



Metalcorp Group B.V.

Amsterdam, the Netherlands

(a private limited liability company (*Besloten Vennootschap - B. V.*) incorporated under the laws of the Netherlands, having its registered office in Amsterdam, Kingdom of the Netherlands)

Prospectus

for the Issue of up to EUR 50,000,000.00

7% Notes 2017/2022

Metalcorp Group B.V. (the “**Issuer**”) will issue presumably on 2 October 2017 (the “**Issue Date**”) up to EUR 50,000,000 notes due 2 October 2022 (the “**Notes**”). The Notes will bear interest from and including 2 October 2017 to, but excluding, 2 October 2022 at a rate of 7% per annum, payable annually in arrears on 2 October of each year.

The obligations under the Notes constitute unsubordinated, unsecured obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.

The Notes will be included to trading in the Open Market of Deutsche Börse AG (unregulated market of the Frankfurt stock exchange (*Freiverkehr der Frankfurter Wertpapierbörse*)) presumably on 2 October 2017.

Issue Price: 100%

GLOBAL COORDINATOR AND BOOKRUNNER

FinTech Group Bank AG

This document (the “**Prospectus**”) constitutes a prospectus pursuant to Article 5 para. 3 of the Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading as amended by the Directive 2010/73/EC of the European Parliament and of the Council (the “**Prospectus Directive**”) for the purpose of a public offering of the Notes in the Federal Republic of Germany (“**Germany**”), the Grand Duchy of Luxembourg (“**Luxembourg**”), and the Kingdom of the Netherlands (“**Netherlands**”). This Prospectus has been approved by the Luxembourg Commission for the Supervision of the Financial Sector (*Commission de Surveillance du Secteur Financier - “CSSF”*) and has been notified to the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht - “BaFin*”), and the Netherlands Authority for the Financial Markets (“**AFM**”) in accordance with Article 19 of the Luxembourg Law of 10 July 2005 on prospectuses for securities, as amended, (“**Luxembourg Prospectus Law**”). Pursuant to Article 7 para. 7 of the Luxembourg Prospectus Law the CSSF does not take any responsibility for the economic or financial soundness of the transaction and the Issuer’s quality and financial solvency. The approved prospectus may be downloaded from the Issuer’s website www.metalcorpgroup.com under the heading “**Bond**”, the website of the Frankfurt stock exchange (www.boerse-frankfurt.de) and the website of the Luxembourg stock exchange (www.bourse.lu).

The Notes have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”). The Notes may not be offered or sold within the United States of America or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the U.S. Securities Act), except pursuant to an exemption from the registration requirements under the U.S. Securities Act. Cf. section “**General Information - Further notes regarding this Prospectus and the Offer**” for additional information about eligible offerees and transfer restrictions.

Prospectus dated 28 August 2017

GENERAL INFORMATION

Metalcorp Group B.V., having its corporate seat in Amsterdam, the Netherlands, with office address at Orlyplein 10, Crystal Tower 20th floor, 1043 DP Amsterdam, the Netherlands and registered with the Trade Register of the Chambers of Commerce under number 34189604, accepts responsibility for the information contained in this Prospectus (the “**Prospectus**”) pursuant to Article 9 of the Luxembourg Law on Prospectuses dated 10 July 2005. The Issuer 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.

In the event claims are asserted before a court of law based on information contained in this Prospectus, the investor appearing as plaintiff may be required to bear the costs of translating the Prospectus prior to the commencement of legal proceedings in compliance with the national laws of the individual Member States of the European Economic Area.

FURTHER NOTES REGARDING THIS PROSPECTUS AND THE OFFER

No person is authorised to give any information or to make any representations in relation to the content and subject matter of this Prospectus other than those contained in this Prospectus and, if given or made, such information or representations must not be relied upon as having been authorised by or on behalf of the Issuer or the Global Coordinator and Bookrunner. Neither the delivery of this Prospectus nor any offering, sale or delivery of any Notes made hereunder shall, under any circumstances, create any implication (i) that the information in this Prospectus is correct as of any time subsequent to the date hereof or, as the case may be, subsequent to the date on which this Prospectus has been most recently amended, or supplemented, or (ii) that there has been no adverse change in the affairs or the financial situation of the Issuer which is material in the context of the issue and sale of the Notes since the date of this Prospectus or, as the case may be, the date on which this Prospectus has been most recently amended or supplemented, or the balance sheet date of the most recent financial statements which are deemed to be incorporated into this Prospectus by reference or (iii) that any other information supplied in connection with the issue of the Notes is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. The Global Coordinator and Bookrunner expressly does not undertake to review the financial condition or affairs of the Issuer during the term of the Notes or to advise any investor in the Notes of any information coming to its attention.

Neither the Global Coordinator and Bookrunner nor any other person mentioned in this Prospectus, except for the Issuer, is responsible for the information contained in this Prospectus or any other document incorporated herein by reference, and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons makes any representation, warranty or undertaking express or implied and none of these persons accepts any responsibility for the accuracy and completeness of the information contained in any of these documents. The Global Coordinator and Bookrunner has not independently verified any such information and accepts no responsibility for the accuracy thereof.

The Notes are not suitable for all kinds of investors. 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. Neither this Prospectus nor any other information supplied in connection with the Notes should be considered as a recommendation by the Issuer or the Global Coordinator and Bookrunner to a recipient hereof and thereof that such recipient should purchase any Notes.

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

The Issuer and the Global Coordinator and Bookrunner do not represent that this Prospectus may be lawfully distributed or that the Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction other than the federal Republic of Germany, the Grand Duchy of Luxembourg, and the Netherlands, or pursuant to an exemption available thereunder. They do not assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or the Global Coordinator and Bookrunner in any jurisdiction where action for that purpose is required.

The offer, sale and delivery of the Notes and the distribution of this Prospectus in certain jurisdictions are restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Global Coordinator and Bookrunner to inform themselves about and to observe any such restrictions. In particular, the Notes have not been and will not be registered under the U.S. Securities Act and are subject to U.S. tax law requirements. Subject to certain limited exceptions, the Notes may not be offered, sold or delivered in or into the United States or to U.S.

persons. For a further description of certain restrictions on offerings and sales of the Notes and distribution of this Prospectus (or of any part thereof) cf. “Offer and Sale of the Notes – Selling Restrictions”.

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1 SUMMARY

Summaries are made up of disclosure requirements known as 'Elements'. These elements are numbered in Sections A – E (A.1 – E.7).

This Summary contains all the Elements required to be included in a Summary for this type of Securities and Issuer. Because some Elements are not required to be addressed, there may be Gaps in the numbering sequence of the Elements.

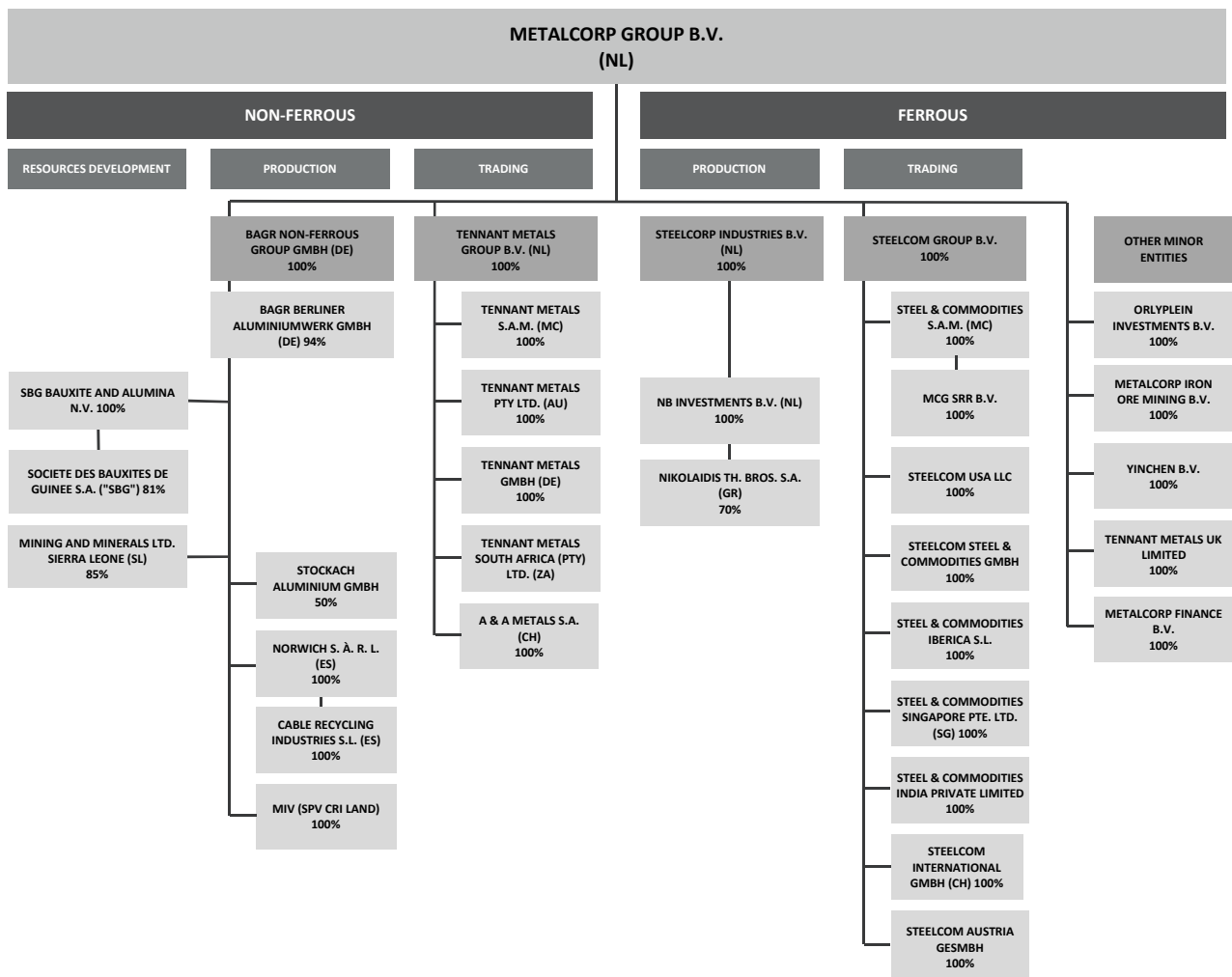
Even though an Element may be required to be inserted in the Summary because of the type of Securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the Summary with the mention of 'not applicable'.

Section A - Introduction and warnings		
A.1	Warning notice	<p>This summary should be read as introduction to the prospectus.</p> <p>Any decision to invest in the notes should be based on consideration of the prospectus as a whole by the investors.</p> <p>Where a claim relating to the information contained in this prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the prospectus before the legal proceedings are initiated.</p> <p>Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the prospectus or it does not provide, when read together with the other parts of the prospectus, key information in order to aid investors when considering whether to invest in such notes.</p>
A.2	Consent to the use of the prospectus	<p>The Issuer has given its explicit consent to the use of this prospectus during the offer period from 30 August 2017 to 28 September 2017 in Germany, Luxembourg and the Netherlands by FinTech Group Bank AG, Frankfurt am Main, Germany, and declares in this connection that it will assume liability for the content of the prospectus also in case of a subsequent resale or final placement of the Notes.</p> <p>The consent is not subject to any further conditions.</p> <p>Should a financial intermediary make an offer, it shall inform the investors of the terms and conditions of such offer at the time of the offer.</p>

Section B - Issuer		
B.1	Legal and commercial name	<p>The legal name of the Issuer is "Metalcorp Group B.V.". In the market, the issuer also acts under the commercial name of "METALCORPGROUP".</p>
B.2	Domicile and legal form, legislation under which the issuer operates and its country of incorporation	<p>Metalcorp Group B. V. has its domicile in Amsterdam, the Netherlands, and is a private company with limited liability incorporated under the laws of the Netherlands. The Issuer is subject to the laws of the Netherlands.</p>

B.4b	Trends	Overall, the Issuer will further explore and develop niche markets as well as in the ferrous and non-ferrous area of products. Furthermore, the Issuer will continue to explore distressed assets that become available due to the market circumstances. A major contribution is expected from the Issuer’s industrial activities in the production of aluminium, copper granulates and the pipe and tube plant. The Issuer will continue to further develop the synergies between the different divisions and its global network. The long-term financing and short term bank facilities are in place and the relationships with these banks will be maintained. In order to further grow the trading activities, additional trade finance capacity is being developed with the METALCORPGROUP’s current and new banking relationships.
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B.5	Description of the group and the issuer’s position within the group	Metalcorp Group B.V. is a company based in Amsterdam, the Netherlands, and the holding company of METALCORPGROUP. The following structure chart shows the group structure of METALCORPGROUP with its major subsidiaries:
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As a diversified metals and minerals group, METALCORPGROUP is structured in line with its two major business segments, the Non-Ferrous Metals Division and the Ferrous Metals Division, and the sub-divisions “trading” and “production” of each.

B.9	Profit forecast or estimate	Not applicable; no profit forecast has been made.
B.10	Qualifications	Not applicable; there are no qualifications in the audit reports on the historical financial

	in the audit report on the historical financial information	information.																																																									
B.12	Selected material historical financial information	<p>The following tables present selected consolidated financial information of Metalcorp Group B.V. which has been derived from the audited consolidated financial statements of the Issuer as at and for the financial years ended 31 December 2016 and ended 31 December 2015 (the “Group Financial Statements”) as well as the non-audited consolidated financial statement of the Issuer as at and for the six months ended 30 June 2017 (the “Half-Year Report 2017”). The Group Financial Statements were prepared in accordance with the International Financial Reporting Standards as adopted by the European Union. The Half-Year Report 2017 were prepared according to the same accounting principles as the Group Financial Statements with the exception of securities and taxation, which are both accounted for on an annual basis.</p> <p>The summary of financial information presented below should be read, in particular, in conjunction with the Group Financial Statements and the Half-Year Report 2017. The Group Financial Statements and the Half-Year Report 2017 are available on the Issuer’s website www.metalcorpgroup.com under the heading “Bond” and on the website of the Luxembourg Stock Exchange www.bourse.lu. Baker Tilly has audited the Issuer’s consolidated financial statements for the years ended 31 December 2016. Rödl & Partner has audited the Issuer’s consolidated financial statements for the years ended 31 December 2015. Both Baker Tilly and Rödl & Partner have issued unqualified auditor’s reports in each case.</p> <p>Some of the financial data was subject to rounding adjustments that were carried out according to established commercial standards. As a result, totals or sub-totals in tables and other data in this Prospectus which have not been rounded may differ from information that has been rounded. Furthermore, rounded financial data may diverge from totals or subtotals in tables or other sections in this Prospectus.</p> <table border="1" data-bbox="491 1209 1449 1792"> <thead> <tr> <th rowspan="4">Selected Information from the Consolidated Profit and Loss account</th> <th colspan="2">1 January to 30 June</th> <th colspan="2">Year ended 31 December</th> </tr> <tr> <th colspan="2"><i>(EUR thousand)</i></th> <th colspan="2"><i>IFRS (EUR thousand)</i></th> </tr> <tr> <th>2017</th> <th>2016</th> <th>2016 ¹</th> <th>2015 ²</th> </tr> <tr> <th><i>Non-Audited</i></th> <th><i>Non-Audited</i></th> <th><i>Audited</i></th> <th><i>Audited</i></th> </tr> </thead> <tbody> <tr> <td>Revenue.....</td> <td>312,888</td> <td>208,998</td> <td>422,557</td> <td>446,648</td> </tr> <tr> <td>Cost of sales</td> <td>-292,495</td> <td>-196,027</td> <td>-390,225</td> <td>-419,418</td> </tr> <tr> <td>Gross profit</td> <td>20,393</td> <td>12,971</td> <td>32,332</td> <td>27,230</td> </tr> <tr> <td>Selling and administrative expenses.....</td> <td>-7,484</td> <td>-6,941</td> <td>-11,526</td> <td>-11,561</td> </tr> <tr> <td>Operating Profit.....</td> <td>12,909</td> <td>6,030</td> <td>20,806</td> <td>15,670</td> </tr> <tr> <td>Net Finance Cost.....</td> <td>-3,401</td> <td>-3,691</td> <td>-10,304</td> <td>8,348</td> </tr> <tr> <td>Income tax</td> <td>-</td> <td>-</td> <td>-1,766</td> <td>-1,852</td> </tr> <tr> <td>Profit</td> <td>9,508</td> <td>2,339</td> <td>8,736</td> <td>5,470</td> </tr> </tbody> </table> <p>¹ Information taken from the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS.</p> <p>² Information taken from the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS.</p>	Selected Information from the Consolidated Profit and Loss account	1 January to 30 June		Year ended 31 December		<i>(EUR thousand)</i>		<i>IFRS (EUR thousand)</i>		2017	2016	2016 ¹	2015 ²	<i>Non-Audited</i>	<i>Non-Audited</i>	<i>Audited</i>	<i>Audited</i>	Revenue.....	312,888	208,998	422,557	446,648	Cost of sales	-292,495	-196,027	-390,225	-419,418	Gross profit	20,393	12,971	32,332	27,230	Selling and administrative expenses.....	-7,484	-6,941	-11,526	-11,561	Operating Profit.....	12,909	6,030	20,806	15,670	Net Finance Cost.....	-3,401	-3,691	-10,304	8,348	Income tax	-	-	-1,766	-1,852	Profit	9,508	2,339	8,736	5,470
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	Selected Consolidated Balance Sheet Data	As at 30 June	As at 31 December	
		<i>(EUR thousand)</i>	<i>IFRS (EUR thousand)</i>	
		2017	2016¹	2015²
	<i>Non-Audited</i>	<i>Audited</i>	<i>Audited</i>	
Total Non-Current Assets.....	167,981	161,589	155,681	
Total Current Assets.....	261,417	187,045	117,534	
Total Equity.....	135,386	121,594	113,029	
Total Non-Current Liabilities.....	140,356	80,100	72,278	
Total Current Liabilities.....	153,656	146,940	87,909	
Total equity and liabilities.....	429,398	348,634	273,215	
<p>¹ Balance Sheet information taken from the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS.</p> <p>² Balance Sheet information taken from the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS.</p>				
Selected Consolidated Cash Flow Data		Year ended 31 December		
		<i>(EUR thousand)</i>		
		2016¹	2015²	
Operating Profit.....		20,806	15,670	
Cashflow from operating activities.....		6,024	32,944	
Cashflow from investment activities.....		-6,784	-36,027	
Cashflow from financing activities.....		2,190	-5,127	
Movement in cash.....		1,267	-8,265	
<p>¹ Balance Sheet information taken from the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS.</p> <p>² Balance Sheet information taken from the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS.</p>				
Other Selected Financial Data		Year ended 31 December		
		<i>(EUR thousand) unless otherwise indicated</i>		
		2016¹	2015²	
EBIT ³		20,806	15,670	
Depreciation and Amortization ⁴		830	625	
EBITDA ⁵		21,636	16,295	
EBITDA margin ⁶		5.1%	3.6%	
Net profit margin ⁷		2.1%	1.2%	
Number of employees ⁸		157	154	
<p>¹ Other selected financial data is based on information taken from the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS.</p>				

- ² Other selected financial data is based on information taken from the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS.
- ³ EBIT means earnings before interest and taxes and equals the operating profit as reflected in the “Consolidated statement of profit or loss” from the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS and the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS. EBIT is an indicator of a company's profitability, calculated as revenue minus expenses, excluding tax and interest.
- ⁴ Depreciation and amortization is derived from Note 3 of the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS in the amount of EUR 830,000 and Note 3 of the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS in the amount of EUR 625,000.
- ⁵ EBITDA means earnings before interest, taxes, depreciation and amortization and equals EBIT -/- Depreciation and amortization Profit from operating activities adjusted for depreciation and amortization charges. EBITDA is one indicator of a company's financial performance and is used as a proxy for the earning potential of a business.
- ⁶ Relation of EBITDA to revenues. This metric expresses the percentage of revenue that contributes to EBITDA - or in other words the earnings potential in percentage of revenue.
- ⁷ Relation of net loss/profit for the period to revenues. This metric shows what part of revenues is net profit and basically shows the bottom line profit that a company makes on sales.
- ⁸ Average for the period. The number of employees of a company is a metric that says something about the size of the company.

Additional Selected Financial Data ¹

	Year ended 31 December	
	<i>(EUR thousand)</i>	
	2016	2015
EBIT Interest Coverage Ratio ²	47.6%	45.6%
EBIT Interest Coverage Ratio incl. Interest income ³	39.5%	37.3%
EBITDA Interest Coverage Ratio ⁴	45.8%	43.9%
EBITDA Interest Coverage Ratio incl. Interest income ⁵	37.9%	35.8%
Total Debt / EBITDA ⁶	7.8	8.3
Total Debt excl. self-liquidating Trade Finance/ EBITDA ⁷	4.7	5.4
Total Net Debt / EBITDA ⁸	7.3	7.7
Total Net Debt excl. self-liquidating Trade Finance/ EBITDA ⁹	4.2	4.8
Risk Bearing Capital ¹⁰	33.7%	40.2%
Total Debt / Capital ¹¹	58.0%	54.5%
Total Debt excl. Trade Finance / Capital ¹²	45.5%	43.6%

		<p>¹ The following key figures have been calculated pursuant to the calculation standards of Deutsche Vereinigung für Finanzanalyse und Asset Management (“DVFA”), Standards for Bond Communications, 2012 (unless indicated differently). Similar figures may have been calculated by the Issuer in its financial statements. Deviations may arise from differences in calculation standards; in particular, “total debt” (Finanzverbindlichkeiten) according to the DVFA’s definition does not include financial liabilities from factoring and long-term reserves. Investors should consider that the figures stated under the following footnotes are neither uniformly applied nor standardised, but their calculation may substantially vary from undertaking to undertaking, and, taken by themselves, these key figures should not be drawn upon as a basis for comparison to other undertakings. Unless otherwise stated, these key figures are unaudited. The key figures are no figures or ratios as defined in the IFRS.</p> <p>² The ratio of interest paid (and similar charges (incl. interest paid for finance / capital lease)) to EBIT (EBIT is defined as net turnover, plus changes in inventories and other work performed by the undertaking for its own purposes and capitalised, plus other operating income, less raw materials and supplies, less personnel expenses, less depreciation and amortization, less other operating expenses, less other taxes, plus income from investments). For interest paid reference is made to the line item “interest expenses and similar charges” for an amount of EUR 9,899,000 in note 4 of the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS and for an amount of EUR 7,149,000 in note 4 of the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS. The EBIT-to-interest coverage ratio is a ratio that is used to assess a company’s financial durability by examining whether it is at least profitably enough (after deduction of depreciation and amortization, but before deduction of taxes and interest) to pay off its interest expenses.</p> <p>³ The ratio of net interest and similar expenses (incl. Interest paid for finance/capital lease + interest received for finance/capital lease) to EBIT. In order to calculate net interest, reference is made to the line items “interest expenses and similar charges” in the amount of EUR 9,899,000 deducted by “other interest income and similar income” in the amount of -/- EUR 1,689,000 in note 4 of the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS and in the respective amounts of EUR 7,149,000 and -/- EUR 1,308,000 in note 4 of the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS. Not prescribed by DVFA. This is the same metric is the previous note, with the modification that the metric reviews the profitability compared to net interest. Net interest is the sum of interest expense and net income.</p> <p>⁴ The ratio of net interest expense (and similar charges (including interest paid for finance / capital lease)) to EBITDA. The EBITDA-to-interest coverage ratio is a ratio that is used to assess a company’s financial durability by examining whether it is at least profitably enough (business related profit before deduction of depreciation, amortization, interest and taxes) to pay off its interest expenses.</p> <p>⁵ The ratio of net interest and similar expenses (incl. Interest paid for finance/capital lease + interest received for finance/capital lease) to EBITDA. Not prescribed by DVFA. EBITDA. This is the same metric is the previous note, with the modification that the metric reviews the profitability compared to net interest. Net interest is the sum of interest expense and net income.</p> <p>⁶ Ratio of total debt (total debt is defined as liabilities to credit institutions, plus liabilities to affiliates, plus liabilities to undertakings in which a participating interest is held, plus participation certificates and mezzanine capital, plus liabilities to shareholders, plus other interest-bearing liabilities and liabilities from finance lease) to EBITDA. “Total debt” can be derived from the audited consolidated financial statements as at and for the year ended 31 December 2016 and 2015 in accordance with IFRS, by adding accumulating the following line items of note 14: “bank loans (>1 year)” in the amount of EUR 1,789,000 (2015: EUR 2,811,000), “bonds” in the amount of EUR 65,379,000 (2015: EUR 56,412,000), “long term leasing” in the amount of EUR 1,572,000 (2015: EUR 1,615,000), “other long term liabilities” in the amount of EUR 6.425 (2015: EUR 6.504), “bank loans (<1 year)” in the amount of EUR 91.671 (2015: EUR 66,545,000) and “related parties” in the amount of EUR 886,000 (2015: EUR 1,752,000). This ratio measures a company’s ability to pay off its incurred debt out of profitability without using the cash that is currently available in the company.</p> <p>⁷ Ratio of total debt (as defined in note 6 deducting the utilization of self-liquidating Trade Finance facilities) to EBITDA. In the commodity trading industry, the utilized Trade Finance facility is usually deducted in Debt and Net Debt calculations as the repayment of these facilities are not based on EBIT(DA). Instead these are repaid by the receivables related to the individual deals. Therefore, the debts resulting out of Trade Finance facilities are self-liquidating independent from the financial results of the company. The trade finance facilities are uncommitted, which means that all deals are assessed by the banks on a case by case basis and the banks only approve those deals which are self-liquidating to avoid that they have an uncovered exposure at any time. The utilization of self-liquidating Trade Finance facilities is stated in note 14 of the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS and note 14 of the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS and the amounts are respectively EUR 66.300 thousand and EUR 48.295 thousand. Not prescribed by DVFA. This ratio measures a company’s ability to pay off its incurred debt out of profitability without using the cash that is currently available in the company, but including the self-liquidating nature of Trade Finance.</p>
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In the commodity trading industry, the utilized Trade Finance facility is usually deducted in Debt and Net Debt calculations as the repayment of these facilities are not based on EBIT(DA). Instead these are repaid by the receivables related to the individual deals. Therefore, the debts resulting out of Trade Finance facilities are self-liquidating independent from the financial results of the company. The trade finance facilities are uncommitted, which means that all deals are assessed by the banks on a case by case basis and the banks only approve those deals which are self-liquidating to avoid that they have an uncovered exposure at any time. Net total debt excluding self-liquidating Trade Finance can be derived from the total debt as defined in note 6 of this overview minus the cash and equivalents that can be derived from the “consolidated statement of financial position” of the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS and of the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS. The amounts are respectively EUR 10,783,000 and EUR 9,516,000. Not prescribed by DVFA. This ratio measures a company's ability to pay off its incurred debt without self-liquidating Trade Finance out of profitability and the cash that is currently available in the company.</p> <p>¹⁰ Ratio of liable capital (defined as shareholder’s equity, plus Mezzanine loans, less own shares, less receivables from shareholders, less subscribed capital unpaid, less pension provisions not recognised as liabilities, less tax deferrals) to the modified balance sheet total (modified balance sheet total is defined as the balance sheet total less own shares, less receivables from shareholders, less subscribed capital unpaid, less pension provisions not recognised as liabilities, less tax deferrals). As the company does not have Mezzanine loans, own shares, receivables from shareholders, subscribed capital unpaid and pension provisions, the liable capital can be calculated by accumulating the line item “total equity” that can be derived from the “consolidated statement of financial position” of the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS (the “IFRS-Financial Statements 2016”) and of the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS (the “IFRS-Financial Statements 2015”) for the respective amounts of EUR 121,594,000 and EUR 113,029,000 and minus the line item “deferred tax liabilities” that can be derived from the “consolidated statement of financial position” of the IFRS-Financial Statements 2016 and of the IFRS-Financial Statements 2015 for the respective amounts of EUR 4,935,000 and EUR 4,935,000 and minus the line item “taxes and social charges” as included in note 14 of the IFRS-Financial Statements 2016 and note 14 of the IFRS-Financial Statements 2015 for the respective amounts of EUR 1,020,000 and EUR 399,000. The modified balance sheet total is the line item “total assets” as reflected in the “statement of financial position” of IFRS-Financial Statements 2016 and of the IFRS-Financial Statements 2015 for the respective amounts of EUR 348,634,000 and EUR 273,215,000 minus the line items “deferred tax liabilities” and “taxes and social charges” (references are included previously in this note). Not prescribed by DVFA. This metric provides information on the indebtedness of the company by showing the share of which the total assets are financed by funds of the shareholders (so equity and net loans) after payment of liabilities towards taxes and pensions.</p> <p>¹¹ Ratio of total debt (as defined in note 6) to total debt plus shareholder’s equity (the line item line item “total equity” that can be derived from the “consolidated statement of financial position” of the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS and of the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS for the respective amounts of EUR 121,594,000 and EUR 113,029,000). The total debt-to-capitalization ratio is a ratio that measures the total amount of outstanding company debt as a percentage of the firm’s total capitalization and provides information on the indebtedness of the company.</p> <p>¹² Ratio of total debt (minus the self-liquidating Trade Finance utilization; as described in note 7) to total debt (minus the self-liquidating Trade Finance utilization, as described in note 7) plus shareholder’s equity. Not prescribed by DVFA. This ratio excludes self-liquidating Trade Finance from total debt as this is covered by the related inventory and receivables. This ratio shows the actual borrowings (or non-self-liquidating loans) covered by capital and provides information on the indebtedness of the company.</p>
	No material adverse change	There has been no material adverse change in the prospects of the Issuer since the date of the last published audited consolidated financial statements as of and for the year 31 December 2016.
	Significant changes in financial or trading posi-	Not applicable; there has been no significant change in the financial or trading position of the Issuer since the date of the financial statements as of the period ended 30 June 2017.

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B.13	A description of any recent events relevant to a material extent to the evaluation of the Issuer's solvency	The Issuer's ongoing business is profitable and cash flow positive. In order to finance the ongoing business various forms of financing and working capital facilities are required. By nature some of these working capital facilities have durations shorter than one year and are therefore repayable in the course of 2017/2018. Based on the long standing relationships with the financing banks and past experiences in the previous years, management of METALCORPGROUP is positive that these facilities will be extended. However, no assurance can be given.
B.14	Dependencies upon other entities within the group	B.5 and: The Issuer is the holding company of METALCORPGROUP, which operates in the steel and Non-Ferrous Metals area. Apart from the governing and the financing of her direct and indirect subsidiaries, the Issuer does conduct relevant transactions or undertake operational business. Therefore, the Issuer is dependent on dividend payments by its operational subsidiaries and faces similar risks and uncertainties as its subsidiaries.
B.15	Issuer's principal activities	<p>Metalcorp Group B.V. is a company based in Amsterdam, the Netherlands, and the holding company of METALCORPGROUP. METALCORPGROUP is a diversified metals and minerals group with activities that span from production and processing to marketing and trading and which has offices in more than 20 countries around the globe.</p> <p>The business of METALCORPGROUP is divided into two major business segments: the Non-Ferrous Metals Division and the Ferrous Metals Division.</p> <p>In the Non-Ferrous Metals Division, which in terms of turnover, gross margin and profit is the by far larger division, METALCORPGROUP has bundled its activities as an independent non-ferrous producer and recycler as well as its physical trading activities of non-ferrous metals and alloys. METALCORPGROUP's both produces aluminium and recycles copper. The aluminium is produced via its secondary aluminium production facility, BAGR Berliner Aluminiumwerk GmbH based in Berlin (Germany) (hereinafter also "BAGR"), and its 50%-subsidiary Stockach Aluminium GmbH (hereinafter also "Stockach"). These two facilities are operating re-melting and casting plants for aluminium turning production waste and metal trade scrap, alloy additives and small quantities of primary aluminium into high-quality aluminium cast blocks. With a capacity of up to 90,000 tons per year (BAGR) and 50,000 tons (Stockach), METALCORPGROUP is, according to its own estimation, the leading independent secondary slab producer in Europe. Via its subsidiary CABLE RECYCLING INDUSTRIES (CRI), METALCORPGROUP operates a copper recycling facility in Bilbao, Spain, which transforms copper scrap into high quality granulates. Additionally, METALCORPGROUP develops a large bauxite project in Guinea to secure and develop its resource basis. The physical trading activities of non-ferrous metals and alloys are mainly operated through Tennant Metals SAM in Monaco and Tennant Metals Pty in Australia focuses on the worldwide physical trading of non-ferrous metals and alloys. Tennant Metals is specialised in the physical trading of refined metals, ores and concentrates. The main metals traded by Tennant are copper, lead, tin and zinc. In addition, Tennant has multiple off-take agreements with several producers.</p> <p>In the Ferrous Metal Division METALCORPGROUP performs on the physical trading of raw materials for steel-making, semi-finished steel products and finished steel products on a worldwide basis. METALCORPGROUP's main steel trading companies, Steel and Commodities S.A.M. based in Monaco (Monaco), Steelcom GmbH based in Essen, Steelcom Austria based in Vienna and Steelcom USA LLC based in Houston/ Texas (USA) (together also called "Steelcom"), are independent steel traders with a steel trading tradition spanning over 50 years operating from offices and representative offices in various countries around the world. In addition to its trading activities Steelcom offers services such as professional market knowledge and steel market expertise to mid-sized producers of steel and steel-related raw materials as well as to buyers worldwide. Steel-</p>

		<p>com’s supplier portfolio includes top first and second tier steel and raw materials producers across the world. Additionally, METALCORPGROUP considers investments into production assets and projects to secure and develop its resource basis and produces an extensive range of steel pipes, hollow sections, galvanised products and industry specific specialised products through its well-established steel facility Nikolaidis TH. Bros S.A.</p> <p>In the financial year ended 31 December 2016, METALCORPGROUP generated consolidated net turnover of EUR 422,6 million (2015: EUR 446,6 million) and an EBITDA of EUR 21,6 million (2015: EUR 16,3 million), an EBIT of EUR 20,8 million (2015: EUR 15,7 million) and a consolidated result after taxation of EUR 8,7 million (2015: EUR 5,5 million). The Non-Ferrous Metals Division generated a net turnover of EUR 362,2 million (2015: EUR 359,8 million) and the Ferrous Metal Division generated a net turnover of EUR 50,8 million (2015: EUR 83,5 million).</p>
B.16	To the extent known to the Issuer, information on whether direct or indirect shares are held, or a controlling influence is exercised in its company	<p>The Issuer has two (direct) shareholders: LUNALA INVESTMENTS S.A., which holds 69.300.360 shares, representing 99% of the issued capital, and SOOTHGROVE PTY LIMITED, which holds 699.640 shares, representing 1% of the issued share capital.</p> <p>LUNALA INVESTMENTS S.A. is a company incorporated and existing under the law of the Grand-Duchy of Luxembourg and having its office address at 8 rue Dicks, L-1417, Luxembourg, Grand-Duchy of Luxembourg. To the extent known to the Issuer, LUNALA INVESTMENTS S.A. is controlled by MONACO RESOURCES GROUP S.A.M. as the majority shareholder holding 99,9% of the share capital of LUNALA INVESTMENTS S.A. In addition, to the extent known to the Issuer, MONACO RESOURCES GROUP S.A.M. is controlled by Cycorp First Investment Ltd. as the majority shareholder holding 100% of the share capital of MONACO RESOURCES GROUP S.A.M. Accordingly, Cycorp First Investment Ltd. indirectly controls the Issuer. To the extent known to the Issuer, the ultimate beneficial shareholder of Cycorp First Investment Ltd. with more than 25% is Pascale Younès.</p> <p>SOOTHGROVE PTY LIMITED is a company incorporated and existing under the laws of Australia and having its office address at 26 George Street, Greenwich, Sydney, New South Wales.</p>
B.17	Rating	<p>The Issuer was rated by Creditreform Rating AG, Neuss, (“Creditreform”), which is a recognised rating agency by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht - “BaFin”) on 6 March 2017 with the rating grade “BB”. “BB” means “satisfactory level of creditworthiness, low to medium default risk”.</p>

Section C - Securities		
C.1	Type and class including security identification number	<p>The offered Notes are debt securities .</p> <p>International Securities Identification Number (ISIN): DE000A19MDV0</p> <p>German Securities Code (WKN): A19MDV</p> <p>Ticker symbol: ME04</p>
C.2	Currency	<p>The currency of the securities issue is Euro/€.</p>
C.5	Restrictions on the free transferability of the securities	<p>Not applicable. There are no restrictions on the free transferability of the securities.</p>

C.8	Rights attached to the securities	<p>Rights attached to the securities: The holders of the Notes are entitled to annual interest payments. Interest is payable beginning from the issue date (inclusively) until the first interest payment day (exclusively) and afterwards in arrears from the interest payment day of each year (inclusively) until the following interest payment day (exclusively). Furthermore, the Noteholders in case of a change of control at the option of the Noteholders are entitled to early redemption and under specific requirements have rights to default as described in the Terms and Conditions.</p> <p>The Noteholders are entitled to early redemption, if the Issuer or a Material Subsidiary fails to fulfil any payment obligation in excess of a total amount of EUR 10,000,000.00 under any Financial Indebtedness, or under any guaranty or suretyship for any such indebtedness of a third party, when due (including in case of any acceleration) or after expiry of any grace period or, in the case of such guarantee or suretyship, within 30 days of such guarantee or suretyship being invoked (cross-default).</p> <p>Ranking: The Notes constitute unsubordinated and unsecured obligations of the Issuer and rank pari passu without any preference among themselves and with all other unsecured and unsubordinated obligations of the Issuer, save for certain mandatory exceptions provided by law.</p> <p>Limitations: The Issuer has an early termination or redemption right in case of a special tax event, due to which the issuer is obliged to the payment of additional amounts (as described in detail in the terms and conditions of the notes).</p>
C.9	Nominal interest rate, interest period and due dates for interest, maturity date and arrangements for the amortisation of the loan, repayment procedures, indication of yield, name of representative of debt security holders	<p>C.8 and:</p> <p>Nominal interest rate: The nominal interest rate is 7% p.a..</p> <p>Interest period and due dates for interest: The Notes will bear interest at a rate of 7% per annum as from 2 October 2017 (inclusively) until 2 October 2022 (exclusively). Interest is payable in arrears on 2 October of each year, i.e. on 2 October 2018, 2 October 2019, 2 October 2020, 2 October 2021 and, for the last time, on 2 October 2022 and, if the due date for interest is not a business day, on the next business day.</p> <p>Repayment procedures: The Issuer shall repay the Notes at 100 % of the Principal Amount per Note on 2 October 2022, unless they were repaid early.</p> <p>Yield: 7% p. a. The annual yield equals the interest on the Principal Amount and amounts to 7% on the basis of an issue price of 100% of the Principal Amount and redemption at the end of the term of the Notes.</p> <p>Name of representative of debt security holders: Not applicable; a representative of the debt security holders has not yet been appointed.</p>
C.10	Derivative component in the interest payment	Not applicable; the Notes do not have a derivative component in relation to the interest payment.
C.11	Admission to trading on a regulated market	Not applicable; it is not intended to apply for admission to listing of the securities at a regulated market.

Section D - Risks		
D.2	Risks that are related to the	Risks relating to the market and competition of METALCORPGROUP

	<p>issuer</p>	<ul style="list-style-type: none"> • METALCORPGROUP is dependent on the overall economic situation and the economic development in its sales market. • METALCORPGROUP could be exposed to declines in the current and expected volumes of supply respectively demand for commodities. • METALCORPGROUP’s business activities are influenced by fluctuations of the market prices for steel, aluminium, non- ferrous metals and other materials and products, which the Issuer trades or produces. • Competitors, existing producers or customers with higher financial and organisational resources may gain additional market shares and the competitive intensity might increase due to a more intense pricing pressure. • METALCORPGROUP is dependent on the availability and proper functioning of infrastructure and global transportation. <p>Risks Relating to METALCORPGROUP’s business</p> <ul style="list-style-type: none"> • The Issuer is a holding group without an own operative business, respectively without business activities and therefore depends on the operating results of its subsidiaries. • Concerning the production of aluminium, METALCORPGROUP is exposed to the risk, that clients conduct the melting of the aluminium scrap themselves in case of a business downturn. • METALCORPGROUP is dependent on the quality of the raw materials and metals purchased. • METALCORPGROUP depends on economically acceptable conditions for its energy purchase due to its large demand of energy necessary for the aluminium production. • METALCORPGROUP is exposed to the risk of default of payment and illiquidity on the part of its customers. • METALCORPGROUP could be exposed to warranty claims due to defective products. • The loss of material contracts with suppliers or customers could adversely affect the business activities of METALCORPGROUP. • METALCORPGROUP is subject to project risks in connection with its resource development. • METALCORPGROUP might not be sufficiently insured. • METALCORPGROUP is dependent on the efforts of third-party service providers, especially in the area of transport and logistics that it does not control. • Risks may arise from deviations between the corporate planning and the actual business development. • Measures taken by METALCORPGROUP, its suppliers as well as by the customers of METALCORPGROUP within the course of employment law or collective agreement related disputes may negatively influence the business activities of METALCORPGROUP. • Acquisitions of and participations in companies may constitute a high entrepreneurial risk for METALCORPGROUP. • METALCORPGROUP is subject to fluctuations in currency exchange rates. • METALCORPGROUP is subject to risks with regard to trade financing and financing of the current business operations. By nature some of these working capital facilities have durations shorter than one year and are therefore repayable in the course of 2018.
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		<ul style="list-style-type: none"> • The production process of METALCORPGROUP is subject to technical risks and risks of accident which might cause disruptions in the business operations. • Errors of the IT processing systems, as well as loss of data may derogate the production processes of METALCORPGROUP. • The compliance of environmental law provisions and liability risks connected to environmental damages and polluted areas might cause substantial costs. • The tax law environment may adversely change and METALCORPGROUP as a taxable entity could be affected negatively. • An obligation of payments may arise in the context of a future tax audit or social insurance audit. • Risks may result with regard to legal disputes. • Risks may arise in respect to the reliability of forecasts and other forward-looking statements regarding the development of METALCORPGROUP and its business.
D.3	Risks relating to the Notes	<ul style="list-style-type: none"> • The Notes are not appropriate for every investor • A market for the Notes does not exist prior to their issue. Furthermore, there is a lack of certainty of whether a solvent secondary market will emerge for the Notes, or -in the event of the emergence of such a market- whether the market will persist. In case of an illiquid market, an investor might not at any time be able to dispose of his Notes at an appropriate market price. • The Noteholders are exposed to the risk that, due to an infringement of listing obligations by the Issuer or for other reasons, the Notes may no longer be included in the Open Market of the Frankfurt Stock Exchange or in the trading in a different stock exchange, with the consequence that the Notes are not or only hardly tradable. • The Noteholders are exposed to the risk of an unfavourable performance of the Notes, caused by a sell-off in the Notes before the Redemption Date. • In case the creditworthiness of the Issuer deteriorates or if the market participants change their assessment of the creditworthiness of the Issuer following future changes to accounting standards and, in consequence, balance sheet items, the market price of the notes may decrease. • The Notes (being denominated in Euro) may be, especially to those Noteholders to whom the Euro constitutes a foreign currency, subject to a currency risk. Furthermore, governments or competent authorities may adopt exchange or capital controls. • The notes are not secured. Furthermore, the issuer is solely a holding company. Noteholders may in case of the insolvency of an operative subsidiary only claim secondary satisfaction from the assets involved in the insolvency proceedings. In case of an insolvency of the Issuer, Noteholders are exposed to the risk of a total loss, because neither statutory deposit insurance nor a comparable insurance exists. • Noteholders are exposed to the inflation risk during the term of the notes. Thus, the real interest rate of the investment in the notes may be reduced. • A Noteholder is exposed to the risk of being overruled and losing rights vis-a-vis the Issuer in a Noteholders' assembly against his will, if the majority of the Noteholders, in accordance with the Terms and Conditions of the Notes by means of a majority decision pursuant to the German Act on Bonds of the year 2009 (Schuldverschreibungsgesetz, SchVG), agree upon the amendment of the Terms and Conditions of the Notes. • A rating of METALCORPGROUP might deteriorate. Moreover, ratings of METALCORPGROUP or the Notes may be provided by third parties and could

		<p>negatively influence the price of the Notes. Ratings may also not reflect all risks, are not recommendations to buy or hold the Notes and may be subject to revision, suspension or withdrawal by the rating agency at any time.</p> <ul style="list-style-type: none"> • The course for the Notes might decrease due to changes in the market interest rate. • METALCORPGROUP might issue additional notes or may raise additional debt capital. • Notes could be paid back early on the nominal value up to the choice of the Issuer in case of a special tax reasons. Therefore, the return could be lower than expected. • Transaction Costs may significantly reduce or even exclude the profit potential of the Notes. • Noteholders who finance the acquisition of the Notes using a loan may be exposed to a significant increase of loss in case of default of the Notes. • Payments of interest on the Notes and/or profits realised by the Noteholder upon the sale or repayment of the Notes, may be subject to taxation.
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Section E - Offer		
E.2b	Reasons for the offer and use of proceeds	<p>In connection with the Offer (<i>as defined hereinafter in section E 3</i>), the Issuer may receive expected issue proceeds of approximately up to EUR 50,000,000.00 million on the basis of a full placement of the Notes in the amount of EUR 50,000,000.00 million.</p> <p>The actual issue proceeds, however, will largely depend on the rate of acceptance of the Exchange Offer (<i>as defined hereinafter in section E 3</i>) on the one hand and the acceptance of the Public Offer (<i>as defined hereinafter in section E 3</i>) and the rate of placement within the Private Placement (<i>as defined hereinafter in section E 3</i>) on the other hand.</p> <p>In the event of a full placement of the Notes in the amount of EUR 50,000,000 by way of the Exchange Offer to the holders of the 2013/2018 Notes and, thus, a full non-placement of the Notes by way of the Public Offer and the Private Placement, the Issuer would not receive any issue proceeds at all. In this case, however, the Issuer could obtain liquidity due to the partial lapse of the obligation to pay the redemption amount otherwise due for the Notes 2013/2018 on 27 June 2018, which are currently outstanding, for redemption in the total amount of EUR 50,000,000.00.</p> <p>In the inverse event of a full placement of the Notes in the amount of EUR 50,000,000 by way of the Public Offer and the Private Placement, <i>i.e.</i> a full non-placement of the Notes by way of the Exchange Offer, the issue proceeds would amount to EUR 50,000,000. In this case, the Issuer would have to fully redeem the 2013/2018 Notes on 27 June 2018.</p> <p>The Issuer intends to use the net issue proceeds, <i>i.e.</i> the issue proceeds resulting from the Public Offer and the Private Placement or the liquidity resulting from the acceptance of the Exchange Offer, after deduction of the aggregate expenses of the issue, in the expected amount of approximately EUR 2,000,000.00, (the “Net Issue Proceeds”), as follows:</p> <ul style="list-style-type: none"> • 90% of the Net Issue Proceeds, <i>i.e.</i> an amount of up to approx. EUR 43,200,000.00 shall be used for the repayment of the Notes 2013/2018; • 10% of the Net Issue Proceeds, <i>i.e.</i> an amount of up to approx. EUR 4,800,000.00 shall be used for general corporate purposes such as addi-

		tional cash collaterals or expansion of its activities.
E.3	Description of the terms and conditions of the Offer	<p>The Issuer offers a total of up to EUR 50,000,000.00 (the “Aggregate Principal Amount”) 7 % Notes, due for payment on 2 October 2022 with a principal amount of EUR 1,000 (the “Principal Amount”) each in the Federal Republic of Germany, the Grand Duchy of Luxemburg and the Kingdom of the Netherlands (the “Offer”).</p> <p>The Offer comprises the following:</p> <p>(i) a public exchange offer made by the Issuer, addressed to the holders of the 2013/2018 Notes, to exchange their 2013/2018 Notes for the offered Notes, which will be published on the Issuer's website www.metalcorpgroup.com under the heading “Bond” on 29 August 2017 and in the Federal Gazette (the “Exchange Offer”);</p> <p>(ii) a public offer made by the Issuer exclusively via the subscription functionality <i>DirectPlace</i> of the Frankfurt stock exchange in the XETRA trading system or the trading system replacing such trading system for the collection and settlement of subscription orders (the “Subscription Functionality”) and in the Grand Duchy of Luxembourg by placing an advertisement in the Tageblatt which is exclusively carried out by the Issuer (the “Public Offer”); and</p> <p>(iii) a private placement which is carried out by the Issuer and the Global Coordinator and Bookrunner and which is addressed to qualified investors in certain European states, but not in the United States of America, Canada, Australia and Japan, in accordance with the applicable exemption rules for private placements (the “Private Placement”).</p> <p>It is expected that the Notes will be offered as follows:</p> <ul style="list-style-type: none"> • The Exchange Offer will commence on 30 August 2017 and will to end on 22 September 2017 (12 p.m. CEST). • The Public Offer will commence on 11 September 2017 and will end on 28 September 2017 (12 p.m. CEST). • The Private Placement will take place from 11 September 2017 2017 to 28 September 2017 2017 (12 p.m. CEST) <p>In the event of an over-subscription, the offer period for the Public Offer will end, however, before the aforementioned time, on the respective trading day on which such over-subscription has occurred.</p> <p>The Issuer reserves the right to extend or shorten the offer period for the Exchange Offer, the Public Offer and/or the Private Placement. The Issuer may without stating any reasons extend or shorten the offer period, terminate the exchange early or withdraw the Exchange Offer, the Public Offer and/or the Private Placement at any time in its sole and absolute discretion. Any shortening or extension of the offer period will be published on the Issuer's website www.metalcorpgroup.com under the heading “Bond” and in the Federal Gazette. In addition, the Issuer shall, if necessary, obtain CSSF's approval of any supplement to this Prospectus and publish it in the same manner as this Prospectus.</p> <p>Delivery and settlement of the Notes will be carried out either by the Global Coordinator and Bookrunner or the Settlement Agent by the Issuer's order. Delivery of the Notes will be made with value date as of the Issue Date of the Notes. Delivery of the Notes will be made by booking via Clearstream in its capacity as the clearing system and the depositary institutions.</p>
E.4	Description of any interest material to the offer including conflicting interests	<p>In connection with the Offer and the listing of the Notes, FinTech Group Bank AG, Frankfurt am Main, Germany, is in a contractual relationship with the Issuer. Upon successful completion of the Offer, FinTech Group Bank AG will receive a fee, the amount of which will be contingent, inter alia, on the Aggregate Principal Amount of the Notes placed in the course of the Offer. In this respect, FinTech Group Bank AG has</p>

		an economic interest in the successful implementation of the Offer which can give rise to a conflict of interests.
E.7	Estimated expenses charged to the investor by the Issuer	Not applicable; The Issuer will not charge the investor for any costs or taxes.

2 ZUSAMMENFASSUNG

Zusammenfassungen basieren auf Offenlegungspflichten, die als „Angaben“ bezeichnet werden. Diese Angaben sind in den Abschnitten A – E (A.1 – E.7) mit Zahlen gekennzeichnet.

Diese Zusammenfassung enthält alle Angaben, die in einer Zusammenfassung für diese Art von Wertpapieren und Emittentin enthalten sein müssen. Da einige Angaben nicht aufgeführt werden müssen, können Lücken in der Zahlenfolge, durch welche die Angaben gekennzeichnet sind, bestehen.

Es ist außerdem möglich, dass einzelne Details einer bestimmten Angabe nicht angegeben werden können, auch wenn eine Angabe aufgrund der Art von Wertpapieren oder der Emittentin in der Zusammenfassung enthalten sein muss. In diesem Fall enthält die Zusammenfassung eine kurze Beschreibung dieser Angabe sowie den Vermerk „entfällt“.

Abschnitt A - Einleitung und Warnhinweise		
A.1	Warnhinweis	<p>Diese Zusammenfassung ist als Einleitung zu dem Prospekt zu verstehen.</p> <p>Anleger sollten sich bei jeder Entscheidung, in die Schuldverschreibungen zu investieren, auf den gesamten Prospekt stützen.</p> <p>Wenn vor einem Gericht Ansprüche aufgrund einer in diesem Prospekt enthaltenen Angabe geltend gemacht werden, könnte der als Kläger auftretende Anleger in Anwendung der einzelstaatlichen Rechtsvorschriften des Mitgliedstaates, in dem er ansässig ist, die Kosten für die Übersetzung des Prospekts vor Prozessbeginn zu tragen haben.</p> <p>Zivilrechtlich haften nur diejenigen Personen, die die Zusammenfassung samt etwaiger Übersetzungen erstellt haben, und dies auch nur in dem Fall, dass die Zusammenfassung verglichen mit den anderen Teilen des Prospekts irreführend, unrichtig oder inkohärent ist oder verglichen mit den anderen Teilen des Prospekts wesentliche Angaben, die in Bezug auf Anlagen in die betreffenden Wertpapiere für die Anleger eine Entscheidungshilfe darstellen, vermissen lassen.</p>
A.2	Zustimmung zur Verwendung des Prospekts	<p>Die Emittentin hat der FinTech Group Bank AG, Frankfurt am Main, die ausdrückliche Zustimmung zur Verwendung dieses Prospekts während des Angebotszeitraums vom 30. August 2017 bis zum 28. September 2017 in Deutschland, Luxemburg und den Niederlanden erteilt, und erklärt diesbezüglich, dass sie die Haftung für den Inhalt des Prospekts auch hinsichtlich einer späteren Weiterveräußerung oder endgültigen Platzierung der Schuldverschreibungen übernimmt.</p> <p>Die Zustimmung ist an keine weiteren Bedingungen geknüpft.</p> <p>Falls ein Finanzintermediär ein Angebot macht, wird er die Anleger zum Zeitpunkt des Angebots über die Angebotsbedingungen unterrichten.</p>

Abschnitt B - Die Emittentin		
B.1	Gesetzliche und kommerzielle Bezeichnung	Die gesetzliche Bezeichnung der Emittentin ist „Metalcorp Group B.V.“. Im Markt tritt die Emittentin auch unter der kommerziellen Bezeichnung „METALCORPGROUP“ auf.
B.2	Sitz und Rechtsform, geltendes Recht und Land der Gründung	Die Metalcorp Group B. V. hat ihren Sitz in Amsterdam, Niederlande, und ist eine nach dem Recht der Niederlande errichtete Gesellschaft mit beschränkter Haftung. Für die Emittentin gilt das Recht der Niederlande.

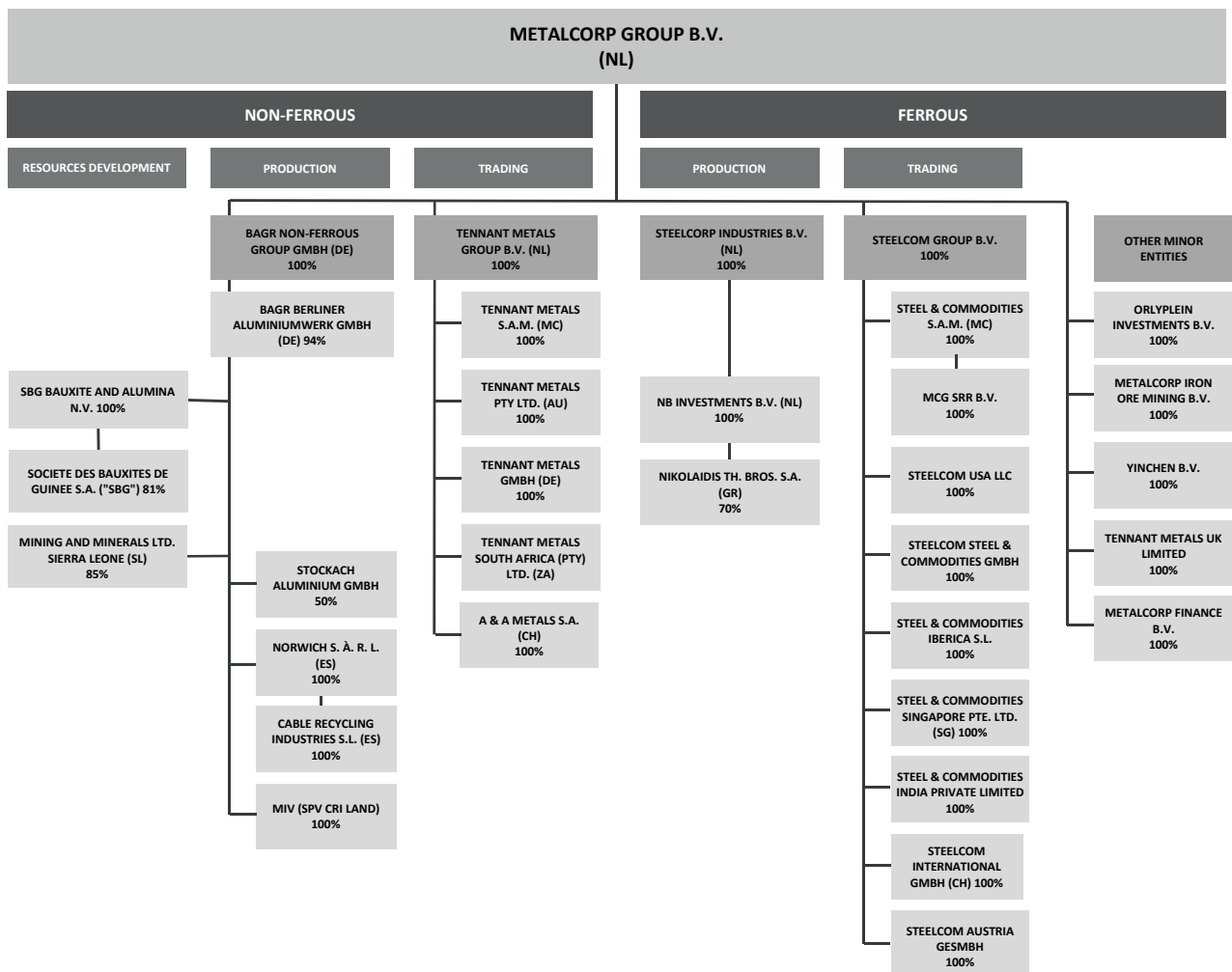
B.4b Trends

Die Emittentin wird weiterhin Nischenmärkte im Bereichen Nichteisenmetalle (NE-Metalle) und Eisenmetalle erschließen und entwickeln. Darüber hinaus wird die Emittentin weiterhin notleidende Vermögenswerte (*distressed assets*) sondieren, die aufgrund der Marktgegebenheiten entstehen. Ein wichtiger Beitrag wird voraussichtlich aus der Geschäftstätigkeit der Emittentin in den Bereichen der Produktion von Aluminium und granulierten Kupfer sowie Röhren- und Tunnelanlagen herrühren. Die Emittentin wird außerdem weiterhin Synergien aus den einzelnen Bereichen und ihrem weltweiten Netzwerk generieren. Die langfristige Finanzierungen und die kurzfristigen Bankenfazilitäten sind vorhanden und die Geschäftsbeziehungen mit diesen Banken wird weitergeführt. Um die Handelsaktivitäten weiter voranzutreiben, wird METALCORPGROUP darüberhinaus die aktuellen und künftigen Bankgeschäftsbeziehungen pflegen und weiter fördern.

B.5 Beschreibung der Gruppe und der Stellung der Emittentin innerhalb dieser Gruppe

Die Metalcorp Group B.V. ist eine in Amsterdam, Niederlande, ansässige Gesellschaft und Holdinggesellschaft der METALCORPGROUP.

Die Gruppenstruktur der METALCORPGROUP und ihrer wichtigsten Tochtergesellschaften stellt sich wie folgt dar:



Als Konzern des Metall- und Mineraliensektors ist die METALCORPGROUP in ihre beiden größten Geschäftsbereiche, den Geschäftsbereich Nichteisenmetalle (NE-Metalle) und den Geschäftsbereich Eisenmetalle, gegliedert, die wiederum in die Unterbereiche „Handel“ und „Produktion“ unterteilt sind.

B.9	Gewinnprognosen oder -einschätzung	Entfällt; es wurde keine Gewinnprognose abgegeben.																																																									
B.10	Beschränkungen im Bestätigungsvermerk zu den historischen Finanzinformationen	Entfällt; in den Bestätigungsvermerken sind keine Beschränkungen zu den historischen Finanzinformationen enthalten.																																																									
B.12	Ausgewählte wesentliche historische Finanzinformationen	<p>Die folgenden Tabellen enthalten ausgewählte konsolidierte Finanzinformationen der Metalcorp Group B.V., die den geprüften konsolidierten Jahresabschlüssen der Emittentin zum 31. Dezember 2016 und 31. Dezember 2015 (die „Konzernabschlüsse“) sowie dem ungeprüften konsolidierten Abschluss der Emittentin für den zum 30. Juni 2017 endenden 6-Monats-Zeitraum („Halbjahresbericht 2017“) entnommen wurden. Die Konzernabschlüsse wurden im Einklang mit den von der Europäischen Union verabschiedeten International Financial Reporting Standards (IFRS) erstellt. Der Halbjahresbericht 2017 wurde entsprechend den für die Konzernabschlüssen geltenden Bilanzierungsgrundsätzen aufgestellt; dies gilt nicht für Wertpapiere und Steuern, die beide jährlich bilanziert werden.</p> <p>Die Zusammenfassung der im Folgenden enthaltenen Finanzinformationen sollte insbesondere in Verbindung mit den Konzernabschlüssen und dem Halbjahresbericht 2017 gelesen werden. Die Konzernabschlüsse und der Halbjahresbericht 2017 sind über die Webseite der Emittentin www.metalcorpgroup.com im Bereich „Anleihe“ sowie über die Webseite der Luxemburger Börse www.bourse.lu abrufbar.</p> <p>Die Prüfung der konsolidierten Jahresabschlüsse der Emittentin für das am 31. Dezember 2016 geendete Geschäftsjahr wurde von Baker Tilly durchgeführt. Die Prüfung der konsolidierten Jahresabschlüsse für das am 31. Dezember 2015 geendete Geschäftsjahr wurde von Rödl & Partner durchgeführt. Sowohl Baker Tilly als auch Rödl & Partner haben jeweils einen uneingeschränkten Bestätigungsvermerk erteilt.</p> <p>Einige der Finanzangaben wurden nach allgemein anerkannten kaufmännischen Grundsätzen gerundet. Infolge dessen können Summen oder Zwischensummen in Tabellen sowie andere Angaben in diesem Prospekt, die nicht gerundet wurden, von solchen, die gerundet wurden, abweichen. Ebenso können gerundete Finanzangaben von Summen oder Zwischensummen in Tabellen oder anderen Abschnitten in diesem Prospekt abweichen.</p> <table border="1" data-bbox="478 1456 1452 2038"> <thead> <tr> <th data-bbox="478 1456 917 1512" rowspan="4">Ausgewählte Daten aus der Konzern-Gewinn- und Verlustrechnung</th> <th colspan="2" data-bbox="917 1456 1189 1512">1. Januar bis 30. Juni</th> <th colspan="2" data-bbox="1189 1456 1452 1512">Geschäftsjahr endend zum 31. Dezember</th> </tr> <tr> <th colspan="2" data-bbox="917 1512 1189 1601"><i>(in Tausend EUR)</i></th> <th colspan="2" data-bbox="1189 1512 1452 1601"><i>IFRS</i> <i>(in Tausend EUR)</i></th> </tr> <tr> <th data-bbox="917 1601 1061 1646">2017</th> <th data-bbox="1061 1601 1189 1646">2016</th> <th data-bbox="1189 1601 1300 1646">2016¹</th> <th data-bbox="1300 1601 1452 1646">2015²</th> </tr> <tr> <th data-bbox="917 1646 1061 1713"><i>Nicht geprüft</i></th> <th data-bbox="1061 1646 1189 1713"><i>Nicht geprüft</i></th> <th data-bbox="1189 1646 1300 1713"><i>geprüft</i></th> <th data-bbox="1300 1646 1452 1713"><i>geprüft</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="478 1713 917 1758">Umsatzerlöse.....</td> <td data-bbox="917 1713 1061 1758">312.888</td> <td data-bbox="1061 1713 1189 1758">208.998</td> <td data-bbox="1189 1713 1300 1758">422.557</td> <td data-bbox="1300 1713 1452 1758">446.648</td> </tr> <tr> <td data-bbox="478 1758 917 1803">Umsatzkosten.....</td> <td data-bbox="917 1758 1061 1803">-292.495</td> <td data-bbox="1061 1758 1189 1803">-196.027</td> <td data-bbox="1189 1758 1300 1803">-390.225</td> <td data-bbox="1300 1758 1452 1803">-419.418</td> </tr> <tr> <td data-bbox="478 1803 917 1848">Bruttogewinn.....</td> <td data-bbox="917 1803 1061 1848">20.393</td> <td data-bbox="1061 1803 1189 1848">12.971</td> <td data-bbox="1189 1803 1300 1848">32.332</td> <td data-bbox="1300 1803 1452 1848">27.230</td> </tr> <tr> <td data-bbox="478 1848 917 1892">Vertriebs- und Verwaltungsaufwand.....</td> <td data-bbox="917 1848 1061 1892">-7.484</td> <td data-bbox="1061 1848 1189 1892">-6.941</td> <td data-bbox="1189 1848 1300 1892">-11.526</td> <td data-bbox="1300 1848 1452 1892">-11.561</td> </tr> <tr> <td data-bbox="478 1892 917 1937">Betriebsergebnis.....</td> <td data-bbox="917 1892 1061 1937">12.909</td> <td data-bbox="1061 1892 1189 1937">6.030</td> <td data-bbox="1189 1892 1300 1937">20.806</td> <td data-bbox="1300 1892 1452 1937">15.670</td> </tr> <tr> <td data-bbox="478 1937 917 1982">Nettofinanzierungsaufwand.....</td> <td data-bbox="917 1937 1061 1982">-3.401</td> <td data-bbox="1061 1937 1189 1982">-3.691</td> <td data-bbox="1189 1937 1300 1982">-10.304</td> <td data-bbox="1300 1937 1452 1982">8.348</td> </tr> <tr> <td data-bbox="478 1982 917 2027">Ertragssteuern.....</td> <td data-bbox="917 1982 1061 2027">-</td> <td data-bbox="1061 1982 1189 2027">-</td> <td data-bbox="1189 1982 1300 2027">-1.766</td> <td data-bbox="1300 1982 1452 2027">-1.852</td> </tr> <tr> <td data-bbox="478 2027 917 2038">Ergebnis.....</td> <td data-bbox="917 2027 1061 2038">9.508</td> <td data-bbox="1061 2027 1189 2038">2.339</td> <td data-bbox="1189 2027 1300 2038">8.736</td> <td data-bbox="1300 2027 1452 2038">5.470</td> </tr> </tbody> </table>	Ausgewählte Daten aus der Konzern-Gewinn- und Verlustrechnung	1. Januar bis 30. Juni		Geschäftsjahr endend zum 31. Dezember		<i>(in Tausend EUR)</i>		<i>IFRS</i> <i>(in Tausend EUR)</i>		2017	2016	2016¹	2015²	<i>Nicht geprüft</i>	<i>Nicht geprüft</i>	<i>geprüft</i>	<i>geprüft</i>	Umsatzerlöse.....	312.888	208.998	422.557	446.648	Umsatzkosten.....	-292.495	-196.027	-390.225	-419.418	Bruttogewinn.....	20.393	12.971	32.332	27.230	Vertriebs- und Verwaltungsaufwand.....	-7.484	-6.941	-11.526	-11.561	Betriebsergebnis.....	12.909	6.030	20.806	15.670	Nettofinanzierungsaufwand.....	-3.401	-3.691	-10.304	8.348	Ertragssteuern.....	-	-	-1.766	-1.852	Ergebnis.....	9.508	2.339	8.736	5.470
Ausgewählte Daten aus der Konzern-Gewinn- und Verlustrechnung	1. Januar bis 30. Juni			Geschäftsjahr endend zum 31. Dezember																																																							
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¹ Die Daten wurden dem geprüften konsolidierten Jahresabschluss 2016 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2016, der nach IFRS erstellt wurde, entnommen.

² Die Daten wurden dem geprüften konsolidierten Jahresabschluss 2015 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2015, der nach IFRS erstellt wurde, entnommen.

Ausgewählte Daten aus der Konzern-Bilanz	Zum 30. Juni	Zum 31. Dezember	
	<i>(in Tausend EUR)</i>	<i>IFRS</i>	
		<i>(in Tausend EUR)</i>	
	2017	2016 ¹	2015 ²
<i>Nicht geprüft</i>	<i>geprüft</i>	<i>geprüft</i>	
Summe langfristige Vermögenswerte	167.981	161.589	155.681
Summe kurzfristige Vermögenswerte	261.417	187.045	117.534
Summe Eigenkapital.....	135.386	121.594	113.029
Summe langfristige Verbindlichkeiten	140.356	80.100	72.278
Summe kurzfristige Verbindlichkeiten	153.656	146.940	87.909
Eigenkapital und Verbindlichkeiten gesamt	429.398	348.634	273.215

¹ Die Bilanzdaten wurden dem geprüften konsolidierten Jahresabschluss 2016 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2016, der nach IFRS erstellt wurde, entnommen.

² Die Bilanzdaten wurden dem geprüften konsolidierten Jahresabschluss 2015 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2015, der nach IFRS erstellt wurde, entnommen.

Ausgewählte Angaben zur Konzern-Kapitalflussrechnung	Geschäftsjahr endend zum 31. Dezember	
	<i>(in Tausend EUR)</i>	
	2016 ¹	2015 ²
Betriebsergebnis	20.806	15.670
Kapitalfluss aus operativer Geschäftstätigkeit	6.024	32.944
Kapitalfluss aus Investitionstätigkeit.....	-6.784	-36.027
Kapitalfluss aus Finanzierungstätigkeit	2.190	-5.127
Zahlungsmittelbewegungen	1.267	-8.265

¹ Die Bilanzdaten wurden dem geprüften konsolidierten Jahresabschluss 2016 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2016, der nach IFRS erstellt wurde, entnommen.

² Die Bilanzdaten wurden dem geprüften konsolidierten Jahresabschluss 2015 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2015, der nach IFRS erstellt wurde, entnommen.

Sonstige ausgewählte Finanzinformationen	Geschäftsjahr endend zum 31. Dezember	
	<i>(in Tausend EUR)</i> <i>sofern nicht anderweitig angegeben</i>	
	2016 ¹	2015 ²
EBIT ³	20.806	15.670

Abschreibungen ⁴	830	625
EBITDA ⁵	21.636	16.295
EBITDA-Marge ⁶	5,1%	3,6%
Nettogewinnmarge ⁷	2,1%	1,2%
Anzahl der Beschäftigten ⁸	157	154

¹ Die sonstigen ausgewählten Finanzinformationen stützen sich auf Angaben, die dem geprüften konsolidierten Jahresabschluss 2016 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2016, der nach IFRS erstellt wurde, entnommen wurden.

² Die sonstigen ausgewählten Finanzinformationen stützen sich auf Angaben, die dem geprüften konsolidierten Jahresabschluss 2015 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2015, der nach IFRS erstellt wurde, entnommen wurden.

³ EBIT bedeutet Earnings Before Interest and Taxes, d. h. Gewinn vor Zinsen (Zinsertrag minus Zinsaufwand) und Steuern und entspricht dem Betriebsergebnis (*operating profit*), wie in der „konsolidierten Gewinn- und Verlustrechnung“ in dem geprüften konsolidierten Jahresabschluss 2016 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2016, der nach IFRS erstellt wurde, und dem geprüften konsolidierten Jahresabschluss 2015 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2015, der nach IFRS erstellt wurde, angegeben. EBIT ist ein Indikator für die Rentabilität eines Unternehmens, der aus Umsatzerlösen (*revenue*) abzüglich Aufwendungen (*expenses*) auschl. Steuern und Zinsaufwand berechnet wird.

⁴ Abschreibungen (*depreciation and amortization*) ergeben sich aus Erläuterung 3 des geprüften konsolidierten Jahresabschlusses 2016 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2016, der nach IFRS erstellt wurde, in Höhe von EUR 830.000 sowie Erläuterung 3 des geprüften konsolidierten Jahresabschlusses 2015 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2015, der nach IFRS erstellt wurde, in Höhe von EUR 625.000..

⁵ EBITDA bedeutet Earnings Before Interest, Taxes, Depreciation and Amortization, d. h. Gewinn vor Zinsen, Steuern und Abschreibungen, und entspricht EBIT -/- Abschreibungen Gewinn aus operativer Geschäftstätigkeit, bereinigt um den Abschreibungsaufwand. EBITDA ist einer der Indikatoren der Finanzperformance eines Unternehmens, der stellvertretend für die Ertragsfähigkeit eines Unternehmens angegeben wird.

⁶ Verhältnis EBITDA zu den Erlösen; Diese Kennzahl gibt die in den EBITDA einfließenden Umsatzerlöse in Prozent an oder, anders ausgedrückt, drückt die Ertragsfähigkeit in Prozent der Umsatzerlöse aus.

⁷ Verhältnis des Periodenergebnisses zu den Erlösen; Diese Kennzahl zeigt den Teil der Umsatzerlöse, bei dem es sich um den Nettogewinn handelt, und gibt somit in vereinfachter Form den Minimumgewinn (*bottom line profit*) an, den ein Unternehmen aus seinem Umsatz erzielt.

⁸ Periodendurchschnitt; die Anzahl der Mitarbeiter eines Unternehmens ist eine Kennzahl, die mit der Größe des Unternehmens im Zusammenhang steht.

Weitere ausgewählte Finanzinformationen¹

**Geschäftsjahr endend
zum 31. Dezember**

(in Tausend EUR)

	2016	2015
EBIT-Zinsdeckungsgrad-Verhältnis ²	47,6%	45,6%
EBIT-Zinsdeckungsgrad-Verhältnis einschließlich Zinseinnahmen ³	39,5%	37,3%
EBITDA-Zinsdeckungsgrad-Verhältnis ⁴	45,8%	43,9%
EBITDA-Zinsdeckungsgrad-Verhältnis einschließlich Zinseinnahmen ⁵	37,9%	35,8%
Finanzverbindlichkeiten/EBITDA ⁶	7,8	8,3
Finanzverbindlichkeiten ausschließlich selbstliquidierender Handelsfinanzierungen/EBITDA ⁷	4,7	5,4
Nettofinanzverbindlichkeiten/EBITDA ⁸	7,3	7,7

	<p>Nettofinanzverbindlichkeiten ausschließlich selbstliquidierender Handelsfinanzierungen/EBITDA⁹ 4,2 4,8</p> <p>Risikotragendes Kapital¹⁰ 33,7% 40,2%</p> <p>Finanzverbindlichkeiten/Kapital¹¹ 58,0% 54,5%</p> <p>Finanzverbindlichkeiten ausschließlich Handelsfinanzierungen/Kapital¹² 45,5% 43,6%</p>
	<p>¹ Die nachfolgend aufgeführten Kennzahlen sind (soweit nicht anders angegeben) nach den Berechnungsstandards der Deutschen Vereinigung für Finanzanalyse und Asset Management („DVFA“), Standards für Bondkommunikation, 2012, berechnet worden. Ähnliche Kennzahlen können von der Emittentin in den Abschlüssen berechnet worden sein. Eventuelle Abweichungen können sich aus unterschiedlichen Berechnungsstandards ergeben; so werden zum Beispiel im Rahmen der Definition von „Finanzverbindlichkeiten“ (<i>total debt</i>) gemäß DVFA Finanzverbindlichkeiten aus Factoring sowie langfristige Rückstellungen nicht berücksichtigt. Investoren sollten beachten, dass die unter den folgenden Fußnoten angegebenen Kennzahlen keine einheitlich angewendeten oder standardisierten Kennzahlen sind, sondern dass ihre Berechnung von Unternehmen zu Unternehmen wesentlich variieren kann und dass sie für sich allein genommen keine Basis für Vergleiche mit anderen Unternehmen darstellen. Diese Kennzahlen sind, soweit sie nicht als geprüft gekennzeichnet sind, ungeprüft. Die Kennzahlen sind keine nach IFRS definierten Kennzahlen.</p> <p>² Verhältnis von Zinsaufwendungen und ähnlichen Kosten (inkl. Zinsaufwendungen Finance/Capital-Lease) zu EBIT (EBIT ist definiert als Umsatzerlöse zzgl. Bestandsveränderungen zzgl. andere aktivierbare Eigenleistungen zzgl. sonstige betriebliche Erträge abzgl. Materialaufwand abzgl. Personalaufwand abzgl. Abschreibungen abzgl. sonstige betriebliche Aufwendungen abzgl. sonstige Steuern zzgl. Erträge aus Beteiligungen). Im Zusammenhang mit Zinsaufwendungen wird in Höhe von EUR 9.899.000,00 auf die Zeile „Zinsaufwendungen und ähnliche Kosten“ in Erläuterung 4 des geprüften konsolidierten Jahresabschlusses 2016 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2016, der nach IFRS erstellt wurde sowie in Höhe von 7.149.000,00 in Erläuterung 4 des geprüften konsolidierten Jahresabschlusses 2015 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2015, der nach IFRS erstellt wurde, verwiesen. Der EBIT-Zinsdeckungsgrad (<i>EBIT-to-interest coverage ratio</i>) dient der Beurteilung der finanziellen Beständigkeit eines Unternehmens und untersucht, ob die Rentabilität des Unternehmens (nach Abzügen für Abschreibungen, jedoch vor Abzügen für Steuern und Zinsen) zumindest ausreicht, um dessen Zinsaufwendungen zu decken.</p> <p>³ Verhältnis von Nettozinsaufwendungen und ähnlichen Aufwendungen (inkl. Zinsaufwendungen für Finance/Capital-Lease + Zinserträge aus Finance/Capital-Lease) zu EBIT. Für die Berechnung der Nettozinsaufwendungen wird in Höhe von EUR 9.899.000,00 auf die Zeile „Zinsaufwendungen und ähnliche Kosten“ verwiesen, abzüglich der „sonstigen Zinsen und ähnlichen Einkünfte“ in Höhe von -/ EUR 1.689.000,00 in Erläuterung 4 des geprüften konsolidierten Jahresabschlusses 2016 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2016, der nach IFRS erstellt wurde, sowie für Beträge in Höhe von EUR 7.149.000,00 bzw. -/ EUR 1.308.000,00 in Erläuterung 4 des geprüften konsolidierten Jahresabschlusses 2015 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2015, der nach IFRS erstellt wurde verwiesen. Nicht von der DVFA vorgegeben. Diese Kennzahl entspricht der Kennzahl in der vorherigen Erläuterung mit dem Unterschied, dass hier die Rentabilität im Vergleich zu den Nettozinsen aufgezeigt wird. Nettozinsen bezeichnet die Summe aus Zinsaufwendungen und Nettoertrag.</p> <p>⁴ Verhältnis von Nettozinsaufwendungen (und ähnlichen Kosten (inkl. Zinsaufwendungen Finance/Capital-Lease)) zu EBITDA. Der EBITDA-Zinsdeckungsgrad (<i>EBITDA-to-interest coverage ratio</i>) dient der Beurteilung der finanziellen Beständigkeit eines Unternehmens und untersucht, ob die Rentabilität des Unternehmens (geschäftszugewogenes Ergebnis vor Abzügen für Abschreibungen, Steuern und Zinsen) zumindest ausreicht, um dessen Zinsaufwendungen zu decken.</p> <p>⁵ Verhältnis von Nettozinsaufwendungen und ähnlichen Aufwendungen (inkl. Zinsaufwendungen für Finance/Capital-Lease + Zinserträge aus Finance/Capital-Lease) zu EBITDA. Nicht von der DVFA vorgegeben. Diese Kennzahl entspricht der Kennzahl in der vorherigen Erläuterung mit dem Unterschied, dass hier die Rentabilität im Vergleich zu den Nettozinsen aufgezeigt wird. Nettozinsen bezeichnet die Summe aus Zinsaufwendungen und Nettoertrag.</p>

		<p>⁶ Verhältnis der Finanzverbindlichkeiten („Total Debt“) (Finanzverbindlichkeiten sind definiert als Verbindlichkeiten ggü. Kreditinstituten zzgl. Verbindlichkeiten ggü. verbundenen Unternehmen zzgl. Verbindlichkeiten ggü. Unternehmen mit Beteiligungsverhältnis zzgl. Genussscheine und Mezzanine-Kapital zzgl. Verbindlichkeiten ggü. Gesellschaftern zzgl. sonstige zinszahlende Verbindlichkeiten und Verbindlichkeiten aus Finance Lease) zu EBITDA. Finanzverbindlichkeiten können abgeleitet werden aus den geprüften konsolidierten Jahresabschlüssen zum und für das Geschäftsjahr endend zum 31. Dezember 2016 und 2015, die nach IFRS erstellt wurden, durch Addition der folgenden in Erläuterung 14 aufgeführten Positionen: „Bankdarlehen (>1 Jahr)“ in Höhe von EUR 1.789.000 (2015: EUR 2.811.000), „Anleihen“ in Höhe von EUR 65.379.000 (2015: EUR 56.412.000), „langfristige Leasing-Verbindlichkeiten“ in Höhe von EUR 1.572.000 (2015: EUR 1.615.000), „sonstige langfristige Verbindlichkeiten“ in Höhe von EUR 6.425 (2015: EUR 6.504), „Bankdarlehen (<1 Jahr)“ in Höhe von EUR 91.671 (2015: EUR 66.545.000) und „verbundene Personen“ in Höhe von EUR 886.000 (2015: EUR 1.752.000). Dieses Verhältnis zeigt die Fähigkeit eines Unternehmens, eingegangene Verbindlichkeiten aus den Gewinnen ohne Hinzuziehung der dem Unternehmen jeweils zur Verfügung stehenden Barmittel zu begleichen.</p> <p>⁷ Verhältnis der Finanzverbindlichkeiten (wie in Fußnote 6 definiert, abzgl. in Anspruch genommener selbstliquidierender Handelsfinanzierungskredite) zu EBITDA. In der Rohstoffhandelsindustrie werden in Anspruch genommene Handelsfinanzierungskredite bei den Finanzverbindlichkeits- und Nettofinanzverbindlichkeitsberechnungen normalerweise abgezogen, da die Rückzahlung dieser Kredite nicht auf EBIT(DA) basiert. Stattdessen werden sie durch die Forderungen, die mit den einzelnen Geschäften verbunden sind, zurückgezahlt. Daher sind die sich aus Handelsfinanzierungskrediten ergebenden Finanzverbindlichkeiten selbstliquidierend und unabhängig von den Finanzergebnissen des Unternehmens. Die Handelsfinanzierungskredite sind offen, das bedeutet, dass alle Geschäfte von den Banken von Fall zu Fall bewertet werden und die Banken nur selbstliquidierende Geschäfte genehmigen, um ungedeckte Risiken stets zu vermeiden. Die in Anspruch genommenen selbstliquidierenden Handelsfinanzierungskredite werden in Erläuterung 14 des geprüften konsolidierten Jahresabschlusses 2016 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2016, der nach IFRS erstellt wurde, sowie in Erläuterung 14 des geprüften konsolidierten Jahresabschlusses 2015 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2015, der nach IFRS erstellt wurde, dargelegt; diese belaufen sich auf TEUR 66.300 bzw. TEUR 48.295. Nicht von der DVFA vorgegeben. . Dieses Verhältnis zeigt die Fähigkeit eines Unternehmens, eingegangene Verbindlichkeiten aus den Gewinnen ohne Hinzuziehung der dem Unternehmen jeweils zur Verfügung stehenden Barmittel, jedoch einschließlich der selbstliquidierenden Handelsfinanzierungen, zu begleichen.</p> <p>⁸ Verhältnis Nettofinanzverbindlichkeiten (Nettofinanzverbindlichkeiten sind definiert als Finanzverbindlichkeiten („Total Debt“) abzgl. Zahlungsmittel und Zahlungsmitteläquivalente) zu EBITDA. Zahlungsmittel und Zahlungsmitteläquivalente können direkt aus der „Darstellung der Vermögenslage des Konzerns“ in dem geprüften konsolidierten Jahresabschluss 2016 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2016, der nach IFRS erstellt wurde, sowie dem geprüften konsolidierten Jahresabschluss 2015 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2015, der nach IFRS erstellt wurde, entnommen werden. Diese Beträge belaufen sich auf EUR 10.783.000 bzw. EUR 9.516.000. Dieses Verhältnis zeigt die Fähigkeit eines Unternehmens, eingegangene Verbindlichkeiten aus den Gewinnen sowie aus den dem Unternehmen jeweils zur Verfügung stehenden Barmittel zu begleichen.</p> <p>⁹ Verhältnis der Nettofinanzverbindlichkeiten (wie in Fußnote 7 definiert, abzgl. der in Anspruch genommenen selbstliquidierenden Handelsfinanzierungskredite) zu EBITDA. In der Rohstoffhandelsindustrie werden in Anspruch genommene Handelsfinanzierungskredite bei den Finanzverbindlichkeits- und Nettofinanzverbindlichkeitsberechnungen normalerweise abgezogen, da die Rückzahlung dieser Kredite nicht auf EBIT(DA) basiert. Stattdessen werden sie durch die Forderungen, die mit den einzelnen Geschäften verbunden sind, zurückgezahlt. Daher sind die sich aus Handelsfinanzierungskrediten ergebenden Finanzverbindlichkeiten selbstliquidierend und unabhängig von den Finanzergebnissen des Unternehmens. Die Handelsfinanzierungskredite sind offen; das bedeutet, dass alle Geschäfte von den Banken von Fall zu Fall bewertet werden und die Banken nur selbstliquidierende Geschäfte genehmigen, um ungedeckte Risiken stets zu vermeiden. Nettofinanzverbindlichkeiten ausschließlich selbstliquidierender Handelsfinanzierungen können abgeleitet werden aus den Finanzverbindlichkeiten, wie in Fußnote 6 dieser Übersicht definiert, abzüglich der in der „Darstellung der Vermögenslage des Konzerns“ angegebenen Zahlungsmittel und Zahlungsmitteläquivalente in dem geprüften konsolidierten Jahresabschluss 2016 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2016, der nach IFRS erstellt wurde, sowie dem geprüften konsolidierten Jahresabschluss 2015 der Emittentin zum und für das Geschäftsjahr endend zum 31. Dezember 2015, der nach IFRS erstellt wurde. Diese Beträge belaufen sich auf EUR 10.783.000 bzw. EUR 9.516.000. Nicht von der DVFA vorgegeben. Dieses Verhältnis zeigt die Fähigkeit eines Unternehmens, eingegangene Verbindlichkeiten ohne selbstliquidierende Handelsfinanzierungen aus den Gewinnen sowie aus den dem Unternehmen jeweils zur Verfügung stehenden Barmittel zu begleichen.</p>
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	Keine wesentliche Verschlechterung der Aussichten	Seit dem Datum des letzten veröffentlichten geprüften Konzernabschlusses zum 31. Dezember 2016 haben sich die Aussichten der Emittentin nicht wesentlich verschlechtert.
	Wesentliche Veränderung bei Finanzlage oder Handelsposition	Entfällt; seit dem Ende des von den historischen Finanzinformationen abgedeckten Zeitraums zum 30. Juni 2017 ist überdies keine wesentliche Veränderung der Finanzlage oder der Handelspositionen der Emittentin eingetreten.
B.13	Für die Bewertung der Zahlungsfähigkeit der Emittentin in hohem Maße relevante Ereignisse	Die Geschäftstätigkeit der Emittentin ist profitabel und der Cash-Flow ist positiv. Zur Finanzierung der laufenden Geschäftstätigkeit sind verschiedene Formen der Finanzierung und Betriebsmittel erforderlich. Naturgemäß haben einige dieser Betriebsmittellinien eine kürzere Laufzeit als ein Jahr und sind daher im Laufe des Jahres 2017/2018 zurückzuzahlen. Basierend auf der langjährigen Beziehung zu den finanzierenden Banken und den Erfahrungswerten der letzten Jahre geht das Management der METALCORPGROUP davon aus, dass diese Finanzierungsmittel verlängert werden. Dies kann jedoch nicht garantiert werden.
B.14	Abhängigkeiten von anderen Unternehmen	B.5 sowie: Die Emittentin ist die Holdinggesellschaft der METALCORPGROUP, die im Bereich

	men der Gruppe	Stahl und Nichteisenmetalle tätig ist. Mit Ausnahme der Verwaltung und Finanzierung ihrer direkten und indirekten Tochtergesellschaften tätig die Emittentin keine relevanten Geschäfte und übt keine operative Tätigkeit aus. Sie ist daher auf Dividendenzahlungen ihrer operativen Tochtergesellschaften angewiesen und demzufolge auch ähnlichen Risiken und Ungewissheiten wie ihre Tochtergesellschaften ausgesetzt.
B.15	Haupttätigkeiten der Emittentin	<p>Die Metalcop Group B.V. ist eine in Amsterdam, Niederlande, ansässige Gesellschaft und Holdinggesellschaft der METALCORPGROUP. Die METALCORPGROUP ist ein im Metall- und Mineraliensektor tätiger diversifizierter Konzern, dessen Tätigkeit von der Produktion und Verarbeitung bis zur Vermarktung und zum Handel reicht, mit Niederlassungen und Büros in mehr als 20 Ländern weltweit.</p> <p>Das Geschäft der METALCORPGROUP ist in zwei Kerngeschäftsfelder - den Geschäftsbereich NE-Metalle und den Geschäftsbereich Eisenmetalle - gegliedert.</p> <p>Im Geschäftsbereich NE-Metalle, der nach Umsatz, Bruttomarge und Gewinn den bei weitem größten Geschäftsbereich darstellt, hat die METALCORPGROUP ihre Tätigkeiten als unabhängiger Produzent und Recycler von NE-Metallen sowie den physischen Handel mit Nichteisenmetallen und Legierungen gebündelt. Die METALCORPGROUP produziert Aluminium und recycelt Kupfer. Das Aluminium wird von ihrem Sekundäraluminiumwerk - die BAGR Berliner Aluminiumwerk GmbH in Berlin („BAGR“) - und ihrer 50%-Tochtergesellschaft Stockach Aluminium GmbH („Stockach“) produziert. Beide Werke betreiben Schmelz- und Gießanlagen zur Herstellung von hochwertigen Aluminium-Gussblöcken aus Produktions- und Metallabfällen, Legierungszusätzen und geringen Mengen an Primäraluminium. Mit einer Kapazität von bis zu 90.000 Tonnen (BAGR) und 50.000 Tonnen (Stockach) jährlich ist die METALCORPGROUP eigenen Schätzungen zufolge der führende unabhängige Hersteller von Barren aus Sekundäraluminium in Europa. Über ihre Tochtergesellschaft CABLE RECYCLING INDUSTRIES (CRI) betreibt die METALCORPGROUP eine Kupferrecyclinganlage in Bilbao, Spanien zur Umwandlung von Kupferschrott in hochqualitatives Kupfergranulat. Zudem entwickelt die METALCORPGROUP ein Bauxit-Projekt in Guinea zwecks Sicherung und Ausbau der eigenen Rohstoffbasis. Der physische Handel mit Nichteisenmetallen und Legierungen erfolgt hauptsächlich über die Tennant Metals SAM in Monaco und die Tennant Metals Pty Ltd. in Australien. Tennant Metals hat sich auf den physischen Handel mit veredelten Metallen, Erzen und Konzentraten spezialisiert. Die von Tennant vorwiegend gehandelten Metalle sind Kupfer, Blei, Zinn und Zink. Des Weiteren hat Tennant mit verschiedenen Herstellern Abnahmeverträge abgeschlossen.</p> <p>Im Geschäftsbereich Eisenmetalle konzentriert sich die METALCORPGROUP auf den weltweiten physischen Handel mit Rohstoffen für die Stahlproduktion sowie halbfertigen und fertigen Stahlerzeugnissen. Die wichtigsten Stahlhandelsgesellschaften der METALCORPGROUP - die Steel and Commodities S.A.M. in Monaco (Monaco), die Steelcom GmbH in Essen, die Steelcom Austria in Wien und die Steelcom USA LLC in Houston/Texas (USA) (zusammen auch als „Steelcom“ bezeichnet) - sind unabhängige Stahlhändler mit einer mehr als 50-jährigen Tradition im Stahlhandel und verfügen weltweit über Niederlassungen und Büros in verschiedenen Ländern. Neben ihren Handelsaktivitäten bietet die Steelcom mittelständischen Produzenten von Stahl und stahlnahen Rohstoffen sowie Käufern weltweit ihre Dienste an. Dies umfasst beispielsweise die Bereitstellung professioneller Marktkenntnis und Stahlmarktexpertise. Das Lieferantportfolio der Steelcom umfasst namhafte Tier-1- und Tier-2-Stahl- und Rohstoffproduzenten weltweit. Des Weiteren prüft die METALCORPGROUP Investitionen in Produktionseinheiten und Projekte zur Sicherung und zum Ausbau der eigenen Rohstoffbasis und produziert eine umfangreiche Palette an Stahlrohren, Hohlprofilen, verzinkten Produkten und branchenspezifischen Produkten über ihr etabliertes Stahlwerk Nikolaidis TH. Bros S.A.</p> <p>In dem am 31. Dezember 2016 geendeten Geschäftsjahr hat die METALCORPGROUP einen konsolidierten Netto-Umsatz von EUR 422,6 Mio. (2015: EUR 446,6 Mio.), ein EBITDA von EUR 21,6 Mio. (2015: EUR 16,3 Mio.), ein EBIT von EUR 20,8 Mio. (2015: EUR 15,7 Mio.) und ein konsolidiertes Ergebnis nach Steuern von EUR 8,7 Mio.</p>

		(2015: EUR 5,5 Mio.) erzielt. Der Geschäftsbereich NE-Metalle erzielte einen Netto-Umsatz von EUR 362,2 Mio. (2015: EUR 359,8 Mio.). Der Geschäftsbereich Eisenmetalle erzielte einen Netto-Umsatz von EUR 50,8 Mio. (2015: EUR 83,5 Mio.).
B.16	Soweit der Emittentin bekannt, Angabe, ob an ihr unmittelbare oder mittelbare Beteiligungen bestehen oder ein beherrschender Einfluss ausgeübt wird	<p>Die Emittentin hat zwei (direkte) Anteilinhaber: LUNALA INVESTMENTS S.A., die 69.300.360 Anteile und somit 99% des ausgegebenen Kapitals hält, und SOOTHGROVE PTY LIMITED, die 699.640 Anteile und somit 1% des ausgegebenen Kapitals hält.</p> <p>LUNALA INVESTMENTS S.A. ist ein nach dem Recht des Großherzogtums Luxemburg errichtetes und bestehendes Unternehmen mit Sitz in 8 rue Dicks, L-1417, Luxemburg, Großherzogtum Luxemburg. Soweit der Emittentin bekannt ist, wird die LUNALA INVESTMENTS S.A. von der MONACO RESOURCES GROUP S.A.M. als Mehrheitsgesellschafter, der 99% des Grundkapitals der LUNALA INVESTMENTS S.A. hält, beherrscht. Soweit der Emittentin bekannt ist, wird die MONACO RESOURCES GROUP S.A.M. wiederum von der Cycorp First Investment Ltd. als Mehrheitsgesellschafter, der 100% des Grundkapitals der MONACO RESOURCES GROUP S.A.M. hält, beherrscht. Demzufolge wird die Emittentin indirekt von der Cycorp First Investment Ltd. beherrscht. Soweit der Emittentin bekannt ist, ist der wirtschaftliche Letztbegünstigte der Cycorp First Investment Ltd. mit mehr als 25 % Pascale Younès.</p> <p>SOOTHGROVE PTY LIMITED ist ein nach australischem Recht errichtetes und bestehendes Unternehmen mit Sitz in 26 George Street, Greenwich, Sydney, New South Wales.</p>
B.17	Rating	Am 6. März 2017 erhielt die Emittentin von der Creditreform Rating AG, Neuss („ Creditreform “), einer von der Bundesanstalt für Finanzdienstleistungsaufsicht („BaFin“) anerkannten Ratingagentur, ein Rating von „BB“. „BB“ bedeutet „befriedigende Bonität, geringes bis mittleres Ausfallrisiko“.

Abschnitt C – Wertpapiere		
C.1	Art und Gattung einschließlich Wertpapierkennung	Bei den angebotenen Wertpapieren handelt es sich um Schuldverschreibungen. International Securities Identification Number (ISIN): DE000A19MDV0 Wertpapierkennnummer (WKN): A19MDV Börsenkürzel: ME0A
C.2	Währung	Die Währung der Wertpapieremission ist Euro/EUR.
C.5	Beschränkungen für die freie Übertragbarkeit der Wertpapiere	Entfällt. Beschränkungen für die freie Übertragbarkeit der Wertpapiere bestehen nicht.
C.8	Mit den Wertpapieren verbundene Rechte	<p>Mit den Wertpapieren verbundene Rechte: Die Inhaber der Schuldverschreibungen haben das Recht auf Zahlung jährlicher Zinsen für den Zeitraum ab dem Begebungstag (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und danach rückwirkend von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich). Zudem haben die Schuldverschreibungsinhaber im Falle eines Kontrollwechsels ein Wahlrecht auf vorzeitige Rückzahlung und unter bestimmten Voraussetzungen Kündigungsrechte, wie in den Anleihebedingungen beschrieben.</p> <p>Den Schuldverschreibungsinhabern steht das Recht auf vorzeitige Rückzahlung für den</p>

		<p>Fall zu, dass die Emittentin oder eine Wesentliche Tochtergesellschaft eine Zahlungsverpflichtung in Höhe von insgesamt mehr als EUR 10.000.000 aus einer Finanzverbindlichkeit oder aufgrund einer Bürgschaft oder Garantie, die für solche Verbindlichkeiten Dritter gegeben wurde, bei (ggf. vorzeitiger) Fälligkeit oder nach Ablauf einer Frist von 30 Tagen nach Inanspruchnahme nicht erfüllt (Drittverzug).</p> <p>Rangordnung: Die Schuldverschreibungen begründen nicht nachrangige, nicht besicherte Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.</p> <p>Beschränkungen: Der Emittentin steht im Falle des Eintritts eines steuerlichen Ereignisses, infolge dessen sie zur Zahlung zusätzlicher Beträge verpflichtet wird (wie in den Anleihebedingungen definiert), das Recht zu, die Schuldverschreibungen vorzeitig zu kündigen und vorzeitig zurückzuzahlen.</p>
C.9	Nominaler Zinssatz, Zinsperioden und -fälligkeitstermine, Fälligkeit und Vereinbarungen für die Tilgung des Darlehens, Rückzahlungsverfahren, Rendite und Name des Vertreters der Schuldtitelinhaber	<p>C.8 sowie:</p> <p>Nominaler Zinssatz: Der nominale Zinssatz beträgt 7% p.a..</p> <p>Zinsperiode und -fälligkeitstermine: Die Schuldverschreibungen werden vom 2. Oktober 2017 (einschließlich) bis zum 2. Oktober 2022 (ausschließlich) mit einem jährlichen Zinssatz von 7% verzinst. Die Zinsen sind nachträglich am 2. Oktober eines jeden Jahres und damit am 2. Oktober 2018, 2. Oktober 2019, 2. Oktober 2020, 2. Oktober 2021 und letztmalig am 2. Oktober 2022 und, falls der Zinsfälligkeitstermin nicht auf einen Geschäftstag fällt, am nächsten Geschäftstag, zahlbar.</p> <p>Rückzahlungsverfahren: Die Emittentin wird die Schuldverschreibungen am 2. Oktober 2022, vorbehaltlich einer vorzeitigen Rückzahlung der Schuldverschreibungen, zu 100 % des Nennbetrages zurückzahlen.</p> <p>Rendite: 7% p.a. Die jährliche Rendite der Schuldverschreibungen auf Grundlage des Ausgabebetrag von 100 % des Nennbetrages und Rückzahlung bei Ende der Laufzeit entspricht der Nominalverzinsung und beträgt 7%).</p> <p>Name des Vertreters der Schuldtitelinhaber: Entfällt; es wurde noch kein Vertreter der Schuldtitelinhaber bestellt.</p>
C.10	Derivative Komponente bei der Zinszahlung	Entfällt; die Schuldverschreibungen haben keine derivative Komponente bei der Zinszahlung.
C.11	Zulassung zum Börsenhandel an einem regulierten Markt	Entfällt; es ist nicht vorgesehen, einen Antrag auf Zulassung der Wertpapiere zum Handel an einem geregelten Markt zu stellen.

Abschnitt D – Risiken		
D.2	Risiken, die dem Emittenten eigen sind	<p>Markt- und wettbewerbsbezogene Risiken der METALCORPGROUP</p> <ul style="list-style-type: none"> Die METALCORPGROUP ist von der allgemeinen wirtschaftlichen Lage und der konjunkturellen Entwicklung in ihren Absatzmärkten abhängig. Die METALCORPGROUP kann Rückgängen des derzeitigen und erwarteten Rohstoffangebots bzw. der Nachfrage nach Rohstoffen ausgesetzt

		<p>sein.</p> <ul style="list-style-type: none"> • Die Geschäftstätigkeit der METALCORPGROUP unterliegt dem Einfluss von Schwankungen der Kurse für Stahl, Aluminium, Nichteisenmetalle und andere Materialien und Produkte, mit denen die Emittentin handelt oder die sie herstellt. • Wettbewerber, bestehende Hersteller oder Kunden, denen größere finanzielle und organisatorische Mittel zur Verfügung stehen, können zusätzliche Marktanteile gewinnen, und die Wettbewerbsintensität könnte durch intensiveren Preisdruck zunehmen. • Die METALCORPGROUP ist von der Verfügbarkeit und ordnungsgemäßen Funktionsweise der Infrastruktur und des globalen Transportnetzes abhängig. <p>Risiken im Zusammenhang mit der Geschäftstätigkeit der METALCORPGROUP</p> <ul style="list-style-type: none"> • Die Emittentin ist eine Holding-Gesellschaft ohne operatives Geschäft bzw. ohne eigene Geschäftstätigkeit und damit von dem operativen Ergebnis ihrer Tochtergesellschaften abhängig. • Im Rahmen der Produktion von Aluminium ist die METALCORPGROUP dem Risiko ausgesetzt, dass Kunden im Falle eines Geschäftsrückgangs selbst das Umschmelzen von Aluminium-Schrott übernehmen. • Die METALCORPGROUP ist von der Qualität der von ihr eingekauften Rohstoffe und Metalle abhängig. • Die METALCORPGROUP ist aufgrund ihres hohen Energiebedarfs bei der Aluminiumproduktion auf ein wirtschaftlich akzeptables Preisniveau im Rahmen ihrer Energiebeschaffung angewiesen. • Die METALCORPGROUP ist dem Risiko des Zahlungsverzugs und der Zahlungsunfähigkeit ihrer Kunden ausgesetzt. • Die METALCORPGROUP könnte Gewährleistungsansprüchen wegen fehlerhafter Produkte ausgesetzt sein. • Der Verlust wesentlicher Verträge mit Zulieferern und Kunden könnte sich nachteilig auf die Geschäftstätigkeit der METALCORPGROUP auswirken. • Die METALCORPGROUP unterliegt im Rahmen ihrer Ressourcenerschließung Projektrisiken. • Die METALCORPGROUP ist möglicherweise nicht ausreichend versichert. • Die METALCORPGROUP ist von den Leistungen dritter Dienstleister abhängig, insbesondere im Bereich Transport und Logistik, die nicht ihrer Kontrolle unterliegen. • Es können sich Risiken aufgrund von Abweichungen zwischen der Unternehmensplanung und der tatsächlich eintretenden Geschäftsentwicklung ergeben. • Maßnahmen im Rahmen von arbeitsrechtlichen oder tariflichen Auseinandersetzungen bei der METALCORPGROUP, bei ihren Zulieferern oder bei Kunden der METALCORPGROUP könnten die Geschäftstätigkeit der METALCORPGROUP nachteilig beeinflussen. • Käufe von Unternehmen und Unternehmensbeteiligungen können ein hohes unternehmerisches Risiko für die METALCORPGROUP darstellen.
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		<ul style="list-style-type: none"> • Die METALCORPGROUP ist Wechselkursschwankungen ausgesetzt. • Die METALCORPGROUP ist Risiken, die mit einer Handelsfinanzierung und der Finanzierung des laufenden Geschäfts verbunden sind, ausgesetzt. Naturgemäß haben einige dieser Betriebsmittellinien eine kürzere Laufzeit als ein Jahr und sind daher im Laufe des Jahres 2018 zurückzuzahlen. • Der Produktionsprozess der METALCORPGROUP birgt Technik- und Unfallrisiken, die Betriebsunterbrechungen zur Folge haben können. • Störungen der Computer- und Datenverarbeitungssysteme sowie Datenverluste können die Produktionsprozesse der METALCORPGROUP beeinträchtigen. • Die Einhaltung umweltrechtlicher Bestimmungen sowie Haftungsrisiken, die mit Umweltverschmutzung und Altlasten verbunden sind, können erhebliche Kosten verursachen. • Das steuerrechtliche Umfeld kann sich nachteilig verändern und dadurch die METALCORPGROUP als Steuersubjekt nachteilig beeinträchtigen. • Im Rahmen einer zukünftigen Steuer- oder Sozialversicherungsprüfung könnten sich Zahlungsverpflichtungen ergeben. • Es können Risiken im Zusammenhang mit Rechtsstreitigkeiten entstehen. • Es können Risiken im Zusammenhang mit der Verlässlichkeit von Prognosen und anderen zukunftsgerichteten Aussagen hinsichtlich der Unternehmens- und Geschäftsentwicklung der METALCORPGROUP entstehen.
<p>D.3</p>	<p>Risiken in Bezug auf die Schuldverschreibungen</p>	<ul style="list-style-type: none"> • Die Schuldverschreibungen sind nicht für jeden Anleger geeignet. • Vor der Begebung der Schuldverschreibungen existiert für diese kein Markt. Es besteht außerdem keine Gewissheit, dass ein liquider Sekundärmarkt für die Schuldverschreibungen entstehen wird, oder, sofern er entsteht, fortbestehen wird. Ist der Markt illiquide, kann ein Anleger seine Schuldverschreibungen unter Umständen nicht jederzeit zu angemessenen Marktpreisen veräußern. • Die Schuldverschreibungsinhaber sind dem Risiko ausgesetzt, dass die Schuldverschreibungen aufgrund einer Verletzung von Zulassungsfolgenpflichten seitens der Emittentin oder aus anderen Gründen nicht länger im Open Market der Frankfurter Wertpapierbörse oder den Handel an einer anderen Wertpapierbörse einbezogen und somit nicht bzw. kaum mehr handelbar sind. • Die Schuldverschreibungsinhaber sind dem Risiko einer ungünstigen Kursentwicklung der Schuldverschreibungen ausgesetzt, das mit der Veräußerung der Schuldverschreibungen vor dem Rückzahlungstag verbunden ist. • Im Falle einer Verschlechterung der Bonität der Emittentin oder im Falle einer Änderung der Einschätzung der Bonität der Emittentin seitens der Marktteilnehmer infolge zukünftiger Änderungen der Rechnungslegungsstandards und somit auch der Bilanzposten könnte der Kurs der Schuldverschreibungen fallen. • Die (auf Euro lautenden) Schuldverschreibungen können insbesondere für Schuldverschreibungsinhaber, für die der Euro eine Fremdwährung darstellt, ein Währungsrisiko darstellen. Ferner können Regierungen oder zuständige Behörden künftig Devisen- oder Kapitalkontrollen einführen. • Die Schuldverschreibungen sind unbesichert. Die Emittentin ist zudem eine reine Holdinggesellschaft. Schuldverschreibungsinhaber haben daher im Falle der Insolvenz einer operativen Tochtergesellschaft nur indirekt

		<p>über die Emittentin Ansprüche auf nachrangige Befriedigung aus der Insolvenzmasse. Schuldverschreibungsinhaber sind ferner im Falle der Insolvenz der Emittentin dem Risiko eines Totalausfalls ausgesetzt, da weder eine gesetzliche Einlagensicherung noch eine mit dieser vergleichbare Sicherung besteht.</p> <ul style="list-style-type: none"> • Schuldverschreibungsinhaber unterliegen über die Laufzeit der Schuldverschreibungen einem Inflationsrisiko. Dadurch kann sich die Realverzinsung aus der Investition in die Schuldverschreibungen verringern. • Die Schuldverschreibungsinhaber sind dem Risiko ausgesetzt, in einer Versammlung der Schuldverschreibungsinhaber überstimmt zu werden und gegen ihren Willen Rechte gegenüber der Emittentin zu verlieren, wenn die Mehrheit der Schuldverschreibungsinhaber gemäß den Anleihebedingungen durch Beschlussfassung nach Maßgabe des Schuldverschreibungsgesetzes aus dem Jahr 2009 (SchVG) Änderungen der Anleihebedingungen zustimmen. • Ein Rating der METALCORPGROUP könnte sich verschlechtern. Zudem können von Dritten Ratings der METALCORPGROUP oder ihrer Schuldverschreibungen erstellt werden, die sich negativ auf den Kurs der Schuldverschreibungen auswirken. Ein Rating berücksichtigt nicht notwendigerweise alle Risiken und stellt keine Empfehlung in Bezug auf den Kauf oder das Halten der Schuldverschreibungen dar. Es kann von der Ratingagentur jederzeit geändert, ausgesetzt oder zurückgenommen werden. • Der Kurs der Schuldverschreibungen könnte infolge von Änderungen des Marktzinses fallen. • Die METALCORPGROUP könnte weitere Schuldtitel begeben oder weiteres Fremdkapital aufnehmen. • Die Schuldverschreibungen können nach Wahl der Emittentin aus besonderen steuerlichen Gründen vorzeitig zum Nennbetrag zurückgezahlt werden. Daher könnte die Rendite niedriger als erwartet ausfallen. • Transaktionskosten können das Gewinnpotential der Schuldverschreibungen erheblich verringern oder sogar ausschließen. • Schuldverschreibungsinhaber, die den Erwerb der Schuldverschreibungen über einen Kredit finanzieren, können im Falle eines Ausfalls der Schuldverschreibungen einem erheblichen Verlustanstieg ausgesetzt sein. • Zinszahlungen auf die Schuldverschreibungen und/oder von den Schuldverschreibungsinhabern beim Kauf oder Verkauf der Schuldverschreibungen realisierte Gewinne können der Besteuerung unterliegen.
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Abschnitt E – Angebot		
E.2b	Gründe für das Angebot und Zweckbestimmung der Erlöse	<p>Die Emittentin kann im Zusammenhang mit dem Angebot (<i>wie nachstehend in Abschnitt E 3 definiert</i>) einen voraussichtlichen Emissionserlös von bis zu EUR 50.000.000,00 ausgehend von einer Vollplatzierung der Schuldverschreibungen in Höhe von EUR 50.000.000,00 erzielen.</p> <p>Der tatsächliche Emissionserlös hängt jedoch in hohem Maße von der Annahmequote des Umtauschangebots (<i>wie nachstehend in Abschnitt E 3 definiert</i>) einerseits und der Annahme des Öffentlichen Angebots (<i>wie nachstehend in Abschnitt E 3 definiert</i>) und der Platzierungsquote im Rahmen der Privatplatzierung (<i>wie nachstehend in Abschnitt E 3 definiert</i>) andererseits ab.</p> <p>Im Falle der vollständigen Platzierung der Schuldverschreibungen in Höhe von</p>

		<p>EUR 50.000.000 im Wege des Umtauschangebots an die Inhaber der Schuldverschreibungen 2013/2018 und somit einer vollständigen Nichtplatzierung der Schuldverschreibungen im Wege des Öffentlichen Angebots und der Privatplatzierung würde die Emittentin überhaupt keine Emissionserlöse erzielen. In diesem Fall würde die Emittentin jedoch aufgrund des Wegfalls der Verpflichtung zur Zahlung des Rückzahlungsbetrags, der ansonsten für die derzeit rückzahlbaren Schuldverschreibungen 2013/2018 am 27. Juni 2018 fällig wäre, liquide Mittel in Höhe von insgesamt EUR 50.000.000 erhalten.</p> <p>Im umgekehrten Fall der vollständigen Platzierung der Schuldverschreibungen in Höhe von EUR 50.000.000 im Wege des Öffentlichen Angebots und der Privatplatzierung, d. h. einer vollständigen Nichtplatzierung der Schuldverschreibungen im Wege des Umtauschangebots, würde der Emissionserlös EUR 50.000.000 betragen. In diesem Fall müsste die Emittentin die Schuldverschreibungen 2013/2018 am 27. Juni 2018 vollständig zurückzahlen.</p> <p>Die Emittentin beabsichtigt, die Nettoemissionserlöse, d.h. die Emissionserlöse aus dem Öffentlichen Angebot und der Privatplatzierung bzw. die liquiden Mittel aus der Annahme des Umtauschangebots nach Abzug der Emissionskosten in voraussichtlicher Höhe von ungefähr EUR 2.000.000,00, (die „Nettoemissionserlöse“), wie folgt zu verwenden:</p> <ul style="list-style-type: none"> • 90 % der Nettoemissionserlöse, d. h. ein Betrag in Höhe von bis zu ungefähr EUR 43.200.000,00 soll für die Rückzahlung der Schuldverschreibungen 2013/2018 verwendet werden. • 10 % der Nettoemissionserlöse, d. h. ein Betrag in Höhe von ungefähr bis zu EUR 4.800.000,00 soll für allgemeine Unternehmenszwecke, wie z. B. zusätzliche Barsicherheiten oder dem Ausbau unserer Geschäftstätigkeiten verwendet werden.
E.3	<p>Beschreibung der Angebotskonditionen</p>	<p>Die Emittentin bietet bis zu EUR 50.000.000,00 7 % Schuldverschreibungen, fällig zum 2. Oktober 2022, mit einem Nennwert von jeweils EUR 1000 (der „Nennwert“) in der Bundesrepublik Deutschland, dem Großherzogtum Luxemburg und dem Königreich der Niederlande zum Erwerb an (das „Angebot“).</p> <p>Das Angebot setzt sich zusammen aus:</p> <ul style="list-style-type: none"> (i) einem öffentlichen Angebot der Emittentin an die Inhaber der Schuldverschreibungen 2013/2018 zum Umtausch ihrer Schuldverschreibungen 2013/2018 gegen die angebotenen Schuldverschreibungen, das am 25. August 2017 auf der Webseite der Emittentin www.metalcorpgroup.com im Bereich „Anleihe“ und im Bundesanzeiger veröffentlicht werden wird (das „Umtauschangebot“); (ii) einem ausschließlich von der Emittentin durchgeführten öffentlichen Angebot über die Zeichnungsfunktionalität <i>DirectPlace</i> der Frankfurter Wertpapierbörse im Handelssystem XETRA oder in einem ein solches Handelssystem ersetzendes Handelssystem für die Sammlung und Abwicklung von Zeichnungsanträgen (die „Zeichnungsfunktionalität“) und im Großherzogtum Luxemburg durch Schalten einer Anzeige im Tageblatt (das „Öffentliche Angebot“); und (iii) einer Privatplatzierung an qualifizierte Anleger in und bestimmten Europäischen Staaten, jedoch außerhalb der Vereinigten Staaten von Amerika, Kanadas, Australiens und Japans, die von der Emittentin und dem Global Coordinator und Bookrunner unter Einhaltung der anwendbaren Ausnahmebestimmungen für Privatplatzierungen durchgeführt wird („Privatplatzierung“). <p>Die Schuldverschreibungen werden voraussichtlich wie folgt angeboten:</p> <ul style="list-style-type: none"> • Das Umtauschangebot wird am 30. August 2017 beginnen und am 22. September 2017 (24 Uhr MESZ) enden. • Das Öffentliche Angebot wird am 11. September 2017 beginnen und am 28. September 2017 (24 Uhr MESZ) enden. • Die Privatplatzierung wird vom 11. September 2017 bis zum 28. September

		<p>2017 2017 (24 Uhr MESZ) durchgeführt werden.</p> <p>Im Falle einer Überzeichnung endet der Angebotszeitraum für das Öffentliche Angebot jedoch vor dem vorgenannten Zeitpunkt, und zwar an dem Handelstag, an dem die Überzeichnung eingetreten ist.</p> <p>Die Emittentin behält sich das Recht vor, den Angebotszeitraum für das Umtauschangebot, das Öffentliche Angebot und/oder die Privatplatzierung zu verlängern oder zu verkürzen. Die Emittentin kann ohne die Angabe von Gründen nach ihrem alleinigen Ermessen den Angebotszeitraum verlängern oder verkürzen, den Umtausch vorzeitig beenden oder das Umtauschangebot, das Öffentliche Angebot und/oder die Privatplatzierung zurücknehmen. Jede Verkürzung oder Verlängerung des Angebotszeitraums wird auf der Webseite der Emittentin www.metalcorpgroup.com im Bereich „Anleihe“ und im Bundesanzeiger veröffentlicht. Des Weiteren wird die Emittentin, falls erforderlich, die Zustimmung der CSSF zu Nachträgen dieses Prospekts einholen und diese in derselben Weise wie diesen Prospekt veröffentlichen.</p> <p>Die Lieferung und Abrechnung der Schuldverschreibungen wird entweder durch den Global Coordinator und Bookrunner oder die Abwicklungsstelle auf Anweisung der Emittentin hin durchgeführt. Die Lieferung der Schuldverschreibungen erfolgt mit Wertstellung zum Begebungstag der Schuldverschreibungen. Die Lieferung der Schuldverschreibungen erfolgt durch Buchung über Clearstream in ihrer Eigenschaft als Clearingstelle und die Depotbanken.</p>
E.4	Beschreibung der für das Angebot wesentlichen Beteiligungen, einschließlich Interessenkonflikten	<p>Im Zusammenhang mit dem Angebot und der Börsennotierung der Schuldverschreibungen steht die FinTech Group Bank AG, Frankfurt am Main in einem Vertragsverhältnis mit der Emittentin. Nach erfolgreicher Durchführung des Angebots erhält die FinTech Group Bank AG eine Vergütung, deren Höhe unter anderem von der Höhe des Gesamtnennbetrags der im Rahmen des Angebots platzierten Schuldverschreibungen abhängt. Insofern hat die FinTech Group Bank AG auch ein wirtschaftliches Interesse an der erfolgreichen Durchführung des Angebots, aus dem sich ein möglicher Interessenkonflikt ergeben kann.</p>
E.7	Geschätzte Aufwendungen, die die Emittentin den Anlegern in Rechnung stellt	<p>Entfällt;</p> <p>Die Emittentin stellt den Anlegern keine Kosten oder Steuern in Rechnung.</p>

3 RISK FACTORS

Before making a decision on the purchase of the Notes of Metalcorpgroup B.V. (the “Issuer” and together with its subsidiaries the “METALCORPGROUP”), investors should carefully review and consider the following material risk factors as well as all other information contained in this Prospectus. The occurrence of one or more of these risks may either individually or in combination with other circumstances materially impair the business of the Issuer and METALCORPGROUP and may have a considerable detrimental effect on METALCORPGROUP’s financial position and results of operation. The order in which the risks are listed is neither an indication of the probability of occurrence nor of the gravity or significance of each risk. In addition to the risks listed herein, there may be additional risks of which METALCORPGROUP is currently not aware which may be important. Following the occurrence of any of these risks, stock exchange prices of the Notes of the Issuer could decline and investors could lose all or part of their investment.

3.1 Risks relating to the Issuer

3.1.1 Risks relating to the market and competition of METALCORPGROUP

METALCORPGROUP is dependent on the overall economic situation and the economic development in its sales market.

METALCORPGROUP’s business activities are spanned from Europe across the world. The future development of the European economy, the global economy and the development of the economy in the different countries, especially in countries in which METALCORPGROUP conducts and seeks to expand its business, directly affect METALCORPGROUP’s business activities and can represent material risks to METALCORPGROUP’s business activities. Not least the continuously high national debt of member states of the European Union, e.g. Greece, Italy, Spain and Portugal, could lead to future material turbulences in the national and international financial markets. These could also affect business enterprises and solely or together with other macroeconomic factors cause a material decrease of the general economic activity and particularly of the order situation of companies. Similarly, for example the current tense political situations in Middle East, the armed conflicts in Iraq and Syria as well as the crisis in Ukraine and the resulting tense relationship between Russia and western countries might have a negative impact on the economy and therefore on the demand for steel, aluminium, non-ferrous metals and other materials and products, which METALCORPGROUP trades or produces. The demand for these products especially on the Asian markets is also dependent on the local economic growth, which has already weakened over the recent past. If the economic growth in the whole of Asia, in the important Asian economies in total or in several important national economies in the Asian region, e.g. China, Thailand, Malaysia or Singapore, (further) decreased in the future or if it even came to a recession, the local demand for steel and metals would decrease. A decreasing demand for steel, aluminium, non-ferrous and all other materials and products which METALCORPGROUP trades or produces could affect METALCORPGROUP’s business. Negative trends in the economy of METALCORPGROUP’s relevant markets could have adverse effects on the demand for metals and raw materials and therefore or due to other consequences of negative economic trends have a material adverse effect on METALCORPGROUP’s financial position and results of operations.

METALCORPGROUP could be exposed to declines in the current and expected volumes of supply respectively demand for commodities.

The current and expected supply and demand for the commodities in which METALCORPGROUP is active vary over time based on changes in resource availability, government policies and sanctions (e.g. punitive tariff duties for steel and ferrous products), regulatory environment, costs of production, global and regional economic conditions, demand in end markets for such products in which the commodities are used, technological developments, including commodity substitutions, fluctuations in global production capacity, global and regional weather conditions and natural disasters including, for example, earthquakes and floods, all of which impact global markets. Furthermore, changes in current and expected supply and demand conditions impact the current and expected future prices (and thus the price curve) of each commodity. Declines in the volume of each commodity marketed by METALCORPGROUP could materially adversely impact METALCORPGROUP’s financial position and results of operations. These declines could result in a reduction in the average marketing unit margin achieved in respect of the volumes handled by METALCORPGROUP’s marketing activities, or a reduction in the volume and/or margin in respect of commodities produced by METALCORPGROUP’s industrial assets.

A deterioration of the economic and financial environment worldwide or limited to a region or a single industry may have a material adverse effect on the supply or the demand for commodities. An enormous decrease or increase in

commodity prices may have as a consequence that that customers or suppliers are unwilling or unable to fulfil their contractual obligations with respect to the sale or purchase of commodities at a predetermined price.

Each of the above-mentioned events could have a material adverse effect on METALCORPGROUP's financial position and results of operations.

METALCORPGROUP's business activities are influenced by fluctuations of the market prices for steel, aluminium, non-ferrous metals and other materials and products, which the Issuer trades or produces.

METALCORPGROUP operates worldwide physical trading of metals and commodities for steel making and non-ferrous metals and produces secondary aluminium cast blocks and copper granulates. Prices of most commodities including steel, aluminium and non-ferrous metals are commonly subject to frequent fluctuations of market prices. METALCORPGROUP's aim is, in particular, to minimise the market price risks for the traded commodities by routinely carrying out physical trading activities on a back-to-back basis only, meaning that METALCORPGROUP only enters into commodity purchase transactions based on the spot market price if each purchase is covered by a corresponding sale of the same commodity and quantity at a pre-determined price which is higher than the purchase price, or are hedged. As a matter of principle, METALCORPGROUP does not buy commodities which are not at the same time or immediately sold or which would have to be held in stock and METALCORPGROUP also does not speculate with commodity prices. METALCORPGROUP's business activities may nevertheless be influenced by fluctuations in the market prices of steel, aluminium, non-ferrous metals and all other materials and products which are traded or produced by METALCORPGROUP, which could cause the net turnover of METALCORPGROUP to also fluctuate, which cannot be influenced or controlled by METALCORPGROUP. In addition, in the Aluminium production, own stocks hold for production could be affected negatively if the price of aluminium declines despite the stocks being hedged via the LME. In case of future resources development, prices could decline to a level where the project could become uneconomical. Furthermore, METALCORPGROUP earnings could be volatile due to fixed margins under off-take agreements declining in line with the market prices of the related commodities. Furthermore, fluctuations in METALCORPGROUP's earnings may arise as a result of the volatility of the different prices of steel, aluminium, non-ferrous metals and other materials and products which are traded and produced by METALCORPGROUP in so far as the gross margin is influenced by the product mix and the relative proportion of the individual products. Thus fluctuations in the market prices of steel, aluminium, non-ferrous metals and other materials and products which the Issuer trades or produces could have a material adverse effect on METALCORPGROUP's financial condition and results of operations.

Competitors, existing producers or customers with higher financial and organisational resources may gain additional market shares and the competitive intensity might increase due to a more intense pricing pressure.

Some of METALCORPGROUP's competitors, existing producers or customers may, in the future, use their resources to broaden into all of the markets in which METALCORPGROUP operates and therefore compete further against METALCORPGROUP's business activities. These competitors, existing producers or customers in the future may also expand and diversify their commodity sourcing, processing or marketing operations, or engage in pricing or other financial or operational practices that could increase competitive pressure on METALCORPGROUP across each of its business divisions. With regard to the German secondary aluminium production market, according to the Issuer's knowledge, competitors of METALCORPGROUP intend to grow by the creation of remelting facilities. The Issuer does not regard the competitive position of METALCORPGROUP to be affected, as METALCORPGROUP focusses on customized secondary aluminium additional products, where it notifies an increasing demand. However, increased competition can always result in losses of market share for METALCORPGROUP and could materially adversely affect METALCORPGROUP's financial position and results of operations. Also further consolidation of miners or steel and metal producers could reduce the numbers of available suppliers and that could have a material adverse effect on METALCORPGROUP's financial condition and results of operations.

METALCORPGROUP is dependent on the availability and proper functioning of infrastructure and global transportation.

METALCORPGROUP's business activities involve the transportation of large quantities of metals and metal-related raw materials mainly via ocean going vessels to customers throughout the world.

As a consequence, METALCORPGROUP is dependent on the availability and proper functioning of infrastructure and transportation means. Should there be a major disruption in transportation or infrastructure METALCORPGROUP may not be able to meet its obligations vis-a-vis its customers which could cause its customers to claim penalty payments from METALCORPGROUP against which it may not be adequately insured. Furthermore, METALCORPGROUP's

customers might terminate existing business relations. Any of the aforementioned circumstances could have a material adverse effect on METALCORPGROUP's financial condition and results of operations.

3.1.2 Risks relating to METALCORPGROUP's business

The Issuer is a holding group without an own operative business, respectively without business activities and therefore depends on the operating results of its subsidiaries.

The Issuer is a holding company and has no relevant business or operational activities other than the administration and financing of its direct and indirect subsidiaries. It is therefore dependent on dividend payments and funding from its operating entities and thus exposed to risks and uncertainties similar to those faced by its subsidiaries. If the Issuer does not receive dividend payments by its operating entities resulting from incapability or other reasons, this could have a material adverse effect on METALCORPGROUP's business, financial condition and results of operations.

Concerning the production of aluminium, METALCORPGROUP is exposed to the risk, that clients conduct the melting of the aluminium scrap themselves in case of a business downturn.

In the Non-Ferrous Metals Division METALCORPGROUP operates a re-melting and casting plant for secondary aluminium in Berlin and holds a 50% participation in a secondary Aluminium plant in Stockach, Germany. As a core business activity, METALCORPGROUP purchases and receives approximately 75% of the required aluminium from its customers and turns it into secondary aluminium cast blocks. However, METALCORPGROUP's output and sales depends on the business development of its customers, because the lower the need of the customers and their customers may be the less they will demand products from METALCORPGROUP. Furthermore, METALCORPGROUP is exposed to the risk that its customers will re-melt and produce the required products by themselves instead of demanding the products from METALCORPGROUP. Both trends and circumstances as well as other unexpected developments by which the demand of the products of METALCORPGROUP's Non-Ferrous Metals Division declines could have a material adverse effect on METALCORPGROUP's financial condition and results of operations.

METALCORPGROUP is dependent on the quality of the raw materials and metals purchased.

METALCORPGROUP buys large quantities of metal-related raw materials, metals and metal products for sale. Accordingly, METALCORPGROUP significantly depends on the quality and concentration of recovered metals and non-ferrous metals as well as other raw materials purchased. In addition, the price for raw materials traded by METALCORPGROUP will be determined according to the respective quality of the product. Any deterioration of quality of traded metals or raw materials can thus adversely affect the business of METALCORPGROUP. In the different trading businesses, a quality inspection takes place at the producer and at the unloading port in order to secure that the quality is in line with METALCORPGROUP's purchase and sale contract. Despite these measures, the quality of the different products might be not sufficient and liabilities may arise. As a result quality problems or a lack in the agreed quality of the raw materials and metals purchased could have a material adverse effect on METALCORPGROUP's business, financial condition and results of operations.

METALCORPGROUP depends on economically acceptable conditions for its energy purchase due to its large demand of energy necessary for the aluminium production.

METALCORPGROUP's aluminium production is energy-intensive and requires the availability of high quantities of gas and electric energy at economically acceptable conditions. Although this is currently secured by contracts with the suppliers with duration between one and two years and the technology used for the recycling requires only 5% of the energy used in primary aluminium production, negative influences on the profitability in case of rising energy prices in the future cannot be excluded. A lack of energy at economically acceptable conditions or at all, could have a material adverse effect of METALCORPGROUP's financial condition and results of operations.

METALCORPGROUP is exposed to the risk of default of payment and illiquidity on the part of its customers.

METALCORPGROUP is active in metal commodities trading across the globe. The market price for raw materials and base metals is volatile and cannot be controlled. METALCORPGROUP's business activities are therefore structured in a way that price risks are naturally hedged through back-to-back transactions or hedged with the London Metal Exchange (LME) including tripartite agreements. It cannot be ruled out that customers or suppliers who do not use the same securitisation mechanisms face problems with their own liquidity. Although METALCORPGROUP, dependent on ratings, enters into contracts with new customers usually only on a letter of credit basis and open account terms are only offered to credit insured customers with whom METALCORPGROUP has a long-term relationship, negative fi-

financial effects can result from insolvencies of customers, e.g. due to the loss of the cash collateral which is deposited for the trade financing or the credit insurance not covering 100% of the credit risk. Any such events could have a material adverse effect on METALCORPGROUP's financial position and results of operations.

•METALCORPGROUP could be exposed to warranty claims due to defective products.

METALCORPGROUP is inter alia a secondary slab producer turning aluminium scrap, alloy additives and small quantities of primary aluminium into high-quality aluminium cast blocks. METALCORPGROUP furthermore produces copper granulates and steel pipes and tubes. As a result, METALCORPGROUP could be exposed to warranty and product liability claims should any of its products be defective. Any such claim and resulting lawsuits, proceedings and other claims could result in increased costs for METALCORPGROUP. Moreover, defective products could result in loss of sales, loss of customers, and loss of market acceptance. The risks arising from such warranty and product liability lawsuits, proceedings and other claims are insured up to levels considered economically reasonable by METALCORPGROUP, but the insurance coverage could prove insufficient in individual cases. Additionally, any major defect in one of METALCORPGROUP's products could also have a materially adverse effect on its reputation and market perception, which in turn could have a material adverse effect on METALCORPGROUP's financial condition and results of operations.

The loss of material contracts with suppliers or customers could adversely affect the business activities of METALCORPGROUP.

METALCORPGROUP has entered into numerous contracts and agreements with suppliers and customers. Part of these contracts and agreements is of material significance for METALCORPGROUP and its business activities. In the Steel and Non-Ferrous Division trades are initiated by traders, who provide an estimation of the trade including the proposed terms and conditions. The initial review is performed by the trade controller (first review) and the back office (contracting department; second review). After these reviews the final proposal is presented and approved by the division's management after review/discussion. At least two members of the divisional management sign the contracts. Upon completion of the trade actuals are compared to the approved estimation and variances are investigated. However, the termination of material contracts could have a material adverse effect on METALCORPGROUP's financial condition and results of operations.

METALCORPGROUP is subject to project risks in connection with its resource development.

METALCORPGROUP is involved in resources development. Generally, the execution of the overall project depends on the realization of several phases. Throughout these phases, geological studies, desktop studies, drilling programs in various stages, fatal flaw analysis, pre-feasibility and feasibility studies, conceptual engineering and other measures are required for progressing the projects. Throughout the execution of any project, there are risks that it may not be realised for various reasons; i.e. geological or desktop studies may discourage further exploration, drilling programs may prove to be unsuccessful or resources may not be exploitable on economically reasonable terms or at all.

Pre-feasibility studies and feasibility studies may also have negative results. METALCORPGROUP is involved in projects many of which have been realized, but others are subject to further execution with strategic partners. METALCORPGROUP could not be able to exploit resources commercially, or appraisal and development of discoveries could prove unsuccessful, or METALCORPGROUP could be unable to set up the required production and transportation facilities, or METALCORPGROUP could never procure earnings from production. These may have a material adverse effect on METALCORPGROUP's financial condition and results of operations.

Political systems in some of the countries METALCORPGROUP operates in could be instable and lead to insecurity, which could affect METALCORPGROUP's operating activities. Moreover, in certain countries METALCORPGROUP's operating activities could be adversely influenced by warfare or unrest. METALCORPGROUP's business activities, in particular on the resource development side, span numerous countries across the globe, some of which have more complex, less stable political or social climates and consequently higher country risk. Political risks include changes in laws, taxes or royalties, expropriation of assets, currency restrictions or renegotiations of, or changes to, mining leases and permits. Similarly, communities and people as well as inhabitants in certain regions may oppose mining activities for various reasons. METALCORPGROUP is also active in emerging countries, such as Egypt, Guinea and South Africa. E.g., METALCORPGROUP is active in the development of bauxite deposits in Guinea, a country with wealth in minerals. However, some of these countries could possibly be affected by warfare or unrest and thus, METALCORPGROUP's business could be impaired or impeded in the according region. Any of these factors could have an adverse effect on METALCORPGROUP's financial condition and results of operations.

No assurance can be given that under the respective applicable law METALCORPGROUP in the position of owner or lessee can be held responsible for contamination emanating from any of the estates and sites. However the same risk applies to the business activities of METALCORPGROUP. METALCORPGROUP could be held responsible for environmental pollution as producer or polluter. Also, METALCORPGROUP could be liable for injuries to persons and damages to property resulting from its activities. Any of these factors could have a material adverse effect on METALCORPGROUP's business, financial condition and results of operations.

METALCORPGROUP might not be sufficiently insured.

METALCORPGROUP's operations are subject to the risks normally associated with trading, production and resources development with respect to steel, aluminium and non-ferrous metals. METALCORPGROUP has concluded several insurance agreements to cover possible risks arising from its regular business activities. In particular, this includes global liability, employer's liability, property, fire and business disrupt insurances. However, METALCORPGROUP's insurance and indemnities may not adequately cover all risks or expenses. Therefore, METALCORPGROUP can give no assurance that its existing insurance and indemnity coverage is reasonable enough to cover all the risks to which it may be subject or that the proceeds of insurance applicable to covered risks or recovery under indemnities will be adequate to cover expenses relating to losses or liabilities. Accordingly, METALCORPGROUP may suffer material losses from uninsurable or uninsured risks or insufficient insurance and indemnity coverage. METALCORPGROUP is also subject to the risk of unavailability, increased premiums or deductibles, reduced coverage and additional or expanded exclusions in connection with its insurance policies. In the event of any occurrence which results in losses or other adverse effects on METALCORPGROUP for which it does not have adequate insurance or indemnity coverage, this may have a material adverse effect on METALCORPGROUP's business, financial condition and results of operations.

METALCORPGROUP is dependent on the efforts of third-party service providers, especially in the area of transport and logistics that it does not control.

The success of METALCORPGROUP's business depends on the efforts of various third-party service providers that METALCORPGROUP does not control. Although METALCORPGROUP has relationships with a number of third-party service providers such as shipping and logistics companies, it cannot be assured that it will be able to rely on such service providers in future. If any of these relationships with third-party service providers cease or are unavailable on commercially acceptable terms, METALCORPGROUP might not be able to execute its business plan on time.

Moreover, METALCORPGROUP might be held liable for any damages by third parties that it relies upon but does not control. In addition, METALCORPGROUP might not be able to subrogate against any contractors and servicers it relies upon in case METALCORPGROUP is liable to any third parties due to damages by such contractors or servicers.

Any such event may have a material adverse effect on METALCORPGROUP's financial condition and results of operations.

Risks may arise from deviations between the corporate planning and the actual business development.

Information on the basis of METALCORPGROUP's business plan such as turnover, expenses and income, as well as any forward looking statements and outlooks contained in this Prospectus are based on certain assumptions and thus - even though all available findings, experiences of the past and prospects of the management board of METALCORPGROUP in the event of the corporate planning have been considered - may prove to be wrong. There is a risk that any deviation from the expected cost and income on the basis of the business plan also affects the expected outcome and may have a negative impact on the results of operation of METALCORPGROUP. METALCORPGROUP uses profound knowledge and experience in trading commodities in the metal industry and has developed sound integrated controlling measures. However, no assurance can be given that undesirable developments in the corporate planning can be detected timely, if at all, and risks for METALCORPGROUP may arise. Moreover, no assurance can be given that any measures taken to counter the undesirable development will be on time or even effective at all.

Significant negative deviations from corporate planning therefore could have material adverse effect on METALCORPGROUP's financial condition and results of operations.

Measures taken by METALCORPGROUP, its suppliers as well as by the customers of METALCORPGROUP within the course of employment law or collective agreement related disputes may negatively influence the business activities of METALCORPGROUP.

METALCORPGROUP, its suppliers or customers may be affected by measures taken in the course of labour disputes, such as strikes or stoppages. This could impact the business and operations of METALCORPGROUP throughout the entire value chain.

The risk of labour disputes could also affect METALCORPGROUP through measures taken at its suppliers or customers, adversely affecting the marketing and supply chain. Any decline in sales therefore could have a material adverse effect on METALCORPGROUP's financial condition and result of operations.

Acquisitions of and participations in companies may constitute a high entrepreneurial risk for METALCORPGROUP.

With regard to securing existing contracts and developing its business activities as well as expanding its key markets, METALCORPGROUP could decide to acquire well-directed companies. METALCORPGROUP's strategy is to take strategic positions within the value chain to gain a competitive advantage. The objective is to create sustainable economic opportunities to benefit all stakeholders. However, an entrepreneurial risk, such as binding management resources is inherent to any acquisition of a company independent of its outcome. A (leveraged) acquisition involves higher debt and may increase the acquirer's interest costs. Acquisitions run the risk of failure to integrate the acquired company, production facilities, or staff and might not contribute to the targeted objective or synergetic effects. An acquisition therefore is insecure and may due to different factors have a material adverse effect on the financial condition and results of operation of METALCORPGROUP.

METALCORPGROUP is subject to fluctuations in currency exchange rates.

METALCORPGROUP is exposed to risks resulting from currency exchange rate fluctuations. The international trading of metals and metal-related raw materials is almost entirely based on U.S. dollars as a means of payment. As a result, the revenues generated by METALCORPGROUP are based to a large extent on U.S. dollars. In addition, most of its finance agreements as well as interest payable thereunder are also based on U.S. dollars.

As METALCORPGROUP operates on a worldwide basis, it is exposed to currency exchange rate fluctuations as a result of differences in the currency mix of its revenue and other expenses. In particular, METALCORPGROUP incurs higher expenses in Euro (e.g. costs for personnel and administration) as compared to the revenue it generates in Euro which only relates to certain parts of its business. At each reporting date, monetary items (such as cash, financial debt, trade receivables, payables and provisions for pensions and similar obligations) denominated in currencies other than the Euro are translated at the closing rate, while non-monetary items are translated at their historical rate for purposes of METALCORPGROUP's financial statements. With regard to monetary items, METALCORPGROUP is therefore exposed to risks related to the translation of assets and liabilities denominated in currencies other than the Euro.

The Issuer prepares its consolidated financial statements in Euro. For consolidation purposes, the assets and liabilities of all its subsidiaries are translated into Euro at the exchange rate applicable as at the balance sheet date (closing rate). Expenses, income and earnings are translated at the exchange rate prevailing at the transaction date. Fluctuations in the Euro/U.S. dollar exchange rate have had and may continue to have a significant impact on the reporting of METALCORPGROUP's financial condition and operating result. A long-term weakening of the U.S. dollar compared to the Euro may reduce METALCORPGROUP's reported profitability. Currency fluctuations can also have a significant impact on METALCORPGROUP's balance sheet, in particular total equity.

Accordingly, fluctuations in currency exchange rates and interest rates could have a material adverse effect on METALCORPGROUP's business, financial condition and results of operations.

METALCORPGROUP is subject to risks with regard to trade financing and financing of the current business operations. By nature some of these working capital facilities have durations shorter than one year and are therefore repayable in the course of 2018.

Physical trading of metals is capital intensive and access to trade financing facilities is a major entry barrier into the commodity trading market. According to METALCORPGROUP's experience, approximately 5 - 20% of each trade volume must be provided as cash collateral deposit for the trade financing bank.

Although, due to its strong financial and assets position METALCORPGROUP has significant trade finance facilities available with major Europe-based trade finance banks enabling its subsidiaries to execute significant trade volumes. As at 31 December 2016, METALCORPGROUP's trade finance facilities amounted to EUR 171 million. However, the major limiting factor in METALCORPGROUP's business activities is the need to provide further cash collateral deposits for the trade financing banks.

Furthermore, METALCORPGROUP also requires working capital facilities to finance the ongoing business. These facilities are generally short-term in nature with a duration being shorter than one year; therefore, some facilities must be repaid in the course of 2018. There can be no assurance that METALCORPGROUP will be able to obtain additional financing or prolong or replace existing financing at favourable interest rates and on favourable terms, or at all. General lending restrictions might endanger or raise the costs of financing marketing activities and investments in industrial plants. If METALCORPGROUP is not able to obtain financing at a favourable interest rate or on favourable terms or at all, METALCORPGROUP will only be able to fund its operations and to further grow its business on the basis of retained earnings and corresponding liquidity which is not secured. In addition, the credit rating of METALCORPGROUP could deteriorate which could lead to the requirement of increased cash collaterals which, in turn, would significantly limit METALCORPGROUP's trade volume. Additionally, METALCORPGROUP is bound by representations, reporting obligations and undertakings and must adhere to financial covenants under and during the term of its facility agreements. In case METALCORPGROUP has caused an event of default under a facility agreement (which may have reasons beyond its control, e.g. an impairment of fixed assets) and e.g. the financing banks do not declare a waiver, the outstanding amounts under all facilities may become immediately due and payable.

Any such event may have a material adverse effect on METALCORPGROUP's financial condition and results of operations.

The production process of METALCORPGROUP is subject to technical risks and risks of accident which might cause disruptions in the business operations.

METALCORPGROUP's business activities are dependent on, among others, a continuous, unobstructed operation of production and optimum logistics with regard to transportation and distribution of products. No assurance can be given that no interruption of production over a longer time could occur as a result of accidents, technical outages, and losses of production facilities. Together with damages of the production plant itself, a standstill of production could cause failure to perform delivery agreements and thus termination of contracts and claims for compensation. Any such standstill of production due to technical, accidental, or long-term disturbances of production facilities could in spite of existing insurances lead to material losses in revenues and possibly claims for compensation. Any of these factors could have a material adverse effect on the financial condition and results of operation of METALCORPGROUP.

Errors of the IT processing systems, as well as loss of data may derogate the production processes of METALCORPGROUP.

METALCORPGROUP is operating different IT processing systems in its business divisions and has implemented an IT system architecture, which supports its operating business and which includes appropriate security measures. Especially the operations of the production facilities of METALCORPGROUP, however, are dependent on an undisturbed and uninterrupted run of the IT system, the computer and data processing systems. No assurance can be given that outside influences beyond of METALCORPGROUP's control and with facility-destroying capacity such as fire, blizzard, disturbances, damages, electricity shortages, computer viruses, so-called hacker attacks and similar incidents do not lead to operational disturbances or breakdown of these systems. Any of those incidents could affect METALCORPGROUP's ability to keep up efficiently integrated production processes and have a material adverse effect on the operational business of METALCORPGROUP and thus its business, financial condition and results of operation.

To realize its business strategy and objectives METALCORPGROUP needs experienced managing directors. In this regard, it cannot be ensured that METALCORPGROUP will be able to keep the current directors in the company for the long term. In addition, METALCORPGROUP's business requires skilled personnel and professional staff in the areas of trading and transportation, operations, engineering, business development, marketing, finance and accounting. There is significant competition for such personnel.

METALCORPGROUP seeks to provide competitive compensation arrangements to retain and attract highly skilled personnel that are important to its business. The Directors believe that METALCORPGROUP's current compensation arrangements are competitive and adequate to allow METALCORPGROUP to engage, train and retain employees. Potential limitations on METALCORPGROUP's ability to engage, train and retain the required number of personnel would reduce its capacity to undertake further projects.

Any such event may have a material adverse effect on METALCORPGROUP's financial condition and results of operations.

A change of the applicable legislative and regulatory framework could affect or prohibit the production or distribution of METALCORPGROUP's products. In addition, important official permits in favour of METALCORPGROUP might not be given or be revoked. METALCORPGROUP's current and anticipated future operations, including further development activities and commencements of production on METALCORPGROUP's premises require permits from various federal, state, provincial, territorial, and local governmental authorities. There can be no assurance that all permits which future participations of METALCORPGROUP in resources development projects require for the construction of mining facilities and the conduct of mining operations will be obtainable on reasonable terms, or at all. Delays or failure to obtain such permits, or a failure to comply with the terms of any such permits that METALCORPGROUP has obtained, could have a material adverse effect on METALCORPGROUP's financial condition and results of operations.

The compliance of environmental law provisions and liability risks connected to environmental damages and polluted areas might cause substantial costs.

METALCORPGROUP's resource development and production activities are subject to a number of national and local laws and regulations relating to environmental quality, pollution control, and protection of fish, wildlife, cultural and other resources. Such laws and regulations increase the costs of these activities and may prevent or delay the commencement or continuance of operations. Among other things, METALCORPGROUP is subject to legislation regarding emissions into the environment, water discharges and storage and disposition of hazardous wastes, and protection of environmental resources. So far, METALCORPGROUP has complied with all environmental laws, has obtained or retained all respective permits and management is not aware of any problems in this regard. However, such laws and regulations are frequently changed, and are subject to authorities' staff's subjectivity and conditions. Therefore, the compliance with any such amended regulations or conditions may have a material adverse effect on METALCORPGROUP's financial condition and results of operations.

The tax law environment may adversely change and METALCORPGROUP as a taxable entity could be affected negatively.

As a corporation with subsidiaries in different tax jurisdictions, The Issuer's effective tax rate is subject to taxation and legislation (as well as jurisdiction and administration). Should the fiscal environment or the tax rates change in jurisdictions, where the Issuer and its subsidiaries conduct business, this may increase the tax burden and may have a material adverse effect on METALCORPGROUP's financial condition and results of operations.

An obligation of payments may arise in the context of a future tax audit or social insurance audit.

The material entities of METALCORPGROUP have been assessed in respect of tax for the period up to and including 2014. There can be no assurance that entities of METALCORPGROUP will not be retrospectively obliged to pay taxes, interests or penalties due to a different treatment of taxation issues by relevant taxation authorities. Similar risks apply to unfavourable social insurance audits. Any such event may have a material adverse effect on METALCORPGROUP's financial condition and results of operations.

Risks may result with regard to legal disputes.

METALCORPGROUP has operations in various countries including a number of developing countries. As a result, METALCORPGROUP companies may be involved in legal disputes, including disputes over exploration projects or liability for damage and contractual disputes with suppliers and customers. Defending private actions due to operations and presences in various countries around the globe can be costly and time consuming. If a judgment against METALCORPGROUP were to be rendered, METALCORPGROUP might be exposed to substantial financial liabilities, which might not be covered by its insurance and could result in losses. In addition to private actions, governmental and quasi-governmental agencies could bring a variety of actions against METALCORPGROUP. Other than the financial costs of defending these actions, governmental or quasi-governmental agencies may impose penalties for failures to comply with maritime laws, rules or regulations. In addition to financial penalties, METALCORPGROUP could be sanctioned, as a result of which it may be unable to operate in certain countries or be forced to incur substantial costs to comply with the applicable laws and regulations.

The costs and losses associated with administrative proceedings and litigation could have a material adverse effect on METALCORPGROUP's financial condition and results of operations.

Risks may arise in respect to the reliability of forecasts and other forward-looking statements regarding the development of METALCORPGROUP and its business.

METALCORPGROUP based any forward looking statements made in this Prospectus on a number of assumptions, opinions and outlooks of management directors and executive employees. Those statements are an expression of the present perception of these persons in view of possible future events that are still uncertain and subject to different risks concerning their actual occurrence. These or any other assumptions made by METALCORPGROUP and its managing directors or executive employees may prove to be wrong or any presumed factors may occur later than expected or may not occur at all. No assurance by METALCORPGROUP nor its managing directors or executive employees can be given that any assumptions made in this Prospectus turn out to be correct and future events actually occur. Moreover, investors should note that METALCORPGROUP is not obligated to update any assumption or opinion as displayed in this Prospectus with regard to possible future events or to adapt to future events or developments, unless required by legal provisions. Any of these factors could have an adverse effect on METALCORPGROUP's business, financial condition and results of operations.

•The interests of the Issuer's shareholders do not necessarily correspond to the interests of the Noteholders. The interests in the Issuer are held indirectly by several natural persons. The interests of the Issuer's shareholders could conflict with the interests of the holders of the Notes, particularly if METALCORPGROUP encounters financial difficulties or if it is unable to pay its debts when due. The Issuer's shareholders could also have an interest in pursuing acquisitions, divestitures, financings, dividend distributions or other transactions that, in their judgment, could enhance their equity investment, although such transactions might involve risks to the holders of the Notes. Finally, the Issuer's shareholders may have strategic objectives or business interests that could conflict with METALCORPGROUP's own strategies or interests. If the interests of the Issuer's shareholders conflict with its interests or the interests of the holders of the Notes, or if the Issuer's shareholders engage in activities or pursue strategic objectives that conflict with its interests or the interest of the holders of the Notes, METALCORPGROUP and the Noteholders could be disadvantaged. Any of these factors could have an adverse effect on METALCORPGROUP's business, financial condition and results of operations.

3.2 Risks relating to the Notes

The Notes are not appropriate for every investor

Potential investors should examine whether an investment in the Notes is appropriate in view of their individual situation. Any investor should, in particular:

- (i) have the necessary expertise and experience to appropriately assess the Notes, the chances and risks of the investment and the information contained in this Prospectus and any information incorporated herein by reference;
- (ii) have access to and knowledge of suitable methods of analysis in order to be able to evaluate the influence the Notes will have on its entire investment portfolio within the context of its financial situation;
- (iii) have at its disposal sufficient financial reserves and liquidity to compensate all risks associated with an investment in the Notes, including the payment of capital or interest in one or more currencies, or the possibility that capital or interest may be denominated in a currency different to that used or preferred by the investor;
- (iv) thoroughly read and understand the Terms and Conditions of the Notes; and
- (v) be able to (either on its own or with the assistance of a financial advisor) evaluate possible developments to the economy, interest rates and other factors that could have an impact on the investment and the potential for the risks to materialize.

Investments by certain investors are subject to investment laws and regulations and the supervision or regulation by certain authorities. Any potential investor should consult a financial advisor to determine if and to what extent (i) the Notes constitute a suitable investment for such an investor, (ii) the Notes may be used as collateral for different forms of borrowing, and (iii) other restrictions are applicable to any purchase or pledging of the Notes. Financial institutions should consult their legal advisors or regulator to determine how the Notes are to be classified according to applicable risk capital rules or comparable provisions.

A market for the Notes does not exist prior to their issue. Furthermore, there is a lack of certainty of whether a solvent secondary market will emerge for the Notes, or -in the event of the emergence of such a market- whether

the market will persist. In case of an illiquid market, an investor might not at any time be able to dispose of his Notes at an appropriate market price.

An application for a listing of the Notes on the Frankfurt Stock Exchange in the Open Market (regulated unofficial market) has been made. However, there is a risk that a liquid secondary market for the Notes will not develop or, if it does develop, that it will not remain liquid in the future. The mere fact that the Notes will be listed does not necessarily mean that the Notes will be more liquid in comparison to OTC-traded notes. In an illiquid market, all investors are exposed to the risk of not being able to sell their Notes at a fair market price. In addition, the sale of the Notes may be subject to further restrictions in certain countries.

The Noteholders are exposed to the risk that, due to an infringement of listing obligations by the Issuer or for other reasons, the Notes may no longer be included in the Open Market of the Frankfurt Stock Exchange or in the trading in a different stock exchange, with the consequence that the Notes are not or only hardly tradable.

The Notes of the Issuer are planned to be included in the Open Market of Deutsche Börse AG (Unregulated Market of the Frankfurt Stock Exchange). Due to this inclusion the Issuer is obliged to fulfil different listing obligations and behavioural standards. A default of these listing obligations and behavioural standards will generally lead to different legal consequences that also might include the suspension and removal of the Notes from trading. In consequence, Noteholders might not be able to trade or face difficulties to trade their Notes by which they might suffer material disadvantages.

The Noteholders are exposed to the risk of an unfavourable performance of the Notes, caused by a sell-off in the Notes before the Redemption Date.

The development of the Notes' market price depends on various factors, such as changes of interest levels, the policy of central banks, general economic developments, the rate of inflation as well as the level of demand for the Notes. Thus, Noteholders are exposed to the risk of a detrimental development in the prices of the Notes in connection with the sale of the Notes prior to their final redemption date. If, however, Notes are held by the Noteholder until the Redemption Date, they will be redeemed in accordance with their Terms and Conditions.

In case the creditworthiness of the Issuer deteriorates or if the market participants change their assessment of the creditworthiness of the Issuer following future changes to accounting standards and, in consequence, balance sheet items, the market price of the notes may decrease.

If one or more of the risks described herein would lower the probability that the Issuer will be able to comply with its obligations under the Notes the price of the Notes will fall. Even if the probability that the Issuer will be able to comply with its obligations under the Notes does not decrease, market participants may form a different view, causing the price of the Notes to fall. Moreover, the market participants' assessment of the creditworthiness of institutional borrowers, in general, or of borrowers operating in the same industry as the Issuer may decrease. In consequence, the price of the Notes might fall.

The consolidated annual accounts of the Issuer are prepared according to IFRS. New or amended accounting rules could lead to adjustments of the balance sheet items of the Issuer. This could change the market participants' perception as regards the creditworthiness of the Issuer. In consequence, there is the risk that the price of the Notes falls. The Noteholders are exposed to the risk of an unfavourable price development of the Notes, which arises when selling the Notes prior to the final redemption date.

The Notes (being denominated in Euro) may be, especially to those Noteholders to whom the Euro constitutes a foreign currency, subject to a currency risk. Furthermore, governments or competent authorities may adopt exchange or capital controls.

The Notes are denominated in Euro. If the Euro is a foreign currency to a Noteholder, such Noteholder is exposed to exchange rate fluctuations, which may affect the return on the Notes. Exchange rate fluctuations may be caused by various factors including, macroeconomic factors, speculations and interventions by central banks or governments. Furthermore, as has occurred in the past, governments or monetary authorities may impose foreign exchange controls that may detrimentally affect the exchange rate. As a result thereof, Noteholders may receive less principal or interest than expected or no principal or interest at all.

The notes are not secured. Furthermore, the issuer is solely a holding company. Noteholders may in case of the insolvency of an operative subsidiary only claim secondary satisfaction from the assets involved in the insolvency

proceedings. In case of an insolvency of the Issuer, Noteholders are exposed to the risk of a total loss, because neither statutory deposit insurance nor a comparable insurance exists.

The notes are unsecured and the Issuer is solely a holding company. Noteholders may in case of the insolvency of an operative subsidiary only claim secondary satisfaction from the assets involved in the insolvency proceedings. In addition, the Notes are financial investments, which are not subject to any legal deposit protection (e.g. a bank deposit protection or a statutory deposit security scheme) or any comparable security. In case of an insolvency of the Issuer, Noteholders are exposed to the risk of a total loss, because neither statutory deposit insurance nor a comparable insurance exists. In case of an insolvency of the Issuer, the Noteholders have the same rank as other non-preferential creditors of the Issuer pursuant to the applicable insolvency code. All assets of the Issuer would be realized and the proceeds would be distributed among the creditors at the ratio of their respective claims to the total liabilities of the Issuer. The actual proceeds of an asset realization may turn out to be lower than the amount of the claim. Prior to unsecured liabilities, in especially claims by third creditors covered by real securities are to be satisfied. Therefore, Noteholders might lose part or all of their invested capital.

Noteholders are exposed to the inflation risk during the term of the notes. Thus, the real interest rate of the investment in the notes may be reduced.

Inflation decreases the value of the capital exposed to the Notes by the Noteholders. Notes with a contractual term, which is fixed to five years in the present case, create an inflation risk which may lead to a loss of value and therefore decrease the real yield from the investment in the Notes. At the same time, the selling opportunities of the Notes are limited. Thus, the Noteholder should expect to hold the Notes until the Redemption Date and to realize any loss of value caused by inflation to the full amount.

A Noteholder is exposed to the risk of being overruled and losing rights vis-a-vis the Issuer in a Noteholders' assembly against his will, if the majority of the Noteholders, in accordance with the Terms and Conditions of the Notes by means of a majority decision pursuant to the German Act on Bonds of the year 2009 (Schuldverschreibungsgesetz, SchVG), agree upon the amendment of the Terms and Conditions of the Notes.

A Noteholder is exposed to the risk of being overruled and lose its rights vis-à-vis the Issuer in a Noteholders' assembly against his will, if the majority of the Noteholders pass a majority resolution in accordance with the German 2009 Bond Act (Schuldverschreibungsgesetz – “SchVG”) and in accordance with the Terms and Conditions to amend the Terms and Conditions. If and to the extent a joint representative of all Noteholders is appointed, an individual Noteholder could lose all or some of its rights to assert or enforce its rights against the Issuer.

A rating of METALCORPGROUP might deteriorate. Moreover, ratings of METALCORPGROUP or the Notes may be provided by third parties and could negatively influence the price of the Notes. Ratings may also not reflect all risks, are not recommendations to buy or hold the Notes and may be subject to revision, suspension or withdrawal by the rating agency at any time.

The Issuer was rated by Creditreform Rating AG (“Creditreform”), which is a recognised rating agency by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht* - “BaFin”) on 6 March 2017 with the rating grade BB.

A rating may not reflect the potential impact of all risks related to the structure, market, additional risk factors discussed above and other factors that may affect the value and creditworthiness of the Issuer and the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal by the rating agency at any time. No assurance can be given that a credit rating will remain constant for any given period of time or that a credit rating will not be lowered or withdrawn entirely by the credit rating agency if, in its judgment, circumstances in the future so warrant.

Further, rating agencies may publish credit ratings relating to the Notes or the Issuer without any instruction from the Issuer (unsolicited rating). Such ratings may be based on information gathered by rating agencies which do not adequately reflect METALCORPGROUP's market position or financial situation. In addition, ratings by different rating agencies may vary, due to different rating methodologies and other rating agencies may not assign an identical rating to the Issuer.

A suspension, reduction or withdrawal at any time of the credit rating assigned to the Notes by one or more of the credit rating agencies, solicited or unsolicited, may adversely affect the cost and terms and conditions of METALCORPGROUP's financings and could adversely affect the value and trading of the Notes.

The course for the Notes might decrease due to changes in the market interest rate.

The Notes are bearing interest at a fixed rate. A holder of fixed-interest Notes is exposed to a particularly high risk that the price of such notes will fall due to changes in the market interest rate. As set out in more detail in the Terms and Conditions, although the nominal interest rate of a fixed-interest note is fixed for the term of the note, the market interest rate typically changes on a daily basis. Changes in the market interest rate result in changes in the price of the fixed-interest Notes. However, the ratio is anti-proportional, i.e. if the market interest rate increases, the price of fixed-interest notes is likely to fall until the yield level approximately corresponds to the yield of comparable bonds. If, however, the market interest rate falls, the price of fixed-interest notes typically increases until the yield level of these notes approximately corresponds to the yield of comparable bonds. When the Notes are held until the end of their term, changes to the market interest rate will be of no relevance to the Noteholder, as the Notes will be redeemed at their Principal Amount in accordance with their Terms and Conditions.

METALCORPGROUP might issue additional notes or may raise additional debt capital.

There is no restriction on the amount of debt which METALCORPGROUP may issue ranking equal or prior to the obligations under or in connection with the Notes. Such issuance of further debt may reduce the amount recoverable by the Noteholders upon insolvency or winding-up of the Issuer or may increase the likelihood that the Issuer may or shall defer payments of interest under the Notes.

Notes could be paid back early on the nominal value up to the choice of the Issuer in case of a special tax reasons. Therefore, the return could be lower than expected.

The Issuer may repay the Notes (in full, not in part) at its discretion for tax reasons on the nominal value plus accrued interest up to the date the cancellation becomes effective pursuant to the Terms and Conditions, provided a future event specified in the Terms and Conditions incurs. Thus, the yield from the investment in the Notes may be lower than expected.

Transaction Costs may significantly reduce or even exclude the profit potential of the Notes.

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the Notes. These incidental costs may significantly reduce or even exclude the profit potential of 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 dealers 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).

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 for the safekeeping of the notes). Prospective 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.

Noteholders who finance the acquisition of the Notes using a loan may be exposed to a significant increase of loss in case of default of the Notes.

If a loan is used by a Noteholder 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 will also have to repay the loan and pay interest thereon. This may significantly increase the risk of a loss. Noteholders should not assume that they will be able to repay the loan or pay interest thereon from the profits of a transaction. Instead, potential investors should assess their financial situation prior to an investment, 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 instead of realising gains.

Payments of interest on the Notes and/or profits realised by the Noteholder upon the sale or repayment of the Notes, may be subject to taxation.

Payments of interest on the Notes and/or profits realised by the Noteholder upon the sale or repayment of the Notes, may be subject to taxation in the Noteholder's home jurisdiction or in other jurisdictions in which it is required to pay taxes. The tax impact on Noteholders generally in Germany, in Luxembourg, and the Netherlands is described in this

Prospectus; however, the tax impact on an individual Noteholder may differ from the situation described for Noteholders generally.

4 DOCUMENTS INCORPORATED BY REFERENCE

The information in the following tables had been incorporated in this Prospectus by reference (including information of the documents and the corresponding pages of the document, in which the information referenced can be find). The documents incorporated by reference are available on the website of the Luxembourg Stock Exchange (Bourse de Luxembourg) on www.bourse.lu and on the website of the Issuer on www.metalcorpgroup.com under the heading “Bond”.

4.1 The non-audited consolidated financial statement of the Issuer as of 30 June 2017

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4.2 The audited consolidated financial statement pursuant IFRS of the Issuer as of 31 December 2016

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4.3 The audited consolidated financial statement pursuant IFRS of the Issuer as of 31 December 2015

Description	Page
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Pursuant Art. 28 sec. 4 of the Prospectus Regulation the Issuer points out that Information had been included into this Pro-

spectus by referring to specific parts of a document and the Issuer declares, that the parts of the documents not included either be not relevant for the Issuer or might be elsewhere included in the prospectus.

5 GENERAL INFORMATION

5.1 Responsibility for the Content of this Prospectus

Metalcorp Group B.V., having its corporate seat in Amsterdam, the Netherlands, with office address at Orlyplein 10, Crystal Tower 20th floor, 1043 DP Amsterdam, the Netherlands and registered with the Trade Register of the Chambers of Commerce under number 34189604, accepts responsibility for the information contained in this Prospectus (the “**Prospectus**”) pursuant to Article 9 of the Luxembourg Law on Prospectuses dated 10 July 2005. The Issuer 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.

In the event claims are asserted before a court of law based on information contained in this Prospectus, the investor appearing as plaintiff may be required to bear the costs of translating the Prospectus prior to the commencement of legal proceedings in compliance with the national laws of the individual Member States of the European Economic Area.

5.2 Subject Matter of this Prospectus

The subject matter of the Prospectus is the Public Offer of up to EUR 50,000,000.00 7% Notes due 2 October 2022 in a denomination of EUR 1,000.00 each in Germany, Luxembourg and the Netherlands. The Notes are governed by German law and constitute notes in bearer form in accordance with Sec. 793 et seq. of the German Civil Code. The Notes are freely transferable. The security codes of the Notes are as follows:

International Securities Identification Number (ISIN): DE000A19MDV0

German Securities Code (WKN): A19MDV

Ticker symbol: ME0A

5.3 Authorisation for the Issue of the Notes

The creation and issue of the Notes was authorised by resolution of the Issuer’s Board of Managing Directors dated 28 August 2017 with consent by the supervisory board dated 28 August 2017. The issue of the Notes will presumably take place on 2 October 2017.

5.4 Clearing

The Notes will initially be represented by a temporary global bearer note (the “**Temporary Global Note**”) without coupons which will be kept in custody by Clearstream Banking Aktiengesellschaft, Mergenthalerallee 61, 65760 Eschborn, Germany (“**Clearstream**”).

Notes represented by the Temporary Global Note will be exchangeable for Notes represented by a permanent global bearer note (the “**Permanent Global Note**”, and each of the Temporary Global Note and the Permanent Global Note, a “**Global Note**”) without coupons not earlier than 40 days after the Issue Date in accordance with the provisions set out in the Terms and Conditions of the Notes. In particular such exchange and any payment of interest on Notes represented by the Temporary Global Note shall only be made upon delivery of certifications as to non-U.S. beneficial ownership in accordance with the rules and operating procedures of Clearstream. Payments on the Temporary Global Note will only be made against presentation of such certifications. No definitive notes or coupons will be issued.

The Notes have been accepted for clearance by Clearstream.

5.5 Inclusion to Trading

Inclusion to trading in the Open Market (*Freiverkehr*) of the Frankfurt Stock Exchange is expected to occur on 2 October 2017. Commencement of trading is expected to occur on 2 October 2017. The Issuer and the Global Coordinator and Bookrunner reserve the right to organize a trading on the terms of issue (*Handel per Erscheinen*). It is not intended to include the Notes to trading in a “regulated market” pursuant to EU Directive 2004/39 (“**MiFiD**”).

5.6 Principal Paying Agent

Principal Paying Agent of the Issuer is the Bankhaus Neelmeyer Aktiengesellschaft, registered in the commercial register kept with the local court (*Amtsgericht*) Bremen registration number HRB 4425 HB with business address at Am Markt 14-16, 28195 Bremen, (the “**Paying Agent**”).

5.7 Reasons for the Offer, Expenses of the Issue and Use of Proceeds

In connection with the Offer (*as defined hereinafter in section 12.1 “The Offer”*), the Issuer may receive expected issue proceeds of approximately up to EUR 50,000,000.00 million on the basis of a full placement of the Notes in the amount of EUR 50,000,000.00 million.

The actual issue proceeds, however, will largely depend on the rate of acceptance of the Exchange Offer (*as defined hereinafter in section 12.1 “The Offer”*) on the one hand and the acceptance of the Public Offer (*as defined hereinafter in section 12.1 “The Offer”*) and the rate of placement within the Private Placement (*as defined hereinafter in section 12.1 “The Offer”*) on the other hand.

In the event of a full placement of the Notes in the amount of EUR 50,000,000 by way of the Exchange Offer to the holders of the 2013/2018 Notes (*see for more details regarding the Notes 2013/2018 below section 8.8 “Material Contracts – Financial Agreements regarding long-term liabilities”*) and, thus, a full non-placement of the Notes by way of the Public Offer and the Private Placement, the Issuer would not receive any issue proceeds at all. In this case, however, the Issuer could obtain liquidity due to the partial lapse of the obligation to pay the redemption amount otherwise due for the Notes 2013/2018 on 27 June 2018, which are currently outstanding for redemption in the total amount of EUR 72,674,000.00.

In the inverse event of a full placement of the Notes in the amount of EUR 50,000,000 by way of the Public Offer and the Private Placement, *i.e.* a full non-placement of the Notes by way of the Exchange Offer, the issue proceeds would amount to EUR 50,000,000. In this case, the Issuer would have to fully redeem the 2013/2018 Notes on 27 June 2018.

The Issuer intends to use the net issue proceeds, *i.e.* the issue proceeds resulting from the Public Offer and the Private Placement or the liquidity resulting from the acceptance of the Exchange Offer as the case may be, after deduction of the aggregate expenses of the issue, in the expected amount of approximately up to EUR 2,000,000.00, (the “**Net Issue Proceeds**”), as follows:

- 90% of the Net Issue Proceeds, *i.e.* an amount of up to approx. EUR 43,200,000.00 shall be used for the repayment of the Notes 2013/2018
- 10% of the Net Issue Proceeds, *i.e.* an amount of up to approx. EUR 4,800,000.00 shall be used for general corporate purposes such as additional cash collaterals or expansion of its activities.

The actual timeline in which the funds from the net proceeds would be used for the aforementioned purposes depends on a number of factors, meaning that the actual order may differ from the planned order.

If, and to the extent that, the net proceeds are not required for other purposes - particularly those described above - the Issuer plans to invest such funds in liquid short-term bank deposits, money market instruments, short-term government bonds or similar instruments in order to permit the Issuer, if needed, to use the funds on short notice.

5.8 Interested Parties

In connection with the Offer and the listing of the Notes, FinTech Group Bank AG, Frankfurt am Main, Germany, is in a contractual relationship with the Issuer. Upon successful completion of the Offer, FinTech Group Bank AG will receive a fee, the amount of which will be contingent, *inter alia*, on the aggregate principal amount of the Notes placed in the course of the Offer. In this respect, FinTech Group Bank AG has an economic interest in the successful implementation of the Offer which can give rise to a conflict of interests.

5.9 Documents Available for Inspection

For so long as any Note is outstanding, copies of the following additional documents may be inspected during normal business hours at the offices of the Issuer:

- the Issuer’s articles of association;
- this Prospectus (as long as legally obligated);
- the non-audited consolidated financial statements of Metalcorp Group B.V. as at and for the six months ended 30 June 2017 (the “**Half-Year Report 2017**”)
- the audited consolidated financial statements of Metalcorp Group B.V. (IFRS) as at and for the year ended 31 December 2016;
- the audited consolidated financial statements of Metalcorp Group B.V. (IFRS) as at and for the year ended 31 December 2015;

Future annual and interim financial statements of the Issuer will be available on the Issuer’s website www.metalcorpgroup.com under the heading “Bond” and at the Issuer’s office.

5.10 Forward-looking Statements

This Prospectus contains certain forward-looking statements. Forward-looking statements are all statements which refer to future facts, events or other circumstances and do not refer to historical facts or events. They are indicated by wording such as “believes”, “estimates”, “assumes”, “expects”, “anticipates”, “foresees”, “intends”, “hopes”, “could” or similar expressions. Forward-looking statements are based on current estimates and assumptions by the Issuer to the best of its knowledge. Such forward-looking statements are subjected to risks and uncertainties, and as a result METALCORPGROUP’s actual financial condition and results of operations may differ materially from (in particular, be more negative than) those conditions expressly or implicitly assumed or described in such forward-looking statements. Neither the Issuer nor Global Coordinator and Bookrunner assume any obligation to update such forward looking statements or to adapt them to future events or developments unless required by law.

5.11 Numerical and Currency Information

Certain individual figures (including percentages) stated in this Prospectus have been rounded using the common commercial method (*kaufmännische Rundung*). As a result the totals or sub-totals contained in the tables may possibly differ from the non-rounded figures contained elsewhere in this Prospectus due to this rounding.

Unless otherwise indicated, all currency amounts contained in this Prospectus are in Euros. To the extent individual figures are in a different currency this will be stated using the name of the respective currency or the currency symbol.

5.12 Industry and Market Information

This Prospectus contains industry and market information as well as calculations taken from industry reports, market research reports, publicly available information and commercial publications (“**External Data**”). External Data was, in particular, used for statements regarding markets and market developments.

This Prospectus also contains assessments of market data and information derived there from, which is not ascertainable from publications of market research institutes or from any other independent sources. Such information is based on the Issuer’s internal assessments and is based upon the many years of experience and expertise of its management and staff, evaluations of industry information (from trade journals, trade fairs, meetings) or company-internal assessments and may therefore differ from estimates of METALCORPGROUP’s competitors or future surveys by market research institutes or other independent sources.

Other estimates not provided by the Issuer’s internal assessments, by contrast, are based on published information or figures from external publicly available sources. These include (among others) the following sources:

- IMF World Economic Outlook – Update, April 2017;
- EY – Global Steel 2015-2016.

The majority of the market information contained in this Prospectus is a condensation of the information derived by the Issuer on the basis of various studies. Specific studies were cited only in those cases where the relevant information could

be taken directly from such study. The remaining assessments of the Issuer are based on internal sources unless expressly indicated otherwise in this Prospectus.

Industry and market research reports, publicly available sources and commercial publications generally indicate that, while the information contained therein stems from sources that are assumed to be reliable, the accuracy and completeness of such information is not guaranteed and the calculations contained therein are based on a number of assumptions. Consequently, these caveats also apply with respect to this Prospectus. Neither the Issuer nor Global Coordinator and Bookrunner have verified the accuracy of External Data.

Any information taken from third parties has been accurately reproduced in this Prospectus. As far as the Issuer is aware and able to ascertain from the information taken from third parties, no facts have been omitted that would make the information reproduced incorrect or misleading.

A glossary with technical terms used herein can be found at the end of this Prospectus.

5.13 Further Information on the Use of this Prospectus by Financial Intermediaries

The Issuer has given its explicit consent to the use of this prospectus during the offer period from 30 August 2017 to 28 September 2017 in Germany, Luxembourg and the Netherlands by FinTech Group Bank AG, Frankfurt am Main, Germany, and declares in this connection that it will assume liability for the content of the prospectus also in case of a subsequent resale or final placement of the Notes.

The consent is not subject to any further conditions.

Should a financial intermediary make an offer, it shall inform the investors of the terms and conditions of such offer at the time of the offer.

5.14 Additional Information

List and identity of the financial intermediary that is authorised to use the prospectus:

**FinTech Group Bank AG, Frankfurt am Main
Mainzer Landstr. 61
60329 Frankfurt am Main
Germany**

Instructions for the publication of new information, if any, on financial intermediaries that was unknown at the date of approval of the prospectus, and indication of the place where they may be obtained.

Should the Issuer give its consent to the use of this prospectus by other financial intermediaries, it will immediately announce this fact on its website www.metalcorpgroup.com under the heading “Bond” and on any other websites where this prospectus has been published with its consent during the offer period, in particular, on the websites of Deutsche Börse AG (Frankfurt Stock Exchange) (www.boerse-frankfurt.de) and of Société de la Bourse de Luxembourg (www.bourse.lu).

6 GENERAL DESCRIPTION OF THE ISSUER

6.1 Formation, Business Name, Registered Office, Financial Year, Duration and Term of the Issuer

The Issuer, Metalcorp Group B.V., was founded on 14 April 2003 and is incorporated as a private limited liability company under the laws of the Netherlands (*Besloten Vennootschap* - B.V.). The Issuer is subject to the laws of the Netherlands. Its corporate seat is in Amsterdam and its registered office at Orlyplein 10, Crystal Tower 20th floor, 1043 DP Amsterdam, the Netherlands. The Issuer is registered with the Trade Register of the Chambers of Commerce under number 34189604. It may be reached by telephone at +31 (0)20 89 08 900 or by email: info@metalcorpgroup.com.

The Issuer operates under the commercial name “METALCORPGROUP”. Further information about the Issuer can be found on the website of the Issuer www.metalcorpgroup.com under the heading “Bond”.

The financial year of the Issuer equals the calendar year and runs from 1 January to 31 December of each year. The term of the Issuer is unlimited.

6.2 Corporate object of the Issuer

The objects of Metalcorp Group B.V. pursuant to Article 2 of its Articles of Association, as amended (27 April 2012), are a. to incorporate, participate in, and conduct the management of other companies and enterprises; b. to render administrative, technical, financial, economic or managerial services to other companies, persons and enterprises; c. to acquire, dispose of, manage and commercialise moveable and immoveable property and other goods, including patents, trademark rights, licences, permits and other industrial property rights; d. to borrow and lend moneys, act as surety or guarantor in any other manner, and bind itself jointly and severally or otherwise in addition to or on behalf of others, the foregoing whether or not in collaboration with third parties and inclusive of the performance and promotion of all activities which directly and indirectly relate to those objects, all this in the broadest sense of the words

6.3 Share capital and shareholder structure

6.3.1 Share capital

The entire authorised capital of Metalcorp Group B.V. amounts to EUR 110,000,000 and is divided into 110,000,000 shares with a par value of one Euro (EUR 1) each.

The entire issued capital amounts to EUR 70,000,000 and is divided into 70,000,000 shares with a par value of one Euro (EUR 1) each. All of the shares are registered and are numbered consecutively from 1 onwards. No share certificate will be issued. The transfer of such shares requires a notarial deed executed before a civil-law notary authorised to practice in the Netherlands and is subject to pre-emption rights by the respective other shareholders. The share capital of the Issuer is fully paid in.

6.3.2 Shareholder Structure

The Issuer has two (direct) shareholders: LUNALA INVESTMENTS S.A., which holds hold 69.300.360 shares, representing 99% of the issued capital, and SOOTHGROVE PTY LIMITED, which holds 699.640 shares, representing 1% of the issued share capital.

LUNALA INVESTMENTS S.A. is a company incorporated and existing under the law of the Grand-Duchy of Luxembourg and having its office address at 8 rue Dicks, L-1417, Luxembourg, Grand-Duchy of Luxembourg. To the extent known to the Issuer, LUNALA INVESTMENTS S.A. is controlled by MONACO RESOURCES GROUP S.A.M. as the majority shareholder holding 99,9% of the share capital of LUNALA INVESTMENTS S.A. In addition, to the extent known to the Issuer, MONACO RESOURCES GROUP S.A.M. is controlled by Cycorp First Investment Ltd. as the majority shareholder holding 100% of the share capital of MONACO RESOURCES GROUP S.A.M. Accordingly, Cycorp First Investment Ltd. indirectly controls the Issuer. To the extent known to the Issuer, the ultimate beneficial shareholder of Cycorp First Investment Ltd. with more than 25% is Pascale Younès.

SOOTHGROVE PTY LIMITED is a company incorporated and existing under the laws of Australia and having its office address at 26 George Street, Greenwich, Sydney, New South Wales.

6.4 Auditors

The Issuer's consolidated financial statements as at and for the year ended 31 December 2016 in accordance with the International Financial Reporting Standards as adopted by the European Union have been audited by Baker Tilly Roelfs AG Wirtschaftsprüfungsgesellschaft, Charlottenstr. 68, 10117 Berlin ("**Baker Tilly**"), as independent auditors. These financial statements and German-language translations are available on the website of the Luxembourg Stock Exchange (Bourse de Luxembourg) on www.bourse.lu and on the Issuer's website on www.metalcorpgroup.com. Note that the English version of the financial statements is leading and that the German translations are only translations.

Baker Tilly is member of the professional body of accountants in Germany.

The Issuer's consolidated financial statements as at and for the year ended 31 December 2015 in accordance with the International Financial Reporting Standards as adopted by the European Union have been audited by Rödl & Partner GmbH – Wirtschaftsprüfungsgesellschaft – Steuerberatungsgesellschaft, Straße des 17. Juni 106, 10623 Berlin, Deutschland, ("**Rödl & Partner**"), as independent auditors. These financial statements and German-language translations are available on the website of the Luxembourg Stock Exchange (Bourse de Luxembourg) on www.bourse.lu and on the website of the Issuer on www.metalcorpgroup.com. Note that the English version of the financial statements is leading and that the German translations are only translations.

Rödl & Partner is member of the professional body of accountants in Germany.

6.5 Rating

The Issuer was rated by Creditreform Rating AG, Neuss, ("**Creditreform**"), which is a recognised rating agency by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht - "**BaFin**") on 6 March 2017 with the rating grade "BB". "BB" means "satisfactory level of creditworthiness, low to medium default risk".

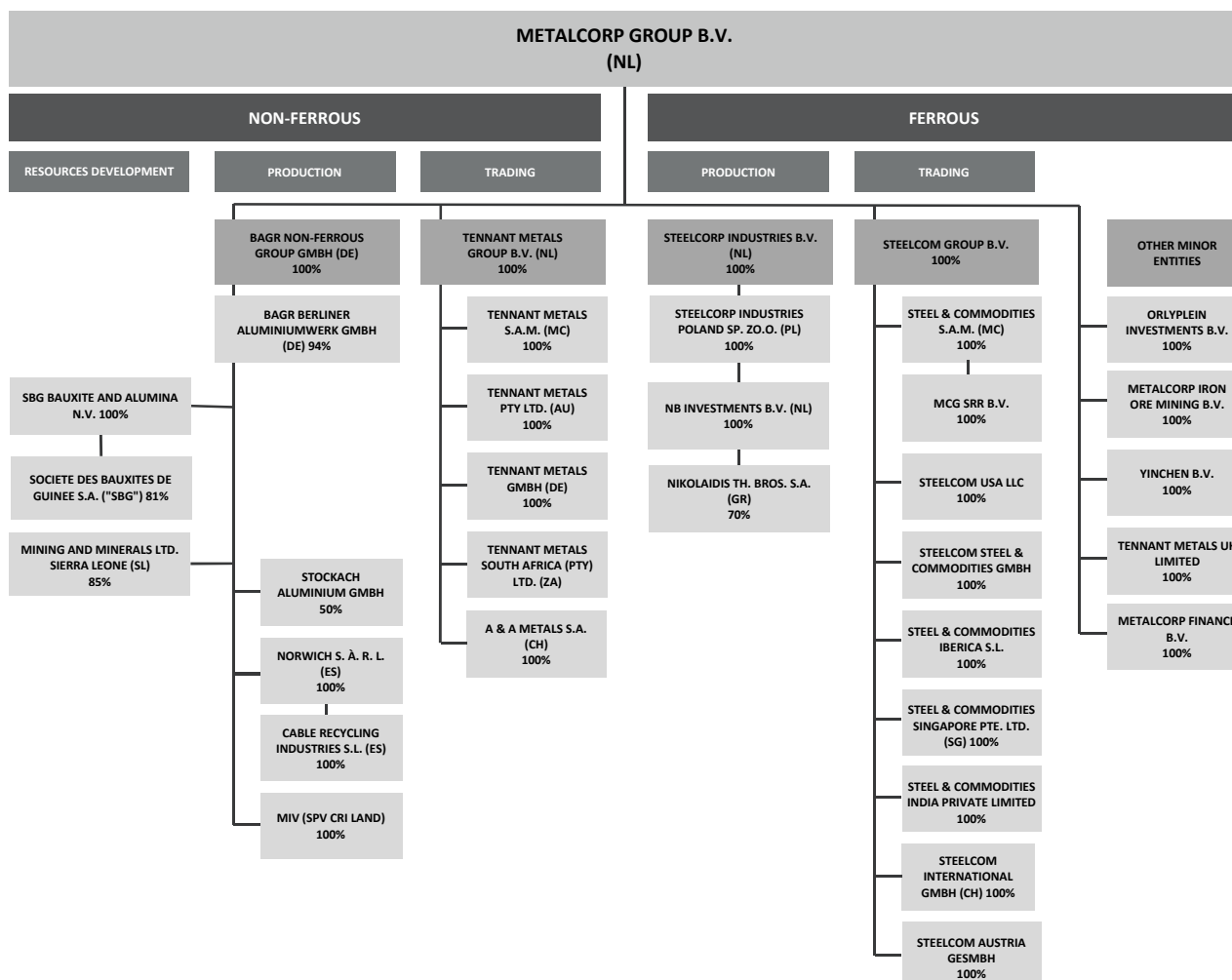
Creditreform's rating scale is divided into several categories ranging from "AAA", reflecting the category with the highest solvency and virtually no default risk, via the categories "AA", "A", "BBB", "BB", "B", "C" to category "D". The category "D" reflects no solvency (company is insolvent). The categories can be amended by a plus ("+") or a minus ("-") to illustrate the relative rank in the category. Beside this, Rating actions (i.e. positive, stable, negative or none) can be included to concretise the trend or the status of the rating.

Creditreform has been registered in accordance with the European Union regulation No. 1060/2009 dated 16 September 2009 ("**CRA Regulation**").

A current list of the credit rating agencies registered in accordance with the CRA Regulation is available on the website of the European Securities and Markets Authority (ESMA) under www.esma.europa.eu/page/List-registered-and-certified-CRAs.

6.6 Group Structure

The following structure chart shows the group structure of METALCORPGROUP with its major subsidiaries:



As a diversified metals and minerals group, METALCORPGROUP is structured in line with its two major business segments, the Non-Ferrous Metals Division and the Ferrous Metals Division, and the sub-divisions “trading” and “production” of each Division (see for more details regarding the Issuer’s business and the Non-Ferrous Metals Division and the Ferrous Metals Division section 8.4 “Business of METALCORPGROUP”).

The Issuer, Metalcorp Group B.V., is the holding company of METALCORPGROUP and holds 100%-participation in each of the subsidiaries that are at the top of each sub-division in the Non-Ferrous Metals Division and the Ferrous Metals Division and that control the further subsidiaries and participations along the participation chain.

6.6.1 Selected major subsidiaries and participations in the Non-Ferrous Metal Division

Within the Non-Ferrous Metals Division, BAGR Non-Ferrous Group GmbH is at the top of the sub-division “production” and Tenant Group B.V. is at the top of the sub-division “trading”.

Via BAGR Non-Ferrous Group GmbH and BAGR Berliner Aluminium Werke GmbH, the Issuer also controls SBG Bauxite and Alumina N.V., where the Activities to secure and develop METALCORPGROUP’s resources basis are located.

Sub-division Production

BAGR Non-Ferrous Group GmbH

BAGR Non-Ferrous Group GmbH is a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany and registered with the commercial register of the local court of Berlin Charlottenburg under HRB 87183 B. All of its share capital of EUR 1,000,000 is held by the Issuer.

BAGR Berliner Aluminium Werke GmbH

BAGR Berliner Aluminium Werke GmbH (hereinafter also “**BAGR**”) is a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany and registered with the commercial register of the local court of Berlin Charlottenburg under HRB 62201 B. Its share capital amounts to EUR 17,000,000, EUR 15,980,000 of which – corresponding to 94% - are held by BAGR Non-Ferrous Group GmbH.

Stockach Aluminium GmbH, Stockach

Stockach Aluminium GmbH, Stockach (hereinafter also “**Stockach**”) is a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany and registered with the commercial register of the local court of Freiburg i.Br. under HRB 700868. Its share capital amounts to EUR 5,000,000, EUR 2,500,000 of which – corresponding to 50% - are held by BAGR Berliner Aluminium Werke GmbH, and EUR 2,500,000 of which – corresponding to 50% - are held by Holding Blanc Bleu 6 S.à r.l., Luxembourg.

Stockach became part of METALCORPGROUP in early 2017 by the acquisition of a 50%-stake by BAGR (*see for more details section 8.8.2 “Material Contracts - Acquisition of 50%-stake in Stockach”*).

Cable Recycling Industries S.L.

Recycling Industries S.L. is a limited Liability Company (SL) incorporated under the laws of Spain with corporate seat in Vizcaya and registered with the local register under registration number 5279. Its business address is Alto de Salcedillo S-Nvalle de Trapaga-Trapagaran 48, Bilbao. Its share capital amounts to EUR 979.720,00 and is held entirely by 100%-shareholder Norwich S.à r.l.

SBG Bauxite and Alumina N.V.

SBG Bauxite and Alumina N.V. is a stock corporation (*Naamloze Vennootschap*) incorporated under the laws of the Netherlands and registered with the commercial register of Kopenhagen (*Kamer van Koophandel*) under KvK-number 14631646. Its share capital amounts to EUR 225,000.00. Its sole shareholder is BAGR. Its corporate seat is Amsterdam and its business address is Orlyplein 10, Crystal Tower 20th floor, 1043 DP Amsterdam, the Netherlands.

Sub-Division Trading

Tenant Metal Group B.V.

Tenant Metal Group B.V. is a limited liability company (*besloten vennootschap*) incorporated under the laws of the Netherlands and registered with the commercial register of Kopenhagen (*Kamer van Koophandel*) under KvK-number 51512556. Its share capital amounts to EUR 18,000.00. Its sole shareholder is the Issuer. Its corporate seat is Amsterdam and its business address is Orlyplein 10, Crystal Tower 20th floor, 1043 DP Amsterdam, the Netherlands.

6.6.2 Selected major subsidiaries and participations in the Ferrous Metal Division

Within the Ferrous Metals Division, Steelcorp Industries B.V. is at the top of the sub-division “production” and Steelcom Group B.V. is at the top of the sub-division “trading”.

Sub-Division Production

Steelcorp Industries B.V.

Steelcorp Industries B.V. is a limited liability company (*besloten vennootschap*) incorporated under the laws of the Netherlands and registered with the commercial register of Kopenhagen (*Kamer van Koophandel*) under KvK-

number 62066900. Its share capital amounts to EUR 1,000.00. Its sole shareholder is the Issuer. Its corporate seat is Amsterdam and its business address is Orlyplein 10, Crystal Tower 20th floor, 1043 DP Amsterdam, the Netherlands.

Nikolaïdis Th. Bros. S.A.

Nikolaïdis Th. Bros. S.A. is a stock corporation (*Anonymi Eteria* or *Societe Anonyme*) incorporated under the laws of Greece and registered with the chamber of commerce and industry of Thessaloniki under the registration number 15476. Its share capital amounts to EUR 6.255.500,40 and is held in the amount of 70% by NB Investments B.V. and in the amount of 30% by Afoi Th. Nikolaidis Industrial Commercial Touristic and Construction S.A. Nikolaidis TH. Bros S.A. became part of METALCORPGROUP in December 2015 by the acquisition of a major stake from Afoi Th. Nikolaidis Industrial Commercial Touristic and Construction S.A. (see for more details in this respect section 8.8.3 “Material Contracts - 8.8.3 Acquisition of 70%-stake -Nikolaidis TH. Bros S.A.).

Sub-division Trading

Steelcom Group B.V.

Steelcom Group B.V. is a limited liability company (*besloten vennootschap*) incorporated under the laws of the Netherlands and registered with the commercial register of Kopenhagen (*Kamer van Koophandel*) under KvK-number 34363082. Its share capital amounts to EUR 18,000.00. Its sole shareholder is the Issuer. Its corporate seat is Amsterdam and its business address is Orlyplein 10, Crystal Tower 20th floor, 1043 DP Amsterdam, the Netherlands.

6.7 History and Milestones in the Development of METALCORPGROUP

2000	Acquisition of BAGR Berliner Aluminiumwerk GmbH, Germany, alu plant with more than 20 years in operation
2006	Formation of Metalcorp Group Acquisition of Steelcom (trading house with >60 years in operation)
2006 onward	Further expansion of Steelcom network: Dubai, Brazil, India and USA
2008	Obtaining exploration permits in Guinea (SBG)
2010	Identification of 300 million tons of Bauxite in Guinea
2011	Acquisition of Tennant Metals (trading house with >60 years in operation) Acquisition of 27% stake in Forward Mining in Tasmania (Australia – iron ore resource development) Sale of Otjozondu Holdings (which was set-up in 2006 as resources development project)
Since 2012	Expansion of Tennant Metals network in Europe, Asia and Africa
2013	Acquisition of Cable Recycling Industries (“CRI”) in Spain, copper scrap recycler with > 10 years in operation
2014	Full acquisition of CRI
2015	Acquisition of Nikolaïdis in Greece, steel product producer with >50 years of operation
2016	Steelcom development & integration of automotive supply chain business Significant derisking of SBG, mining concession of 502 km ² granted for 25 years
2017	Acquisition of 50%-stake in Stockach Aluminium GmbH, Stockach, by BAGR Berliner Aluminiumwerk GmbH

7 ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES OF THE ISSUER

Governing bodies of the Issuer are the board of managing directors, the board of supervisory directors and the general meeting of shareholders. The powers of these governing bodies are set out -inter alia- in the Dutch Civil Code, the Articles of Association as well as in the internal rules of procedure for the board of managing directors upon their enactment.

7.1 Board of Managing Directors

The board of Managing Directors consists of Pascale Younès as sole director. She has over 15 years of experience in Management & Finance in the commodities sector with a particular focus on risk management, general corporate affairs / compliance and anti-money laundering after having studied political sciences and communication. She has also been a director of the Monaco Resources Group since 2011. In 2014, she was nominated by H.S.H. Prince Albert II of Monaco as member of the Strategic Council for Attractiveness of the Government of Monaco. Outside the METALCORPGROUP, Pascale Younès performs no other principal activities which would be significant with respect to the Issuer.

The business address of the Managing Director is the registered office of the Issuer at Orlyplein 10, Crystal Tower 20th floor, 1043 DP Amsterdam, the Netherlands.

7.2 Executive Management

The senior management of the Issuer is performed by the Executive Management, which is not a corporate body of the Issuer, but assists the Managing Director in directing the Issuer. It consists of the following individuals:

7.2.1 Thomas Picek - Chief Executive Officer

Mr. Picek is the Chief Executive Officer. He has almost 30 years of experience in the international steel industry holding managing positions at leading industrial companies in production and trading such as Mannesmann, Salzgitter and SYTCO. During his career, Mr. Picek specialised in the restructuring and optimisation of steel productions as well as in the steel industry in Eastern Europe.

7.2.2 Ricardo Phielix - Chief Financial Officer

Mr. Phielix joined Metalcorp as a financial controller in 2010, having worked previously with Deloitte Accountants B.V. After involvement in various projects, he was appointed as Chief Financial Officer in 2012. Ricardo is a Chartered Accountant and has a Master of Science degree in Business Economics and a post graduate degree in Accounting Auditing and Control from the Erasmus University Rotterdam.

7.2.3 Mustafa Güngör - President Aluminium Division

Mr. Mustafa Güngör is Head of Metals Division and one of the Managing Directors (*Geschäftsführer*) of BAGR. He has been with the company since the foundation of BAGR in 1997. He is a graduate metallurgy engineer and has over 25 years of experience in aluminium production and the implementation and development of innovative production technologies.

7.2.4 Alpha Oumar Diallo - President Resources Development

Mr. Diallo graduated in political science from the Freie Universität Berlin, Germany and holds various postgraduate qualifications in planning and development. With more than 25 years of experience in development aid programs in several African countries, Mr. Diallo joined Metalcorp Group in 2008 as Vice President for business development. He disposes of solid relations with several African political and business key players, which represent a valuable asset in identifying and negotiating new mining operation opportunities.

7.2.5 Mark Nunes

Mark Nunes is the Deputy CFO. He is a qualified chartered accountant with over 15 years' experience in commercial senior finance roles within international organizations across a variety of sectors focusing on the funds, alternative investments and financial services space in regulated and non-regulated environments. He has extensive experience in private and public organisations, and private equity funds investing in various assets classes.

7.2.6 Alexandre Dron

Alexandre Dron is Co-Head Non-Ferrous Division and Director Tennant Metals Monaco. He has worked for 15 years in trade finance and operations now. He previously worked for BNP Paribas (Suisse) S.A. in Geneva. He has significant trade finance experience, is in charge of all financial aspects, risk management, and banking relationships and treasury.

7.2.7 Carlos Leite

Carlos Leite is Co-Head Non-Ferrous Division and Director Tennant Metals South Africa and Australia. He specialized in the trading of base metals and has extensive experience in hedging, operations and investments. He previously held a position at Boutique Investment Bank in Sydney, as an Investment analyst.

7.2.8 Francisco Quiroga

Francisco Quiroga is Head of Ferrous Trading in the Ferrous Division. He has eighteen years of experience in steel and international trade with a specialization in supply chain management, trade remedies, working capital financing, procurement development, and M&A and restructuring. He previously worked for ArcelorMittal and Villacero. He holds Master's degrees in Economics from Yale University and in Operations from the University of Auckland.

7.2.9 Anthony Halbert

Anthony Halbert is Head of Steel Production in the Ferrous Division. He has over 30 years of experience in the steel industry. He held senior positions with Tata Steel and its predecessors Corus and British Steel. He has experience and expertise in steel and steel products manufacturing operating as Work Manager of a large Hot Strip Mill and Pickling works and had senior engineering and management roles in cold rolling, tinplate and steel products operations. He is a Chartered Electrical Engineer. He has expertise in Safety, Health Quality and Environmental management and leadership.

The business address of the members of the Executive Management is the registered office of the Issuer at Orlyplein 10, Crystal Tower 20th floor, 1043 DP Amsterdam, the Netherlands.

7.3 Supervisory Board

7.3.1 Ioannis Zaimis - Chairman

Ioannis Zaimis is the Chairman of the Supervisory Board. He is a lawyer and specialist solicitor for fiscal matters. He is not only CEO of an international law firm, but also disposes of significant board/ corporate governance experience. Outside the METALCORPGROUP, Ioannis Zaimis performs no other principal activities which would be significant with respect to the Issuer.

7.3.2 Sébastien Maurin – Vice Chairman

Sébastien Maurin is Vice Chairman of the Supervisory Board. He worked for more than 17 years as legal advisor in major international companies of the industry and services sectors and was previously an international legal counsel in the automotive industry. He holds a Master II in Business Law (eq. LL.M), University of Aix-Marseille III (France) and MS in Tax and Finance Engineering (ESCP Europe - Business School). Outside the METALCORPGROUP, Sébastien Maurin performs no other principal activities which would be significant with respect to the Issuer.

7.3.3 Christina Soteriou

Christina Soteriou is a member of the Supervisory Board. She has more than 15 years of experience as consultant and administration officer in international companies. She is specialized in finance administration and company law and

holds a certificate of finance administration. Outside the METALCORPGROUP, Christina Soteriou performs no other principal activities which would be significant with respect to the Issuer.

The business address of the members of the Supervisory Board is the registered office of the Issuer at Orlyplein 10, Crystal Tower 20th floor, 1043 DP Amsterdam, the Netherlands.

7.4 Potential Conflicts of Interest

To the extent known to the Issuer at the date of this prospectus, there is no potential conflict of interest between the obligations of the members of the board of managing directors and the supervisory board vis-à-vis the Issuer and their private interests or further obligations.

7.5 General Meeting

Pursuant to section 20 of the Issuer's articles of association the annual general meeting of shareholders is to be held within six months of the end of the Issuer's financial year. General meetings must in principal be held in the municipality in which the Issuer has its registered office or its principal place of business. Furthermore, the general meeting is - except required by law or statute - to be convened if deemed necessary by the board of managing directors, the board of supervisory directors, or the shareholders representing not less than one-tenth of the Issuer's issued capital. A convening notice stating the general meeting's agenda is to be sent to the shareholders' address recorded in the shareholder's register no later than on the fifteenth day prior to the day of the meeting.

The general meeting has the power -inter alia- to adopt the annual accounts, amend the articles of association, grant full or partial discharge to managing directors and/or supervisory directors, appoint accountants, and to dissolve the company.

7.6 Corporate Governance

The Issuer does not comply with the Corporate Governance rules of the Netherlands, because the Issuer is not stock-listed and therefore not obliged to comply with the Dutch Corporate Governance Code pursuant to article 2:391 section 5 of the Dutch Civil Code.

8 BUSINESS OF THE ISSUER

8.1 Overview

Metalcorp Group B.V. is a company based in Amsterdam, the Netherlands, and the holding company of METALCORPGROUP. METALCORPGROUP is a diversified metals and minerals group with activities that span from production and processing to marketing and trading. It operates globally, in particular in Australia, Austria, Brazil, China, Germany, Greece, Guinea, India, Monaco, the Netherlands, Singapore, South Africa, Spain, Switzerland, the United Arab Emirates, the United Kingdom and in the United States of America, and has more than 20 offices globally.

The business of METALCORPGROUP is divided into two major business segments: the Non-Ferrous Metals Division and the Ferrous Metals Division.

In the **Non-Ferrous Metals Division**, which in terms of turnover, gross margin and profit is the by far larger division, METALCORPGROUP has bundled its activities as an independent non-ferrous producer and recycler as well as its physical trading activities of non-ferrous metals and alloys. METALCORPGROUP's both produces aluminium and recycles copper. The aluminium is produced via its secondary aluminium production facility, BAGR Berliner Aluminiumwerk GmbH based in Berlin (Germany) (hereinafter also "**BAGR**"), and its 50%-subsidiary Stockach Aluminium GmbH (hereinafter also "**Stockach**"). These two facilities are operating re-melting and casting plants for aluminium turning production waste and metal trade scrap, alloy additives and small quantities of primary aluminium into high-quality aluminium cast blocks. With a capacity of up to 90,000 tons per year (BAGR) and 50,000 tons (Stockach), METALCORPGROUP is, according to its own estimation, the leading independent secondary slab producer in Europe. Via its subsidiary CABLE RECYCLING INDUSTRIES (CRI), METALCORPGROUP operates a copper recycling facility in Bilbao, Spain, which transforms copper scrap into high quality granulates. Additionally, METALCORPGROUP develops a large bauxite project in Guinea to secure and develop its resource basis. The physical trading activities of non-ferrous metals and alloys are mainly operated through Tennant Metals SAM in Monaco and Tennant Metals Pty in Australia focuses on the worldwide physical trading of non-ferrous metals and alloys. Tennant Metals is specialised in the physical trading of refined metals, ores and concentrates. The main metals traded by Tennant are copper, lead, tin and zinc. In addition, Tennant has multiple off-take agreements with several producers (*see for more details regarding the Ferrous Metal Division section 8.4 "Business of METALCORPGROUP by Division" and in particular "section 8.4.1 "Non-Ferrous Division"*).

In the **Ferrous Metal Division** METALCORPGROUP performs on the physical trading of raw materials for steel-making, semi-finished steel products and finished steel products on a worldwide basis. METALCORPGROUP's main steel trading companies, Steel and Commodities S.A.M. based in Monaco (Monaco), Steelcom GmbH based in Essen, Steelcom Austria based in Vienna and Steelcom USA LLC based in Houston/ Texas (USA) (together also called "**Steelcom**"), are independent steel traders with a steel trading tradition spanning over 50 years operating from offices and representative offices in various countries around the world. In addition to its trading activities Steelcom offers services such as professional market knowledge and steel market expertise to mid-sized producers of steel and steel-related raw materials as well as to buyers worldwide. Steelcom's supplier portfolio includes top first and second tier steel and raw materials producers across the world. Additionally, METALCORPGROUP considers investments into production assets and projects to secure and develop its resource basis and produces an extensive range of steel pipes, hollow sections, galvanised products and industry specific specialised products through its well-established steel facility Nikolaidis TH. Bros S.A. (*see for more details regarding the Ferrous Metal Division section 8.4 "Business of METALCORPGROUP by Division" and in particular "section 8.4.2 "Ferrous Division"*).

METALCORPGROUP's long term strategy is to create integrated value chains within different sectors of the metals and resources industry and to capitalise on the global mega trend of the rise of the emerging markets and the corresponding increasing demand for metals and metal-related raw materials. Moreover, METALCORPGROUP aims to increase its presence in both the supply as well as the consumer markets for ferrous and non-ferrous metals and metal-related raw materials (*see for more details regarding the competitive strength section 8.3 "Strategy"*).

In the financial year ended 31 December 2016, METALCORPGROUP generated consolidated net turnover of EUR 422,6 million (2015: EUR 446,6 million) and an EBITDA of EUR 21,6 million (2015: EUR 16,3 million), an EBIT of EUR 20,8 million (2015: EUR 15,7 million) and a consolidated result after taxation of EUR 8,7 million (2015: EUR 5,5 million). The Non-Ferrous Metals Division generated a net turnover of EUR 362,2 million (2015: EUR 359,8 million) and the Ferrous Metal Division generated a net turnover of EUR 50,8 million (2015: EUR 83,5 million) (*see for more details regarding the financial performance of METALCORPGROUP see section 9 "Selected Financial Information"*).

As at 31 March 2017 METALCORPGROUP employed 237 people (*see for more details regarding the number of employees section “8.6”*).

8.2 Competitive Strengths

METALCORPGROUP believes that it maintains a strong competitive position in its markets due to the following strengths:

8.2.1 Resilient financial performance due to risk adverse business model

Since the formation of METALCORPGROUP in its current form in 2006, the group’s business activities have been profitable in every year of its performance and have a proven track record through various industry cycles. METALCORPGROUP believes that this is due to its risk adverse business model which focuses on metal commodities, thereby avoiding marketing and technology risks, and which seeks to minimize market price, credit and other risks through mitigation strategies and to generate profits through trade volume and velocity and by adding supply chain margins rather than by speculating in the price of commodities.

METALCORPGROUP’s aim is, in particular, to minimise the market price risks for the traded commodities. As a consequence, physical trading activities are routinely carried-out on a back-to-back basis only, meaning that METALCORPGROUP only enters into commodity purchase transactions based on the spot market price if each purchase is covered by a corresponding sale of the same commodity and quantity at a pre-determined price which is higher than the purchase price. As a matter of principle, METALCORPGROUP does not buy commodities which are not at the same time or immediately sold or which would have to be held in stock. METALCORPGROUP also does not speculate with commodity prices. With respect to non-ferrous metals, where exchange prices exist, METALCORPGROUP does not only work on a back-to-back basis but does also enter into hedging transactions to hedge its market price risks. In addition and to the extent available, METALCORPGROUP buys commodities from the suppliers on the basis of off-take agreements which guarantee a certain margin over the market price. METALCORPGROUP believes that almost all of its commodity trading transactions are covered by back-to-back sales at pre-determined prices or a hedge which almost eliminates METALCORPGROUP’s market price risk.

In addition, with respect to credit or counterparty risk, METALCORPGROUP also seeks to minimise the risk of non-payment by its customers. METALCORPGROUP routinely only enters into open terms payment agreements with customers which, due to their financial position, qualify for credit insurance products. Other customers are only accepted on a payment-in-advance basis or on the basis of a letter of credit from a reputable bank. In addition, where the risk of non-performance by a supplier is concerned, METALCORPGROUP works on a payment against delivery basis and requires presentation of proper performance documents (such as a bill of lading) and uses reputable warehouses to check the delivered commodities before the suppliers are paid and the commodities are shipped to a customer.

Furthermore, METALCORPGROUP seeks to remain diversified in terms of the commodities and products it trades as well as with respect to its regional supplier and customer base in order to minimise the political risks. METALCORPGROUP so far saw no reason to enter into political risk insurances but would consider such insurances should the specific circumstances indicate specific political risks in connection with its activities.

Remaining risks such as METALCORPGROUP’s transportation risk (loss of cargo) are covered by insurances or internally borne by its logistics partners.

In its production activities METALCORPGROUP seeks to minimize supply and market price risks by entering into toll conversion agreements with customers. Currently, such agreements cover approximately 80% of its normal production capacity.

8.2.2 Access to trade financing facilities due to strong financial position

Physical trading of metals is capital intensive and access to trade financing facilities is a major entry barrier into the commodity trading market. To obtain trade finance facilities banks require references, significant experience in the industry, financial strength and a reliable back-office organisation. Due to its strong financial and assets position, an equity ratio of above 35% and a long-standing history of positive earnings METALCORPGROUP has significant trade finance facilities available with major Europe-based trade finance banks enabling its subsidiaries to execute significant trade volumes. METALCORPGROUP believes that this access to trade financing facilities gives it an advantage over other small and mid-sized commodity traders with weaker financial positions.

8.2.3 Strong base on both supply and sales side as well as significant number of off-take agreements to secure further growth

METALCORPGROUP believes it is well positioned on the supply side as well as on the sales side. Especially, through its network in Europe, Africa and Asia Pacific METALCORPGROUP is able to profit from both supply chain in Europe as well as the growing trade flows from those areas to the main consumers in China and other emerging markets. This so called South-South Trade is forecasted to have significant growth rates as emerging nations such as Brazil, South Africa, India and China try to increase direct trade flows among each other.

METALCORPGROUP believes it also has a comparatively strong position on the customer side, in particular in Europe and the emerging markets.

In addition, as part of its business model METALCORPGROUP regularly considers offtake agreements and strategic minority investments in, and long term partnerships with, exploration, mining, melting, refining and production assets to secure long-term sourcing of raw materials.

8.2.4 Global presence and long-standing operating history of subsidiaries

METALCORPGROUP is operating and represented by subsidiaries or representative offices in more than 20 countries. Therefore, it has a broad presence in its markets with daily contacts with suppliers and customers.

In addition, the main subsidiaries of the Issuer, Steelcom S.A.M, BAGR and Tennant Metals have a decade long standing history and a track record of successfully executing their businesses since the sixties of the last century (see for more information regarding the group structure and in particular the main subsidiaries section 6.6 “*General Information on the Issuer – Group Structure*”).

8.2.5 Unique know-how in transformation of secondary aluminium and alloys

In its Aluminium production, METALCORPGROUP has developed a unique know-how to transform secondary aluminium into high quality slabs. The low cost production due to efficient technology and energy use and a technical partnership with its customers who are the major international aluminium players gives METALCORPGROUP a leading market position in Europe in its segment.

8.2.6 Experienced multi-national management team

METALCORPGROUP has a very experienced international management team consisting of industry experts from the steel, aluminium and non-ferrous metals sector. The management team consists of various nationalities ensuring the input of the important economic centres of the world in the conduct of its business, making it truly international.

8.3 Strategy

The global economy, in recent years, has particularly been driven by the rise of the emerging economies, in particular China, which in recent years has been one of the world’s fastest growing economies in terms of its gross domestic product. World economic and trade growth has also been driven by growing populations, urbanization, demand for infrastructure, growing wealth and the increasing domestic demand for housing, cars, electronics etc. in the emerging countries. As a result, the emerging economies, first and foremost China, are absorbing raw materials, in particular metals such as steel, aluminium and copper and raw materials such as iron ore, from the world market, particularly from the southern hemisphere, including Australia, South Africa and Latin America.

The strategy of METALCORPGROUP is to capitalise on this global megatrend of the rise of the emerging economies and the corresponding increasing demand for metals and metal-related raw materials and to increase its presence in both the supply as well as the consumer markets for ferrous and non-ferrous metals and metal-related raw materials.

8.3.1 Scaling-up METALCORPGROUP’s business model through increased trade volumes

Physical trading of metals is capital intensive and access to trade financing facilities is a major entry barrier into the commodity trading market. According to METALCORPGROUP’s experience, approximately 5% to 20% of each trade volume must be provided as cash collateral deposit for the trade financing bank. Due to its strong financial position METALCORPGROUP has significant trade finance facilities available with major Europe-based trade finance banks enabling its subsidiaries to execute significant trade volumes.

METALCORPGROUP plans to use the issue proceeds of the Notes as additional cash collateral which would enable it to carry out a significantly bigger trade volume (*see for more details section 5.7 “Reasons for the Offer and Use of Proceeds”*). Since a trading cycle takes three to four months, METALCORPGROUP believes it could significantly increase its revenues from metal and raw material trading on an annual basis. This significant increase in revenues would not require a corresponding increase in costs as METALCORPGROUP’s current employee and office base can handle significantly more trading volumes without significant additional capital expenditure.

8.3.2 Organic growth and regional expansion in the key markets for metals

METALCORPGROUP expects a slightly increased demand in metals, in particular steel, and metal-related raw materials. By using its established international network of offices and market knowledge, METALCORPGROUP plans to increase its trading activities in line with the increasing demand of steel, steel-related products, and non-ferrous metals. The planned growth will also go along with a regional expansion into markets where METALCORPGROUP is currently not present. In South East Asia, METALCORPGROUP aims to enhance its customer network as well as develop intra-regional trade. METALCORP’s target for 2018 is to improve the current network of producers and agents in order to be able to increase its market share in this region.

8.3.3 Review and diversification of product and market mix with a focus on increased margins

In addition to making use of the economies of scale through additional trade financing, METALCORPGROUP’s strategy is to review its current product and market mix in the Ferrous Division and the Non-Ferrous Division and to focus on products and markets with higher margins rather than only higher volumes and to diversify its business model by developing a sustainable niche business and maximizing structure trade opportunities to identify “low entry cost” strategic investment opportunities. METALCORPGROUP’s strategy also includes up- and downstream investments, management and handling of logistics and providing a competence centre for sales, marketing, financing, distribution and logistical solutions.

8.3.4 Further optimisation of capacity utilisation in the Non-Ferrous Division

In the Non-Ferrous Division METALCORPGROUP’s primary aim is to supply the aluminium market with high-quality aluminium products. As a secondary aluminium remelter, METALCORPGROUP via BAGR and Stockach is dedicated to support customers as efficient, flexible and reliable convertor of their scraps and supplier of alloyed aluminium cast products (slabs). BAGR and Stockach promote aluminium as a raw material that can be recycled endlessly without losing its good characteristics as material. METALCORPGROUP sees itself as integral part of the recycling and supply strategy of their customers on the background of an ever- narrowing resource availability worldwide.

METALCORPGROUP’s strategy to enhance business in the Non-Ferrous Division is to further optimize the use of the existing capacities in BAGR, Stockach to 90.000 tons p.a. A perspective investment program is under way.

Furthermore, METALCORPGROUP plans investments in technical innovation in order to improve efficiency and use of resources in its production facilities.

8.4 Business of METALCORPGROUP by Division

The business of METALCORPGROUP is divided into two major business segments: the Non-Ferrous Metals Division and the Ferrous Metals Division.

8.4.1 The Non-Ferrous Division is by far the larger Division in terms of turnover, gross margin and profit: In the financial year ended 31 December 2016, the Non-Ferrous Division generated a turnover of EUR 362,201,000, a gross profit of EUR 19,918,000 and a profit of EUR 7,578,000, whereas the Ferrous-Division generated a turnover of EUR 50,840,000 and a gross profit of EUR 4,069,000. Non-Ferrous Division

The major sub-division in the Non-Ferrous Division in terms of turnover, gross margin and profit are the worldwide physical trading of non-ferrous metals through its subsidiary Tennant Metals Group B.V., Amsterdam, the Netherlands and its subsidiaries (“**Tennant Metals**”) (*see for more details regarding Tennant Metals within the group structure section 6.6 “Group Structure*). In the financial year 2016, the trading activities generated a turnover of EUR 308,076,000, a gross margin of EUR 14,964,000 and a profit of EUR 5,933,000.

The minor sub-division in the Non-Ferrous Division in terms of turnover, gross margin and profit is the secondary alu-

minium production through its subsidiary BAGR based in Berlin (Germany) and its 50%-subsidiary Stockach Aluminium GmbH (Stockach) as well as the production of copper through its subsidiary CRI (*see for more details regarding BAGR, Stock and CRI within the group structure section 6.6 "Group Structure"*). In the financial year 2016, the production activities generated a turnover of EUR 54,125,000, a gross margin of EUR 4,954,000 and a profit of EUR 1,645,000.

Additionally, METALCORPGROUP also invests in different projects to secure and develop its resource basis in relation to the production of aluminium.

Non-Ferrous Metals Trading

In Non-Ferrous Metals Trading METALCORPGROUP focuses on the worldwide physical trading of non-ferrous metals and alloys operating mainly through Tennant Metals.

Tennant Metals is a well-established Australian and Monaco based group of companies specialized in the physical trading of refined metals, ores and concentrates. The main metals traded by Tennant Metals are copper, lead, tin and zinc. In addition Tennant has multiple off-take agreements with several producers. With a successful and proven track record in focusing on specific core relationships with its customers, Tennant Metals has an in depth understanding of the customers' requirements leading to services above the typical customer supplier arrangement. Tennant Metals has considerable experience in the base metal and financial markets and combines it with knowledge of the various components of trading metals: from sourcing to supply, with all the associated logistics including freight, insurance, hedging and financing. Tennant Metals acts predominantly as principal in its metals trading dealings. Tennant Metals trades in all the LME metals and a wide range of special and bulk metals. Tennant Metals endeavours to mitigate business concentration risk by sourcing finished metals, ores and concentrates from a wide range of smelters and miners and selling those to a wide range of customers.

In Non-Ferrous Metals Trading METALCORPGROUP replicated the risk adverse business model of its steel trading activities. However, with respect to the credit risk, the same mitigation strategies are applied, i.e. delivery at open account terms (approximately 95% of which are covered by credit insurance) or on the basis of a letter of credit from a reputable bank or on payment-in-advance basis with the buyers. Again, on the supply side METALCORPGROUP works on a payment against delivery basis and uses reputable warehouses to check the delivered commodities before they are paid and shipped to a customer. If these requirements are not met, METALCORPGROUP will not enter into a trade.

Tennant Metals has global trading relationships although its historical and current focus is in the Asia Pacific market. Tennant Metals currently has offices in Monaco, Sydney, and Beijing, Johannesburg and a number of agencies around the world.

Aluminium and copper production

Since 1997, BAGR has been operating a re-melting and casting plant for aluminium in a historic industrial area situated in the North of Berlin. With a capacity of up to 90,000 tons per year, and a current utilisation of approximately 70,000 tons (i.e. approx. 78%) BAGR is one of the leading independent secondary slab producers in Europe. A team of qualified employees turns aluminium scrap, alloy additives and small quantities of primary aluminium into high-quality aluminium cast blocks. These are then further processed by customers into strips, sheets, plates and cuttings, thus getting the material back into circulation.

The business of BAGR is conducted mainly in two ways. The major part of its business is focused on toll-conversion agreements with its customers. By the toll-conversion agreements customers deliver material which is processed by BAGR into rolling slabs for widespread final applications. These business activities cover approximately 70% of the total production and sales of BAGR. The second part of its business is focused on supply business, by which BAGR normally purchases material on the spot market and sells the slabs to its customers. BAGR produces not on stock but only on order basis, because its costumers business requires special slab analysis and shape, so that BAGR focuses on producing tailor-made products. The price of the products of BAGR is not influenced by the aluminium price but determined by contracts with its customers. BAGR receives homogenous scrap loads mainly from Germany and other European countries and collects them into batches depending on their chemical composition and the final analysis to be achieved as a result of the melting and casting process.

BAGR operates three modern multi-chamber melting furnaces. The liquid aluminium is taken in ladles from the melting furnaces to the holding and casting furnaces. Here, the alloying metals are added and gaseous and oxide impurities are

removed in a refining process. Rolling slabs of high quality are cast from the purified aluminium melt in the semi-continuous casting process. In the plant of BAGR only natural gas is used as fuel. The furnaces are equipped with energy-saving burner technology. Combustion gases are cleaned in a large filtering unit, making the process itself environmentally friendly. Due to the long-time experience of BAGR, the energy consumption to produce secondary aluminium is only approx. 5% of the energy consumption to produce primary aluminium. All processes are organized and monitored through an ERP system (Enterprise Resource Planning). The quality of the processes and the products is under permanent control. BAGR is certified according to ISO 9001:2008.

The slabs of BAGR are used for many final applications, including the automotive industry, packaging, construction, mechanical engineering, and other industry sectors. To make the production of BAGR as lean as possible, BAGR focuses on some of the widest applicable alloys series.

BAGR has grown trustful relationships with its customers to create innovative alloys and solutions on a scrap basis, leading in many cases in signing annual or even multi-annual contracts for steady supply. BAGR sees itself as an integral part of the value chain of its customers and currently has secured agreements for 70% of the normal production capacity. Additional volumes with smaller customers are also realised, but on a spot basis. The range of customers is quite widespread, covering leading European aluminium rolling producers and customers but also medium-sized companies focused on cutting aluminium blocks into high-precision plates and parts. The TOP-5-Customers in the Aluminium Division are Alcoa, Aleris, Hydro, Impexmetal und Novelis, whereby to customer accounts for more than 16% of the overall turnover. Additionally the Eastern European aluminium market becomes important for BAGR's business, because BAGR serves big traditional rolling mills as well as dynamic business start-ups.

BAGR is member of national and international aluminium organisations, the Gesamtverband der Aluminiumindustrie (GDA) and the Organisation of the European Aluminium Recycling Industry (OEA), the recycling arm of the European Aluminium Association (EAA) and participates actively in the work of these organisations.

In early 2017, METALCORPGROUP via its subsidiary BAGR acquired a 50%-stake in Stockach Aluminium GmbH (Stockach) which produces also aluminium slabs for secondary aluminium and adds in terms of size, alloys and geographical set up. Currently a significant investment program is developed in order to increase capacity to around 90,000 tons p.a.

METALCORPGROUP is also producing copper granulates from copper scrap via its subsidiary CRI. These products are sold to first and second tiers copper producers in Europe.

Activities to secure and develop METALCORPGROUP's resources basis

In the Non-Ferrous Division, METALCORPGROUP invests also in different projects to secure and develop its resource basis in relation to the production of aluminium.

These projects include one of large Bauxite / Alumina project in Guinea, the Société des Bauxites de Guinée SA ("**SBG**"). The SBG is a Guinean company based and registered in Conakry the capital of the Republic of Guinea. SBG has more than 300 million tonnes of Bauxite based on JORC with significant upside potential. In February 2016, the company was granted a 25 years mining concession; currently a mining convention and the strategic partnerships with all necessary parties concerned are negotiated.

8.4.2 Ferrous Division

The major sub-division in the Ferrous Division in terms of turnover, gross margin and profit are the steel trading activities through its subsidiary Steelcom Group B.V., Amsterdam, the Netherlands and its subsidiaries ("**Steelcom**") (*see for more details regarding Steelcom within the group structure section 6.6 "Group Structure*). In the financial year 2016, the steel trading activities generated a turnover of EUR 50,037,000, a gross margin of EUR 4,357,000 and a profit of EUR 1,056,000.

The minor sub-division in the Ferrous Division in terms of turnover, gross margin and profit is the steel production through its 100%-subsidiary Steelcorp Industries B.V., which controls the (indirect) subsidiary Nikolaïdis Th. Bros. S.A., Thessaloniki, Greece ("**Nikolaïdis**") (*see for more details regarding Steelcorp Industries B.V. and Nikolaïdis within the group structure section 6.6 "Group Structure*).

Steel trading activities

METALCORPGROUP's steel trading activities cover a wide range of physical raw materials for steel making, semi-finished steel products and finished industrial steel products from third party suppliers. The main steel-making raw materials are Coking Coal, Metallurgical Coke, Iron Ore, Pig Iron, Direct Reduced Iron, Hot Briquetted Iron. The main semi-finished steel products traded by Steelcom are Slabs and Billets. Semi-finished products are produced by the continuous casting of liquid steel or by rolling or forging of ingots (a primary solidification of liquid steel). Their chemistry is adjusted to meet specific physical property and grade requirements. Semi-finished products are used in different industries for the further production of finished steel products. The main finished industrial steel products traded by Steelcom are Merchant Bars and Profiles, Structural Sections, Reinforcing Bar, Wire Rod, Hot Rolled Plates, Hot Rolled Coils, Sheets and Strips, Cold Rolled Coils, Sheets and Strips, Pre-Painted and Galvanized Products.

METALCORPGROUP's steel trading activities are bundled in Steelcom, which operate under the brand Steelcom and include Steel and Commodities S.A.M., Monaco (Monaco), Steelcom GmbH (Essen), Steelcom Austria (Vienna) and Steelcom USA LLC based in Houston (Texas) ((see in more detail section 6.6 "*Group Structure*"). These companies are independent steel traders with a steel trading tradition spanning over 50 years operating from offices in various countries around the globe. In addition to its trading activities Steelcom offers services such as professional market knowledge and steel market expertise to mid-sized producers of steel and steel-related raw materials as well as to buyers worldwide.

METALCORPGROUP's traders are in ongoing contact with its suppliers and customers. A commodity trade may be initiated by either a supplier or a buyer. Once a trader has received an offer for a trade e.g. from a supplier METALCORPGROUP tries to identify one or more buyers for the quantity in question at the agreed spot market price less a certain margin for METALCORPGROUP. METALCORPGROUP operates a risk adverse business model which seeks to minimize market price risk. As a consequence, physical trading activities are routinely carried-out on a back-to-back basis only, meaning that METALCORPGROUP only enters into commodity purchase transactions based on the spot market price if each purchase is covered by a corresponding sale of the same commodity and quantity at a pre-determined price which is higher than the purchase price.

Once the deal is negotiated by METALCORPGROUP's back office will make shipping, insurance and, if required, warehousing agreements. In addition, in order to minimise credit risk, depending on the creditworthiness of the buyer, METALCORPGROUP delivers the commodities at open account terms (however, approximately 95% of which are covered by credit insurance from Euler Hermes, Coface and Atradius or similar institutions) or on the basis of a letter of credit from a reputable bank or on payment-in-advance basis with the buyers. In addition, where the risk of non-performance by a supplier is concerned, METALCORPGROUP works on a payment against delivery basis and uses reputable warehouses to check the delivered commodities before they are paid and shipped to a customer. If these requirements are not met, METALCORPGROUP will not enter into a trade.

METALCORPGROUP as a matter of principle does not speculate with commodity prices or enter into risky forward sales or contracts for differences. The average duration for a commodity trade from receipt of the initial enquiry until delivery to a customer and payment is about three to four months. In addition, to the extent available METALCORPGROUP buys steel products from the suppliers on the basis of supply chain and off-take agreements which guarantee a certain margin over the market price.

Steelcom's customer and suppliers portfolio includes top first and second tier steel and raw materials producers across the world. Steelcom is headquartered in Monaco, Germany, Austria, Serbia and operates from offices in the United Arab Emirates, Spain, China, United States and Brazil and through representatives. These offices are engaged in sourcing, trading, or both. The communication between the offices and individual traders is carried out by phone and e-mail. Steelcom's traders generally have a regional focus.

Ferrous Production

Belonging to the Ferrous Division, Nikolaïdis operates a well-established steel facility that produces and extrudes pipes, tubes and hollow sections. Its emphasis is on quality and reliability with high levels of process controls, managed by a team with both technical and commercial acumen. The facility is optimally organised as a continuous operation line to produce an extensive range of steel pipes, hollow extrusions, galvanised products and industry specific specialised products. Strategically located near one of the largest ports in the Aegean Sea and with access to major road and rail networks, Nikolaïdis is well-placed to serve customers across both regional and international markets.

8.5 Market and Competition

8.5.1 Market

Overall economic situation

The world economy gained speed in the fourth quarter of 2016 and the momentum is expected to persist. Global growth is projected to increase from an estimated 3.1 percent in 2016 to 3.5 percent in 2017 and 3.6 percent in 2018. Activity is projected to pick up markedly in emerging market and developing economies because conditions in commodity exporters experiencing macroeconomic strains are gradually expected to improve, supported by the partial recovery in commodity prices, while growth is projected to remain strong in China and many other commodity importers. In advanced economies, the pickup is primarily driven by higher projected growth in the United States, where activity was held back in 2016 by inventory adjustment and weak investment (Source: IMF World Economic Outlook – Update, April 2017).

Non Ferrous Market

Prices surged by 10 percent in the first quarter driven by strong demand - particularly in China's property, infrastructure, and manufacturing sectors—as well as various supply constraints. Other metals posted solid price increases, with the exception of tin and nickel. On the supply side, labor strikes, contractual disputes and environmental restrictions curtailed output. The partial lifting of Indonesian's 2014 bauxite ore export ban, on the other hand, is expected to boost exports. Designed to promote development of a domestic processing industry in Indonesia, the easing of the ban raises prospects of greater raw mineral exports (notably nickel ore and bauxite) and has depressed nickel prices. Overall, global supplies will expand this year as a result of earlier investment. Furthermore capital expenditures by mining companies are expected to rise this year for the first time since 2012. On the demand side, China's transition to a consumption-led economy, along with industrial reform and environmental concerns, is expected to slow growth in metals demand. China's efforts to boost its commodity-intensive infrastructure and construction sectors have been a key driver of metal demand. China's share of world metal consumption surpassed 50 percent in 2015, and the country has accounted for the bulk of the global growth in metals consumption over the past 15 years. Prices are projected to rise by 16 percent in 2017 amid tightening markets for most metals. The largest gains are expected in zinc (32 percent) and lead (18 percent) due to mine supply constraints brought on by permanent closures due to resource exhaustion, as well as discretionary closures (Glencore). Copper is also expected to increase by 18 percent on mine disruptions, while double-digit gains are also expected for aluminium, iron ore, and tin. Upside risks to the price forecasts include stronger global demand, slower ramp-up of new capacity, tighter environmental constraints, and policy action that limits exports. Downside risks include slower demand from China and higher-than-expected production, including the restarting of idled capacity. (Source: World Bank – Commodities Markets Outlook – April 2017).

Ferrous Market

The outlook for the global economy is mostly positive with growth picking up in the US, India and Southeast Asia, while several emerging markets are experiencing a deceleration in growth. However, the structural shift in the transitioning Chinese economy could cap this momentum. Countries and businesses are becoming increasingly interdependent through trade, investment and financial systems across the world. Specific factors that are driving the globalization of the steel sector include surplus capacity, consolidation in supplier and customer segments, rising global trade flows, shifting cost curves across regions, volatility in currency, commodity prices and margins. On the other hand, socioeconomic factors influence policy responses in a national or domestic perspective. The risks and opportunities in the steel business are getting larger in scale and impact, with their sources becoming more diverse and global.

To survive, and indeed thrive, in a sector in constant transition, steelmakers also need to transform themselves. Globalization is no longer a matter of choice; steel businesses' long-term success depends on it. The businesses that ride the next wave of growth will be those that understand the trends and refine their strategies, business models and portfolios according to a truly global mindset. The steel producers must find the right balance between globalization and customization (Source: EY – Global Steel 2015-2016).

8.5.2 Competition

The following information is based on the publications of the respective company, the publications in other publicly accessible information sources and the respective website of the companies.

Non Ferrous Division

There is limited competition as BAGR and Stockach are very specialized and unique in its product portfolio. Competition especially can arise from other secondary smelters or customers of BAGR which start or extent to produce similar products as BAGR by themselves. BAGR is a specialist in producing aluminium with specific alloys (such as magnesium and manganese) and competitors would be forced to change their furnacure applications to produce similar products as BAGR.

With regards to the Non-Ferrous trading activities, METALCORPGROUP's main competitors are major trading houses that are able to pre-finance production on a large scale guaranteeing off-takes of materials from different sources, offer aggressive financing to customers and work with low profit margin.

Glencore-Group

The Glencore-Group, headquartered in Baar, Switzerland, is one of the world's leading integrated producers and marketers of commodities. The current company was created through a merger of Glencore with Xstrata on 2 May 2013. Their business covers over 90 commodities divided into three business segments: metals & minerals, energy products and agriculture, as well as marketing & logistics, with worldwide activities in production, sourcing, processing, refining, transporting, storage, financing and supply of metals and minerals, energy products and agricultural products. The Glencore-Group has customers around the world, which are active in a wide range of industries, such as automotive, oil, power generation, steel production and food processing and is operating a global network for the supply of metals and minerals, energy products and agricultural products. These commodities either originate from the Glencore-Group's own production assets or are sourced from third parties. The Glencore-Group also provides financing, logistics and other supply chain services to producers and consumers of commodities. Their diversified operations comprise around 150 mining and metallurgical, oil production and agricultural assets. Their industrial and marketing activities are supported by a global network of more than 90 offices located in over 50 countries. They employ around 155,000 people, including contractors. Glencore is listed on the stock exchange since May 20th 2011. In 2016, Glencore achieved a revenue of USD 177.4 billion with an adjusted EBIT of USD 3.9 billion.

Trafigura-Group

The Trafigura-Group was established in 1993 to trade commodities. Meanwhile they are one of the largest independent commodity trading and logistics houses. The Trafigura-Group trades crude oil and petroleum products, non-ferrous concentrates, refined metals and bulk commodities such as coal and iron ore. Trafigura invests worldwide in strategically located infrastructure to streamline commodity supply chains and make trading more efficient.

The Trafigura-Group's group revenue grew from USD 97.2 billion in 2015 to USD 98.1 billion in 2016. The total combined volume of traded commodities grew from 198.4 mmt in 2015 to 264.4 mmt in 2016 of which 14.9 mmt in metals and 44.1 mmt in minerals. The Trafigura-Group operates in 36 countries on six continents and employs approximately 4100 employees.

MRI Trading-Group

The MRI Trading-Group with their headquarter in Zug, Switzerland, focuses on trading, metals and minerals, petroleum products, bulk and freight. The MRI Trading-Group is specialized in the trading of non-ferrous ores, concentrates, refined and precious metals and their related by-products for a global smelting and processing customer base, along with bulk coal and iron ore servicing the power and steel sectors. The MRI Trading-Group offers services including strategic mine equity investment, pre-export finance, structured commodity and project finance, and risk management. The MRI Trading-Group operates offices in 10 countries around the globe. The MRI Trading-Group is mainly owned by CWT Limited

CWT's reported a revenue of SGD 9.9 billion in 2015, which is a less of 30% compared to 2014. Their gross profit increased with 2% from SGD 330.8 billion to SGD 336.2 billion.

Medium Sized Local Traders

Furthermore, competitors in METALCORPGROUP's non-ferrous metals trading business are medium sized local traders, which benefit from their local network but usually cannot provide an international network like METALCORPGROUP.

Ferrous Division

METALCORPGROUP's main competitors are major trading houses that are able to pre-finance production on a large scale guaranteeing off-takes of materials from different sources, offer aggressive financing to customers and work with low profit margin.

Furthermore and in view of market transparency and communication technologies, steel mills are more present in the market through their own marketing networks, leaving space to traders limited to financing and risk mitigation.

The most relevant competitors of METALCORPGROUP's ferrous business are:

Duferco-Group

The Duferco-Group was established in 1979 and is based in New York, USA, and Sao Paulo, Brazil. Duferco's growth and profitability was based upon a close relationship with key Brazilian producers (Cosipa/CSN/CST/Acominas and Usiminas) and the establishment of a small sales network, predominately in the US and in the Far East. In the early 1980s, using its success in Brazil as a springboard, Duferco began to source steel products in other countries. First, Duferco concentrated on other South American countries, with its largest success in Argentina, Venezuela and Mexico. Leveraging on that success, Duferco began to develop purchasing operations in North America and Europe, with its first European office opening in London in 1981. Duferco then proceeded to open a chain of offices in the Pacific Rim that came on line in the late 1980s. After Thailand, the Company opened offices in Taiwan, the Philippines, Singapore, Hong Kong, China and South Korea. In the mid-1990s, the Company opened a large number of offices in Eastern Europe, putting in place an infrastructure in anticipation of the growth of the area as an export market. Duferco also launched ancillary trading operations in the field of raw materials primarily related to the steel industry, such as coke, coal, iron ore, scrap, pig iron, D.R.I. and related products, maximizing its contacts with steel producers throughout the world. Duferco considers new projects that are in line with its culture and strategy for low-cost production, as well as being niche market providers of steel. Joint Ventures with major global steel players like NLMK (Russian Federation), ISD (Ukraine) were finalized in the course of several years. The JV with Nucor (USA) is nowadays alive in Italy. The last important partnership was finalized in mid-2013 with Tangshan Iron and Steel Group Co. Ltd., one of the largest steel manufacturing state-owned enterprises in China. On November 18th 2014 China's Hebei Iron and Steel Group Co has taken 51% share in Duferco International Trading Holding. As a truly global Company, the Group has entered a number of Diversification Activities in sectors such as Energy, Environment, Shipping and Logistics. These initiatives are now developing very positively and are also being applied to other fields, including engineering services and real estate. In 2016, Duferco achieved a revenue of approx. USD 8,307 million with an adjusted EBITDA of approx. USD 187 million.

Stemcor-Group

The Stemcor-Group was formed in London in 1951 and is recently acquired by Apollo Investments Funds. Stemcor is a leading independent service provider for the steel industry; they act as an intermediary between customers and suppliers. Stemcor-Group is not owned by, nor does the Stemcor-Group own, any steel producers. Their customers range from intermediate steel mills, stockholders and steel processors to manufacturers of specialist steel products for the oil and gas, automotive and consumer goods industries. Stemcor also offers a range of added value services, including offtake arrangements, various forms of credit, the use of derivatives for price risk management, shipping, inspection, breaking bulk at port, clearing goods through customs, handling complex VAT regulations and organising inland transport, consignment programs and intermediate stocking. In 2016, Stemcor achieved a revenue of approx. GBP 1.799 million with an adjusted EBITDA of approx. GBP 33 million.

8.6 Employees

As at 30 June 2017 METALCORPGROUP employed 237 employees. At the end of the financial year 2016, METALCORPGROUP employed 157 employees (2015: 154).

The following table sets out a breakdown of employees by METALCORP's three divisions and taking into account employees employed by the Issuer:

Year ended 31 December

	2016	2015
Employees		
Steel Division	61	38
Non-Ferrous Metals Division	114	108
General	12	8
Total.....	157	154

METALCORPGROUP via its subsidiary BAGR has a workers council. The Issuer conducts good and cooperative relations to it and also in the future aims to strengthen thus relationship.

8.7 Investments

Since the due date of the last audited consolidated financial statements of the Issuer, no principal investments have been made so far. A material investment of around EUR 9 Mio. into the newly acquired Aluminium plant in Stockach is planned that shall be funded through financing from a leading Dutch bank.

8.8 Material Contracts

The Issuer considers the following financing agreements and share purchase agreements, which have been entered into outside the ordinary course of business in the last two years, to be of particular importance to its business:

8.8.1 Financing Agreements

The Issuer and its subsidiaries have entered into both contracts regarding long-term liabilities as of 31 December 2016 in the amount of approx. EUR 75,165,000 and into contracts regarding bank loans with a term of less than one year as of 31 December 2016 in the amount of approx. EUR 91,671,000. Additionally, the Issuer issued 7.0% senior unsecured EUR 70,000,000.00 notes. In more detail, the financing agreements are as follows:

Financial agreements regarding long-term liabilities

The long-term liabilities are as follows:

			31 December 2016
BANKS	DIVISION	MATURITY	AMOUNT in EUR 1.000
Listed bonds.....	Metalcorp Group B.V.	27.06.2018	65,379
Bank loans (>1 year)	Non ferrous production	30.09.2018	1,789
Other bank loan	Ferrous production	> 10 years	6,425
Leasing	Non ferrous production		1,572
TOTAL.....			75,165

- Listed bonds of Metalcorp Group B.V. comprise the up to EUR 30,000,000.00 8.75% notes with a 5 years term until 27 June 2018 and denominated EUR 1,000.00 each, which the Issuer issued on 27 June 2013 (the “**2013/2018 Notes**”). The issuance was based on a prospectus that was approved by the Luxembourg Commission for the Supervision of the Financial Sector (*Commission de Surveillance du Secteur Financier* - CSSF) and notified to the competent supervisory authorities in Germany, Austria and the Netherlands. Subsequently from the end of 2014 to the first quarter of 2017, the principal amount of the 2013/2018 Notes was increased in several tranches to

EUR 75,000,000.00 through private placements with institutional investors (the principal amount was EUR 29,469,000 as at 31 December 2014, EUR 56,413,000 as at 31 December 2015 and EUR 69,879,000 as at 31 December 2016). The interest payments are due annually on 27 June of each year during the term. The 2013/2018 Notes are unsubordinated and unsecured notes that are subject to German Law. The 2013/2018 Notes are traded in the Open Market (*Freiverkehr*) of Frankfurter Wertpapierbörse in the segment Basic Board. After execution of a public note buy-back offer, during which the Issuer acquired 2013/2018 Notes in the aggregated amount of EUR 2,326,000.00, an aggregated amount of EUR 72,674,000.00, which may be reduced by further buy backs until the end of the term of the 2013/2018 Notes, are outstanding for redemption.

- Bank loans (> 1 year) represent a subordinated loan provided until 30 September 2018 with a rate of Euribor plus 3,45%. In case of liquidation or insolvency, the facility provider has no right on repayment until all regular loans have been settled. The Company will be treated as a regular shareholder if any remaining assets are distributed after liquidation.
- Other bank loan has a term of 10 years with an interest of Euribor plus 3,75%.
- Lease obligations due in more than 1 year are classified as long-term liabilities. None of these are due in more than 5 years. The short term portion is reflected in the current liabilities. The relevant assets financed through leasing serve as a pledge under this facility.

Financial agreements regarding bank loans with a term of less than one year

The bank loans with a term of less than a year are as follows:

BANKS	DIVISION	31 December 2016	
		MAX LINE	UTILIZATION
Trade finance			
Bank 1.....	Ferrous/Non Ferrous Trading	40,000	4,355
Bank 2.....	Ferrous/Non Ferrous Trading	57,947	31,468
Bank 3.....	Ferrous/Non Ferrous Trading	31,487	14,120
Bank 4.....	Ferrous/Non Ferrous Trading	10,000	1,029
Bank 5.....	Ferrous/Non Ferrous Trading	5,000	9
Bank 6.....	Ferrous/Non Ferrous Trading	8,725	6
Bank 7.....	Ferrous/Non Ferrous Trading	16,128	14,123
Bank 8.....	Ferrous/Non Ferrous Trading	1,897	1,190
TOTAL		171,184	66,300
Working capital facilities			
Euribor + markup 3%-7%.....	Multiple	19,000	13,403
Fixed 3%-10%.....	Multiple	12,275	11,968
TOTAL		31,275	25,371
TOTAL: Bank loans <1 year			91,671

All liabilities due in less than a year plus bank credit related to trade finance are classified as current liability. Stock and debtors have been pledged as collateral.

7.0% senior unsecured EUR 70,000,000.00 notes

On 6 June 2017 the Issuer issued 7.0% senior unsecured EUR 70,000,000.00 notes with a 5 years term until 6 June 2022 and nominated 1,000,000.00 each (the “2017/2022 Notes”). The 2017/2022 Notes are governed by Norwegian law and placed to institutional investors by way of an international private placement. The interest payments are due semi-annually in December and June of each year. A partial amount of EUR 30,000,000.000 out of the issue proceeds has been put on an escrow account to fund a partial buyback of the 2013/2018 Notes.

8.8.2 Acquisition of 50%-stake in Stockach

Stockach became part of METALCORPGROUP in early 2017 by the acquisition of a 50%-stake by BAGR from Holding Blanc Bleu 6 S.à r.l. The respective share purchase agreement was entered into on 10 January 2017 and was subject to a number of usual conditions precedents, including cartel clearance. After fulfilment of all closing conditions, closing of the share purchase agreement took place on 1 March 2017 with economical effect as of 1 January 2017 (*see for more details regarding Stockach within the group section 8.4.1 “Non-Ferrous Division”*).

8.8.3 Acquisition of 70%-stake -Nikolaidis TH. Bros S.A.

Nikolaidis TH. Bros S.A. became part of METALCORPGROUP in December 2015 by the acquisition of a 88%-stake by NB Investments B.V. from Afoi Th. Nikolaidis Industrial Commercial Touristic and Construction S.A. The respective share purchase agreement was entered into on 11 December 2015 and provided, inter alia, for a capital increase by Afoi Th. Nikolaidis Industrial Commercial Touristic and Construction S.A., by which the 88%-shareholding of NB Investments B.V. was reduced to the current 70% (*see for more details about NB Investments B.V. and Nikolaidis TH. Bros S.A. section 6.6 “Group Structure” as well as section 8.4.2 “Ferrous Division”*).

8.9 Legal Proceedings

Apart from the legal proceeding mentioned below, neither the Issuer nor its subsidiaries are currently, nor have they been in the last twelve months, subject of government interventions or are party of legal or arbitration proceedings which may have, or have had in the recent past, significant effects on the Issuer’s financial position or profitability. To the Issuer’s best knowledge, no such proceedings are currently pending or threatened.

8.9.1 Litigation with an investor in a project

In December 2012 an investor in a project for the extraction, purchase and sale of iron by-products from an industrial site in the United States of America initiated litigation proceedings against the Issuer as a Guarantor in the project which was entered into by Tennant Metals PTY Ltd. and Tennant Metals S.A.M. and the investor, claiming repayment of approximately USD 600,000 from the Issuer. The claimant asserts that an amount equivalent to AUD 530,000 was made under a loan and USD 30,000 were paid for activities conducted by a subcontractor involved in the project. Both amounts are claimed back due to the project having failed. In its statement of defence the Issuer argued that the claim of AUD 530,000 is unfounded as such amount was not made under a loan but was paid as a participation/entrance fee in the project. As a consequence, the Issuer argues the Guarantee is not enforceable in respect of this amount. With respect to the USD 30,000 the Issuer argues that the claim is unfounded because it can be set-off by the Issuer’s claim against the investor for default under the Loan which caused the project to fail. On March 25th 2015, the District Court of Amsterdam ruled in favor of Metalcorp by considering that the amount claimed of AUD 530,000 was unfounded. The claimant has then filed a petition to the Court of Appeal of Amsterdam, and the court proceeding is still in process.

8.10 Regulatory Environment

METALCORPGROUP and its business activities are subject to national and international laws, regulations and industry standards. The business of METALCORPGROUP is also subject to various European legislations and regulations, e.g. concerning the import and export of goods. The existence of a customs union means the absence of customs duties at internal borders between Member States, common customs duties on imports from third countries, common rules of origin for third-country products and a common definition of customs value. Customs duties for imports from outside the EU are mandatory and apply to all member states.

METALCORPGROUP is subject to German laws and regulations. Such regulations or similar regulations can also be

found in all foreign legal systems, in which METALCORPGROUP operates business activities. This may also result in being more strictly regulated in the respective regulatory and market framework than in the respective German regulatory framework.

8.10.1 Employment law

METALCORPGROUP is an employer in Germany. As such, METALCORPGROUP is subject to different employment laws and regulations. In Germany, METALCORPGROUP especially is responsible for the security and health of its employees. Pursuant to the German Employment Protection Act (“**ArbSchG**”) an employer is obliged to implement measures that influence the security and health of its employees.

The German Ordinance on Industrial Safety and Health (“**Betriebssicherheitsverordnung**”) implements the directive 2009/104/EG and contains accident prevention regulations with respect to health and safety of employees involved in the preparation and use of working substances and in the protection of employees and third parties from the risks involved in the operation of plants that require monitoring.

Its overriding principle is to stipulate that systems requiring inspection, which includes among other systems in potentially explosive atmospheres must be assembled, installed and operated according to the latest state of the art. Furthermore, systems must be kept in proper condition, monitored, and necessary repair and security measures must be taken immediately.

METALCORPGROUP is ISO 9001:2008 certified. This is a standard that specifies requirements for a quality management system where an organization needs to demonstrate its ability to consistently provide products that meets customer and applicable statutory and regulatory requirements, and aims to enhance customer satisfaction through the effective application of the system, including processes for continuous improvement of the system and the assurance of conformity to customer and applicable statutory and regulatory requirements. In this context, METALCORPGROUP is also subject to audits.

8.10.2 Environmental law

METALCORPGROUP is subject to environmental law. METALCORPGROUP operates a secondary aluminium production facility in Germany which is subject to German environmental law. The main objectives of public and private regulations are liabilities with regard to contamination of properties. Liability based on private law regulations may be waived but public regulations are unalienable. Property owners or tenants can be liable either as an action interferer or a state interferer, resulting from plant-related contamination of properties and/or as a consequence of pollution. Responsibility for contaminated waste in accordance with the German Federal Soil Protection Act (“**BBodSchG**”) affects inter alia the party causing the contamination, its legal successors, the former owner of the contaminated land if its ownership was transferred after March 1, 1999 and the owner knew of or should have known of the contamination, as well as the holder of actual authority over the plot of land. Administrative orders relating to the BBodSchG are mandatory. This civil liability exists irrespective of an official claim in accordance with the provisions of the German Federal Soil Protection Act several interferers can claim compensation for damages among themselves according the causation contribution.

Under the German Federal Immission Control Act (“**BImSchG**”), an authoritative law for air quality control, operators of plants are required to comply with basic obligations and stipulations. Operators must ensure that there are no harmful effects to the environment, take according precautionary actions against harmful environmental impacts, comply with waste disposal obligations and make an economical and efficient use of energy. Additional suitable emission protection measures also apply after the authorisation of the plant. Moreover, these national regulations are impacted by community rules such as RL 96/61/EG that regulate the authorisation of industrial instalments. The directive’s main objective is the integrated pollution prevention and control.

8.10.3 Licenses and permits

METALCORPGROUP is required by governments and agencies to obtain certain permits, licences and certificates with respect to its exploring activities. The kinds of permits, licences and certificates required depend on several factors, including, inter alia, the type of mineable ore and the type of environments in which e.g. the mines are operated. METALCORPGROUP’s operations are also subject to laws and regulations requiring removal and clean-up of environmental damages under certain circumstances. Laws and regulations protecting the environment have generally become more stringent in recent years, and may in certain circumstances impose “strict liability”, rendering a corporation liable for environmental damages without regard to negligence or fault on the part of such corporation.

9 SELECTED FINANCIAL INFORMATION

The following tables present selected consolidated financial information of Metalcorp Group B.V. which has been derived from the audited consolidated financial statements of the Issuer as at and for the financial years ended 31 December 2016 and ended 31 December 2015 (the “**Group Financial Statements**”) as well as the non-audited consolidated financial statement of the Issuer as at and for the six months ended 30 June 2017 (the “**Half-Year Report 2017**”). The Group Financial Statements were prepared in accordance with the International Financial Reporting Standards as adopted by the European Union. The Half-Year Report 2017 were prepared according to the same accounting principles as the Group Financial Statements with the exception of securities and taxation, which are both accounted for on an annual basis.

The summary of financial information presented below should be read, in particular, in conjunction with the Group Financial Statements and the Half-Year Report 2017. The Group Financial Statements and the Half-Year Report 2017 are available on the Issuer’s website www.metalcorpgroup.com under the heading “Bond” and on the website of the Luxembourg Stock Exchange www.bourse.lu.

Baker Tilly has audited the Issuer’s consolidated financial statements for the years ended 31 December 2016. Rödl & Partner has audited the Issuer’s consolidated financial statements for the years ended 31 December 2015. Both Baker Tilly and Rödl & Partner have issued unqualified auditor’s reports in each case.

Some of the financial data was subject to rounding adjustments that were carried out according to established commercial standards. As a result, totals or sub-totals in tables and other data in this Prospectus which have not been rounded may differ from information that has been rounded. Furthermore, rounded financial data may diverge from totals or subtotals in tables or other sections in this Prospectus.

Selected Information from the Consolidated Profit and Loss account	1 January to 30 June		Year ended 31 December	
	<i>(EUR thousand)</i>		<i>IFRS</i> <i>(EUR thousand)</i>	
	2017	2016	2016 ¹	2015 ²
	<i>Non-Audited</i>	<i>Non-Audited</i>	<i>Audited</i>	<i>Audited</i>
Revenue	312,888	208,998	422,557	446,648
Cost of sales	-292,495	-196,027	-390,225	-419,418
Gross profit	20,393	12,971	32,332	27,230
Selling and administrative expenses	-7,484	-6,941	-11,526	-11,561
Operating Profit	12,909	6,030	20,806	15,670
Net Finance Cost	-3,401	-3,691	-10,304	8,348
Income tax	-	-	-1,766	-1,852
Profit	9,508	2,339	8,736	5,470

¹ Information taken from the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS.

² Information taken from the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS.

Selected Consolidated Balance Sheet Data	As at 30 June	As at 31 December	
	(EUR thousand)	IFRS (EUR thousand)	
	2017	2016 ¹	2015 ²
	<i>Non-Audited</i>	<i>Audited</i>	<i>Audited</i>
Total Non-Current Assets	167,981	161,589	155,681
Total Current Assets	261,417	187,045	117,534
Total Equity	135,386	121,594	113,029
Total Non-Current Liabilities	140,356	80,100	72,278
Total Current Liabilities	153,656	146,940	87,909
Total equity and liabilities	429,398	348,634	273,215

¹ Balance Sheet information taken from the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS.

² Balance Sheet information taken from the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS.

Selected Consolidated Cash Flow Data	Year ended 31 December	
	(EUR thousand)	
	2016 ¹	2015 ²
Operating Profit	20,806	15,670
Cashflow from operating activities	6,024	32,944
Cashflow from investment activities	-6,784	-36,027
Cashflow from financing activities	2,190	-5,127
Movement in cash	1,267	-8,265

¹ Balance Sheet information taken from the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS.

² Balance Sheet information taken from the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS.

Other Selected Financial Data

Year ended 31 December

(EUR thousand) unless
otherwise indicated

	2016 ¹	2015 ²
EBIT ³	20,806	15,670
Depreciation and Amortization ⁴	830	625
EBITDA ⁵	21,636	16,295
EBITDA margin ⁶	5.1%	3.6%
Net profit margin ⁷	2.1%	1.2%
Number of employees ⁸	157	154

¹ Other selected financial data is based on information taken from the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS.

² Other selected financial data is based on information taken from the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS.

³ EBIT means earnings before interest and taxes and equals the operating profit as reflected in the “Consolidated statement of profit or loss” from the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS and the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS. Earnings before interest and taxes (EBIT) is an indicator of a company's profitability, calculated as revenue minus expenses, excluding tax and interest.

⁴ Depreciation and amortization is derived from Note 3 of the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS in the amount of EUR 830,000 and Note 3 of the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS in the amount of EUR 625,000..

⁵ EBITDA means earnings before interest, taxes, depreciation and amortization and equals EBIT -/- Depreciation and amortization Profit from operating activities adjusted for depreciation and amortization charges. EBITDA is one indicator of a company's financial performance and is used as a proxy for the earning potential of a business.

⁶ Relation of EBITDA to revenues. This metric expresses the percentage of revenue that contributes to EBITDA - or in other words the earnings potential in percentage of revenue.

⁷ Relation of net loss/profit for the period to revenues. This metric shows what part of revenues is net profit and basically shows the bottom line profit that a company makes on sales.

⁸ Average for the period. The number of employees of a company is a metric that says something about the size of the company.

Additional Selected Financial Data ¹

	Year ended 31 December	
	<i>(EUR thousand)</i>	
	2016	2015
EBIT Interest Coverage Ratio ²	47.6%	45.6%
EBIT Interest Coverage Ratio incl. Interest income ³	39.5%	37.3%
EBITDA Interest Coverage Ratio ⁴	45.8%	43.9%
EBITDA Interest Coverage Ratio incl. Interest income ⁵	37.9%	35.8%
Total Debt / EBITDA ⁶	7.8	8.3
Total Debt excl. self-liquidating Trade Finance/ EBITDA ⁷	4.7	5.4
Total Net Debt / EBITDA ⁸	7.3	7.7
Total Net Debt excl. self-liquidating Trade Finance/ EBITDA ⁹	4.2	4.8
Risk Bearing Capital ¹⁰	33.7%	40.2%
Total Debt / Capital ¹¹	58.0%	54.5%
Total Debt excl. Trade Finance / Capital ¹²	45.5%	43.6%

¹ The following key figures have been calculated pursuant to the calculation standards of Deutsche Vereinigung für Finanzanalyse und Asset Management (“DVFA”), Standards for Bond Communications, 2012 (unless indicated differently). Similar figures may have been calculated by the Issuer in its financial statements. Deviations may arise from differences in calculation standards; in particular, “total debt” (Finanzverbindlichkeiten) according to the DVFA’s definition does not include financial liabilities from factoring and long-term reserves. Investors should consider that the figures stated under the following footnotes are neither uniformly applied nor standardised, but their calculation may substantially vary from undertaking to undertaking, and, taken by themselves, these key figures should not be drawn upon as a basis for comparison to other undertakings. Unless otherwise stated, these key figures are unaudited. The key figures are no figures or ratios as defined in the IFRS.

² The ratio of interest paid (and similar charges (incl. interest paid for finance / capital lease)) to EBIT (EBIT is defined as net turnover, plus changes in inventories and other work performed by the undertaking for its own purposes and capitalised, plus other operating income, less raw materials and supplies, less personnel expenses, less depreciation and amortization, less other operating expenses, less other taxes, plus income from investments). For interest paid reference is made to the line item “interest expenses and similar charges” for an amount of EUR 9,899,000 in note 4 of the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS and for an amount of EUR 7,149,000 in note 4 of the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS. The EBIT-to-interest coverage ratio is a ratio that is used to assess a company's financial durability by examining whether it is at least profitably enough (after deduction of depreciation and amortization, but before deduction of taxes and interest) to pay off its interest expenses.

³ The ratio of net interest and similar expenses (incl. Interest paid for finance/capital lease + interest received for finance/capital lease) to EBIT. In order to calculate net interest, reference is made to the line items “interest expenses and similar charges” in the amount of EUR 9,899,000 deducted by “other interest income and similar income” in the amount of -/- EUR 1,689,000 in note 4 of the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS and in the respective amounts of EUR 7,149,000 and -/- EUR 1,308,000 in note 4 of the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS. Not prescribed by DVFA. This is the same metric is the previous note, with the modification that the metric reviews the profitability compared to net interest. Net interest is the sum of interest expense and net income.

⁴ The ratio of net interest expense (and similar charges (including interest paid for finance / capital lease)) to EBITDA. The EBITDA-to-interest coverage ratio is a ratio that is used to assess a company's financial durability by examining whether it is at least profitably enough (business related profit before deduction of depreciation, amortization, interest and taxes) to pay off its interest expenses.

⁵ The ratio of net interest and similar expenses (incl. Interest paid for finance/capital lease + interest received for finance/capital lease) to EBITDA. Not prescribed by DVFA. EBITDA. This is the same metric is the previous note, with the modification that the metric reviews the profitability compared to net interest. Net interest is the sum of interest expense and net income.

- ⁶ Ratio of total debt (total debt is defined as liabilities to credit institutions, plus liabilities to affiliates, plus liabilities to undertakings in which a participating interest is held, plus participation certificates and mezzanine capital, plus liabilities to shareholders, plus other interest-bearing liabilities and liabilities from finance lease) to EBITDA. “Total debt” can be derived from the audited consolidated financial statements as at and for the year ended 31 December 2016 and 2015 in accordance with IFRS, by adding accumulating the following line items of note 14: “bank loans (>1 year)” in the amount of EUR 1,789,000 (2015: EUR 2,811,000), “bonds” in the amount of EUR 65,379,000 (2015: EUR 56,412,000), “long term leasing” in the amount of EUR 1,572,000 (2015: EUR 1,615,000), “other long term liabilities” in the amount of EUR 6.425 (2015: EUR 6.504), “bank loans (<1 year)” in the amount of EUR 91.671 (2015: EUR 66,545,000) and “related parties” in the amount of EUR 886,000 (2015: EUR 1,752,000). This ratio measures a company's ability to pay off its incurred debt out of profitability without using the cash that is currently available in the company.
- ⁷ Ratio of total debt (as defined in note 6 deducting the utilization of self-liquidating Trade Finance facilities) to EBITDA. In the commodity trading industry, the utilized Trade Finance facility is usually deducted in Debt and Net Debt calculations as the repayment of these facilities are not based on EBIT(DA). Instead these are repaid by the receivables related to the individual deals. Therefore, the debts resulting out of Trade Finance facilities are self-liquidating independent from the financial results of the company. The trade finance facilities are uncommitted, which means that all deals are assessed by the banks on a case by case basis and the banks only approve those deals which are self-liquidating to avoid that they have an uncovered exposure at any time. The utilization of self-liquidating Trade Finance facilities is stated in note 14 of the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS and note 14 of the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS and the amounts are respectively EUR 66.300 thousand and EUR 48.295 thousand. Not prescribed by DVFA. This ratio measures a company's ability to pay off its incurred debt out of profitability without using the cash that is currently available in the company, but including the self-liquidating nature of Trade Finance.
- ⁸ Ratio of net total debt (net total debt is defined as total debt less cash and equivalents) to EBITDA. Cash and equivalents can directly be derived from the “consolidated statement of financial position” of the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS and of the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS. The amounts are respectively EUR 10,783,000 and EUR 9,516,000. This ratio measures a company's ability to pay off its incurred debt out of profitability and the cash that is currently available in the company.
- ⁹ Ratio of net total debt (as defined in note 7 deducting the utilization of self-liquidating Trade Finance facilities) to EBITDA. In the commodity trading industry, the utilized Trade Finance facility is usually deducted in Debt and Net Debt calculations as the repayment of these facilities are not based on EBIT(DA). Instead these are repaid by the receivables related to the individual deals. Therefore, the debts resulting out of Trade Finance facilities are self-liquidating independent from the financial results of the company. The trade finance facilities are uncommitted, which means that all deals are assessed by the banks on a case by case basis and the banks only approve those deals which are self-liquidating to avoid that they have an uncovered exposure at any time. Net total debt excluding self-liquidating Trade Finance can be derived from the total debt as defined in note 6 of this overview minus the cash and equivalents that can be derived from the “consolidated statement of financial position” of the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS and of the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS. The amounts are respectively EUR 10,783,000 and EUR 9,516,000. Not prescribed by DVFA. This ratio measures a company's ability to pay off its incurred debt without self-liquidating Trade Finance out of profitability and the cash that is currently available in the company.
- ¹⁰ Ratio of liable capital (defined as shareholder's equity, plus Mezzanine loans, less own shares, less receivables from shareholders, less subscribed capital unpaid, less pension provisions not recognised as liabilities, less tax deferrals) to the modified balance sheet total (modified balance sheet total is defined as the balance sheet total less own shares, less receivables from shareholders, less subscribed capital unpaid, less pension provisions not recognised as liabilities, less tax deferrals). As the company does not have Mezzanine loans, own shares, receivables from shareholders, subscribed capital unpaid and pension provisions, the liable capital can be calculated by accumulating the line item “total equity” that can be derived from the “consolidated statement of financial position” of the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS and of the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS for the respective amounts of EUR 121,594,000 and EUR 113,029,000 and minus the line item “deferred tax liabilities” that can be derived from the “consolidated statement of financial position” of the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS and of the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS for the respective amounts of EUR 4,935,000 and EUR 4,935,000 and minus the line item “taxes and social charges” as included in note 14 of the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS and note 14 of the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS for the respective amounts of EUR 1,020,000 and EUR 399,000. The modified balance sheet total is the line item “total assets” as reflected in the “statement of financial position” of the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS and of the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS for the respective amounts of EUR 348,634,000 and EUR 273,215,000 minus the line items “deferred tax liabilities” and “taxes and social charges” (references are included previously in this note). Not prescribed by DVFA. This metric provides information on the indebtedness of the company by showing the share of which the total assets are financed by funds of the shareholders (so equity and net loans) after payment of liabilities towards taxes and pensions.
- ¹¹ Ratio of total debt (as defined in note 6) to total debt plus shareholder's equity (the line item line item “total equity” that can be derived from the “consolidated statement of financial position” of the Issuer 2016 audited consolidated financial statements as at and for the year ended 31 December 2016 in accordance with IFRS and of the Issuer 2015 audited consolidated financial statements as at and for the year ended 31 December 2015 in accordance with IFRS for the respective amounts of EUR 121,594,000 and EUR 113,029,000.). The total debt-to-capitalization ratio is a ratio that measures the total amount of outstanding company debt as a percentage of the firm's total capitalization and provides information on the indebtedness of the company.
- ¹² Ratio of total debt (minus the self-liquidating Trade Finance utilization; as described in note 7) to total debt (minus the self-liquidating Trade Finance utilization, as described in note 7) plus shareholder's equity. Not prescribed by DVFA. This ratio excludes self-liquidating Trade Finance from total debt as this is covered by the related inventory and receivables. This ratio shows the actual borrowings (or non-self-liquidating loans) covered by capital and provides information on the indebtedness of the company.

10 TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions of the notes (the “**Terms and Conditions**”) applicable to the Notes. The final Terms and Conditions of the Notes will be an integral part of the respective Global Notes.

The Terms and Conditions are written in the German and English language. The German text shall be the legally binding version. The English language translation is provided for convenience only.

Anleihebedingungen (die „Anleihebedingungen”)	Terms and Conditions of the Notes (the “Terms and Conditions”)
<p>§ 1 Währung, Form, Nennbetrag und Stückelung</p> <p>(a) Diese Anleihe der Metalcorp Group B.V., Amsterdam (die „Emittentin“) im Gesamtnennbetrag von bis zu EUR 50.000.000 (in Worten: Euro fünfzig Millionen Euro) (der „Gesamtnennbetrag“), ist in auf den Inhaber lautende, untereinander gleichberechtigte Schuldverschreibungen (die „Schuldverschreibungen“) im Nennbetrag von jeweils EUR 1.000 (in Worten: Euro ein Tausend) (der „Nennbetrag“) eingeteilt.</p> <p>(b) Die Schuldverschreibungen werden für ihre gesamte Laufzeit zunächst durch eine vorläufige Inhaber-Globalschuldverschreibung (die „vorläufige Globalurkunde“) ohne Zinsscheine verbrieft, die nicht früher als 40 Tage und nicht später als 180 Tage nach dem Begebungstag (wie nachstehend definiert) durch eine Inhaber-Dauerglobalurkunde (die „Dauerglobalurkunde“, die vorläufige Globalurkunde und die Dauerglobalurkunde gemeinsam die „Globalurkunde“) ohne Zinsscheine ausgetauscht wird. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine US-Person(en) ist bzw. sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten), jeweils im Einklang mit den Regeln und Verfahren der Clearstream Banking Aktiengesellschaft, Frankfurt am Main, mit Geschäftsanschrift Mergenthalerallee 61, 65760 Eschborn („Clearstream“). Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der durch die vorläufige</p>	<p>§ 1 Currency, Form, Principal Amount and Denomination</p> <p>(a) This issue of Metalcorp Group B.V., Amsterdam (the “Issuer”) in the aggregate principal amount of up to EUR 50,000,000.00 (in words: fifty million Euros (the “Aggregate Principal Amount”), is divided into partial notes (the “Notes”) payable to the bearer and ranking <i>pari passu</i> among themselves in the denomination of EUR 1,000.00 each (the “Principal Amount”).</p> <p>(b) The Notes will initially be represented for the whole life of the Notes by a temporary global bearer note (the “Temporary Global Note”) without interest coupons, which will be exchanged not earlier than 40 days and not later than 180 days after the Issue Date (as defined below) against a permanent global bearer note (the “Permanent Global Note”, the Temporary Global Note and the Permanent Global Note together the “Global Note”) without interest coupons. 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 not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions) in accordance with the rules and operating procedures of Clearstream Banking Aktiengesellschaft, Frankfurt am Main, business address: Mergenthalerallee 61, 65760 Eschborn (“Clearstream”). Payments of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this subparagraph (b). Any securities delivered in exchange for the Temporary Global Note shall be</p>

ge Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß diesem Absatz (b) auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten von Amerika geliefert werden.

- (c) Die vorläufige Globalurkunde und die Dauer-globalurkunde sind nur wirksam, wenn sie jeweils die eigenhändige Unterschrift eines Vertreters der Emittentin tragen. Die Globalurkunde wird bei der Clearstream hinterlegt. Der Anspruch der Anleihegläubiger auf Ausgabe einzelner Schuldverschreibungen oder Zinsscheine ist ausgeschlossen.
- (d) Den Inhabern der Anleihen (die „**Anleihegläubiger**“) stehen Miteigentumsanteile oder Rechte an der Globalurkunde zu, die nach Maßgabe des anwendbaren Rechts und der Regeln und Bestimmungen von Clearstream übertragen werden können.

§ 2 Status der Schuldverschreibungen und Negativverpflichtung

- (a) **Status.** Die Schuldverschreibungen begründen unmittelbare, unbedingte, nicht nachrangige und nicht besicherte Verbindlichkeiten der Emittentin und stehen im gleichen Rang untereinander und mindestens im gleichen Rang mit allen anderen gegenwärtigen und zukünftigen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin, soweit bestimmte zwingende gesetzliche Bestimmungen nichts anderes vorschreiben.
- (b) **Negativverpflichtung.** Die Emittentin verpflichtet sich und hat dafür Sorge zu tragen, dass ihre Tochtergesellschaften (wie nachstehend definiert), solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen der Hauptzahlstelle zur Verfügung gestellt worden sind, keine Grundpfandrechte, Pfandrechte, Belastungen oder sonstigen Sicherungsrechte (jedes solches Sicherungsrecht eine „**Sicherheit**“) in Bezug auf ihren gesamten oder Teil ihres Geschäftsbetriebes, Vermögen oder Einkünfte, jeweils gegenwärtig oder zukünftig, zur Sicherung von anderen Kapitalmarktverbindlichkeiten (wie nachstehend definiert) oder zur Sicherung einer von der Emittentin oder einer ihrer Tochtergesellschaften gewährten Garantie oder Freistellung bezüglich einer Kapitalmarktverbindlichkeiten einer anderen Person zu bestellen oder fortbestehen zu lassen, ohne gleichzeitig oder

delivered only outside of the United States.

- (c) The Global Note shall only be valid if it bears the handwritten signature of a representative of the Issuer. The Global Note will be deposited with Clearstream. The right to require the issue of definitive Notes or interest coupons has been excluded.
- (d) The holder of the notes (the “**Noteholders**”) will receive co-ownership participations in the Global Note, which are transferable in accordance with applicable law and the rules and regulations of Clearstream

§ 2 Status of the Notes and Negative Pledge

- (a) **Status.** The Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* without any preference among themselves and at least *pari passu* with all other unsubordinated and unsecured obligations of the Issuer, present and future save for certain mandatory exceptions provided by law.
- (b) **Negative Pledge.** The Issuer undertakes, so long as any of the Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Principal Paying Agent, not to create or permit to subsist, and to procure that none of its Subsidiaries (as defined below) will create or permit to subsist, any mortgage, lien, pledge, charge or other security interest (each such right a “**Security**”) over the whole or any part of its undertakings, assets or revenues, present or future, to secure any Capital Market Indebtedness (as defined below) or to secure any guarantee or indemnity given by the Issuer or any of its subsidiaries in respect of any Capital Market Indebtedness of any other person, without, at the same time or prior thereto, securing all amounts payable under the Notes either with equal and rateable Security or providing all amounts payable under the Notes such other Security as shall be approved by an independent accounting firm of internationally rec-

zuvor alle unter den Schuldverschreibungen zahlbaren Beträge in gleicher Weise und in gleichem Rang Sicherheiten zu bestellen oder für alle unter den Schuldverschreibungen zahlbaren Beträge solch eine andere Sicherheit zu bestellen, die von einer unabhängigen, international anerkannten Wirtschaftsprüfungsgesellschaft als gleichwertig anerkannt wird. Diese Verpflichtung gilt jedoch nicht:

- (i) für Sicherheiten, die gesetzlich vorgeschrieben sind, oder die als Voraussetzung für staatliche Genehmigungen verlangt werden;
- (ii) für zum Zeitpunkt des Erwerbs von Vermögenswerten durch die Emittentin bereits an solchen Vermögenswerten bestehende Sicherheiten, soweit solche Sicherheiten nicht im Zusammenhang mit dem Erwerb oder in Erwartung des Erwerbs des jeweiligen Vermögenswerts bestellt wurden und der durch die Sicherheit besicherte Betrag nicht nach Erwerb des betreffenden Vermögenswertes erhöht wird;
- (iii) Sicherheiten, die von einer Tochtergesellschaft der Emittentin an Forderungen bestellt werden, die ihr aufgrund der Weiterleitung von aus dem Verkauf von Kapitalmarktverbindlichkeiten erzielten Erlösen gegen die Emittentin zustehen, sofern solche Sicherheiten der Besicherung von Verpflichtungen aus den jeweiligen Kapitalmarktverbindlichkeiten der betreffenden Tochtergesellschaft dienen.

Im Sinne dieser Anleihebedingungen bedeutet „**Kapitalmarktverbindlichkeit**“ jede gegenwärtige oder zukünftige Verbindlichkeit hinsichtlich der Rückzahlung geliehener Geldbeträge, die durch besicherte oder unbesicherte Schuldverschreibungen, Anleihen oder sonstige Wertpapiere, die an einer Börse oder in einem anderen anerkannten Wertpapier- oder außerbörslichen Markt zugelassen sind, notiert oder gehandelt werden oder zugelassen, notiert oder gehandelt werden können.

„**Tochtergesellschaft**“ ist jede voll konsolidierte Tochtergesellschaft einer Person.

Ein nach diesem § 2(b) zu leistendes Sicherungsrecht kann auch zugunsten der Person eines Treuhänders der Anleihegläubiger bestellt werden.

§ 3 Finanzielle Verpflichtungen

ognized standing as being equivalent security, provided, however, that this undertaking shall not apply with respect to:

- (i) any Security which is provided for by law or which has been required as a condition precedent for public permissions;
- (ii) any Security existing on assets at the time of the acquisition thereof by the Issuer, provided that such Security was not created in connection with or in contemplation of such acquisition and that the amount secured by such Security is not increased subsequently to the acquisition of the relevant assets;
- (iii) any Security which is provided by any subsidiary of the Issuer with respect to any receivables of such subsidiary against the Issuer which receivables exist as a result of the transfer of the proceeds from the sale by the subsidiary of any Capital Market Indebtedness, provided that any such security serves to secure obligations under such Capital Market Indebtedness of the relevant subsidiary.

For the purposes of these Terms and Conditions, “**Capital Market Indebtedness**” shall mean any present or future obligation for the repayment of borrowed monies which is in the form of, or represented or evidenced by bonds, notes, debentures, loan stock or other securities which are, or are capable of being, quoted, listed, dealt in or traded on any stock exchange, or other recognised over-the-counter or securities market.

“**Subsidiary**” means any fully consolidated subsidiary of any person.

A security pursuant to this § 2(b) may also be provided to a trustee of the noteholders.

§ 3 Financial Covenant

Die Emittentin stellt sicher, dass sie und ihre Tochtergesellschaften (wie vorstehend definiert) eine Eigenkapitalquote von wenigstens fünfundzwanzig (25) Prozent aufrechterhalten. The Eigenkapitalquote errechnet sich in Übereinstimmung IFRS oder im Fall der Tochtergesellschaften nach den jeweils anwendbaren Bilanzvorschriften.

The Issuer ensures that itself and any of its Subsidiaries (as defined above) maintain an equity ratio of at least twenty-five (25) percent. The equity ratio shall be calculated in accordance with IFRS, or in the case of the subsidiaries of the respective applicable accounting rules.

§ 4 Verzinsung

- (a) Die Schuldverschreibungen werden ab dem 2. Oktober 2017 (einschließlich) (der „**Begebungstag**“) bezogen auf ihren Nennbetrag mit 7 % jährlich (der „**Zinssatz**“) verzinst. Die Zinsen sind jährlich nachträglich jeweils am 2. Oktober eines jeden Jahres (jeweils ein „**Zinszahlungstag**“ und der Zeitraum ab dem Begebungstag (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und danach von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) jeweils eine „**Zinsperiode**“) zahlbar. Die erste Zinszahlung wird am 2. Oktober 2018 fällig.
- (b) Die Verzinsung der Schuldverschreibungen endet mit Beginn des Tages, an dem sie zur Rückzahlung fällig werden, oder, sollte die Emittentin eine Zahlung aus diesen Schuldverschreibungen bei Fälligkeit nicht leisten, mit Beginn des Tages der tatsächlichen Zahlung. Der Zinssatz erhöht sich in diesem Fall um 5 % p.a..
- (c) Sind Zinsen im Hinblick auf einen Zeitraum zu berechnen, der kürzer als eine Zinsperiode ist, so werden sie berechnet auf der Grundlage der Anzahl der tatsächlichen verstrichenen Tage im relevanten Zeitraum (gerechnet vom letzten Zinszahlungstag (einschließlich)) dividiert durch die tatsächliche Anzahl der Tage der Zinsperiode (365 Tage bzw. 366 Tage im Falle eines Schaltjahrs) (Actual/Actual).

§ 5 Fälligkeit, Rückzahlung, vorzeitige Rückzahlung aus steuerlichen Gründen, nach Wahl der Emittentin oder der Anleihegläubiger sowie Rückkauf

- (a) Die Schuldverschreibungen werden am 2. Oktober 2022 (der „**Fälligkeitstermin**“) zum Nennbetrag zurückgezahlt. Eine vorzeitige Rückzahlung findet außer in den nachstehend genannten Fällen nicht statt.
- (b) **Vorzeitige Rückzahlung aus steuerlichen Gründen.** Sollte die Emittentin zu irgendeinem Zeitpunkt in der Zukunft aufgrund einer Änderung des in der Bundesrepublik

§ 4 Interest

- (a) The Notes will bear interest on their principal amount at a rate of 7% per annum (the “**Coupon**”) as from 2 October 2017 (the “**Issue Date**”). Interest is payable in arrears on 2 October of each year (the “**Interest Payment Date**” and the period from the Issue Date (inclusive) up to the first Interest Payment Date (exclusive) and thereafter as from any Interest Payment Date (inclusive) up to the next following Interest Payment Date (exclusive) being an “**Interest Period**”). The first interest payment will be due on 2 October 2018.
- (b) The Notes shall cease to bear interest from the beginning of the day they are due for redemption, or, in case the Issuer fails to make any payment under the Notes when due, from the beginning of the day on which such payment is made. In such case, the rate of interest shall be increased by 5 percentage points per annum.
- (c) Where interest is to be calculated in respect of a period which is shorter than an Interest Period the interest will be calculated on the basis of the actual number of days elapsed in the relevant period (from and including the most recent Interest Payment Date) divided by the actual number of days of the Interest Period (365 days and 366 days, respectively, in case of a leap year) (Actual/Actual).

§ 5 Maturity, Redemption, Early Redemption for Tax Reasons, at the Option of the Issuer or the Noteholders, and Repurchase

- (a) The Notes will be redeemed at par on 2 October 2022 (the “**Redemption Date**”). There will be no early redemption except in the following cases.
- (b) **Early Redemption for Tax Reasons.** If at any future time as a result of a change of the laws applicable in the Federal Republic of Germany or a change in their official application, the Issu-

Deutschland geltenden Rechts oder seiner amtlichen Anwendung verpflichtet sein oder zu dem nächstfolgenden Zahlungstermin für Kapital oder Zinsen verpflichtet werden, die in § 7(a) genannten zusätzlichen Beträge zu zahlen, und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin zur Verfügung stehender Maßnahmen vermeiden können, so ist die Emittentin mit einer Frist von wenigstens 30 Tagen und höchstens 60 Tagen berechtigt, durch Bekanntmachung gemäß § 14 die Schuldverschreibungen insgesamt zur vorzeitigen Rückzahlung zum Vorzeitigen Rückzahlungsbetrag (wie nachstehend definiert) zuzüglich aufgelaufener Zinsen zu kündigen.

Eine Kündigung gemäß diesem § 5(b) darf allerdings nicht (i) früher als 90 Tage vor dem frühest möglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist.

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

„**Vorzeitiger Rückzahlungsbetrag**“ bezeichnet den Nennbetrag der Schuldverschreibungen.

- (c) **Vorzeitige Rückzahlung nach Wahl der Emittentin.** Die Emittentin ist berechtigt, frühestens zum 2. Oktober 2020 ausstehende Schuldverschreibungen mit einer Frist von mindestens 10 und höchstens 20 Tagen durch Bekanntmachung gemäß § 13 insgesamt zu kündigen und vorzeitig zum Vorzeitigen Rückzahlungsbetrag (Call) (wie nachfolgend definiert) zurückzuzahlen. Eine solche Kündigungserklärung ist unwiderruflich. Der Tag der vorzeitigen Rückzahlung muss ein Geschäftstag im Sinne von § 6(c) sein. Im Hinblick auf die gekündigten Schuldverschreibungen endet die Verzinsung mit dem letzten Tag vor dem vorzeitigen Rückzahlungstag.

Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits ein Anleihegläubiger in Ausübung seines Wahlrechts nach § 4(d) verlangt hat.

er is required, or at the time of the next succeeding payment due in respect of principal or interest will be required, to pay additional amounts as provided in this § 7(a), and such obligation cannot be avoided taking reasonable measures available to the Issuer, the Issuer will be entitled, upon not less than 30 days' and not more than 90 days' notice to be given by publication in accordance with § 14, prior to the Redemption Date to redeem all Notes at the Early Redemption Amount (as defined below) plus accrued interest.

No notice of redemption pursuant to this § 5(b) shall be made given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts if a payment in respect of the Notes was then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect.

Any such notice shall be irrevocable and 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 so to redeem.

In these Terms and Conditions “**Early Redemption Amount**” means the principal amount of the Notes.

- (c) **Early Redemption at the Option of the Issuer.** The Issuer shall be entitled, by giving not less than 10 nor more than 20 days' notice by publication in accordance with § 13, to redeem outstanding Notes, in whole, no earlier than per 2 October 2020 at the Call Early Redemption Amount (as defined below). Such notice shall be irrevocable and shall state the date of early redemption. The date of early redemption must be a Business Day within the meaning of § 6(c). In respect of the Notes which are subject to redemption the entitlement to interest shall end with the day immediately preceding the early redemption date.

The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Noteholder thereof of its option to require the redemption of such Note under § 4(d).

„**Vorzeitiger Rückzahlungsbetrag (Call)**“ bezeichnet im Falle einer vorzeitigen Rückzahlung gemäß diesem § 4(c) ab dem 2. Oktober 2020 bis einschließlich des 1. Oktober 2021 104 % des Nennbetrages und innerhalb eines Zeitraums ab dem 2. Oktober 2021 bis zum Rückzahlungstag 102 % des Nennbetrages.

- (d) **Vorzeitige Rückzahlung nach Wahl der Anleihegläubiger bei einem Kontrollwechsel.** Wenn ein Kontrollwechsel (wie nachfolgend definiert) eintritt, ist jeder Anleihegläubiger berechtigt, von der Emittentin die Rückzahlung oder, nach Wahl der Emittentin, den Ankauf seiner Schuldverschreibungen durch die Emittentin (oder auf ihre Veranlassung durch einen Dritten) zum Vorzeitigen Rückzahlungsbetrag (Put) (wie nachfolgend definiert) insgesamt oder teilweise zu verlangen (die „**Put Option**“). Eine solche Ausübung der Put Option wird jedoch nur dann wirksam, wenn innerhalb des Rückzahlungszeitraums (wie nachstehend definiert) Anleihegläubiger von Schuldverschreibungen im Nennbetrag von mindestens 90 % des Gesamtnennbetrages der zu diesem Zeitpunkt noch insgesamt ausstehenden Schuldverschreibungen von der Put Option Gebrauch gemacht haben. Die Put Option ist wie nachfolgend unter § 5(e) beschrieben auszuüben.

„**Vorzeitiger Rückzahlungsbetrag (Put)**“ bezeichnet 101 % des Nennbetrages.

Ein „**Kontrollwechsel**“ liegt vor, wenn eines der folgenden Ereignisse eintritt:

- (i) die Emittentin erlangt Kenntnis davon, dass eine Dritte Person (wie nachstehend definiert) oder gemeinsam handelnde Dritte Personen im Sinne von § 2 Absatz 5 Wertpapiererwerbs- und Übernahmegesetz (jeweils ein „**Erwerber**“) der rechtliche Eigentümer von mehr als 50 % der Stimmrechte der Emittentin geworden ist; oder
- (ii) die Verschmelzung der Emittentin mit einer oder auf eine Dritte Person (wie nachfolgend definiert) oder die Verschmelzung einer Dritten Person mit oder auf die Emittentin, oder der Verkauf aller oder im Wesentlichen aller Vermögensgegenstände (konsolidiert betrachtet) der Emittentin an eine Dritte Person. Dies gilt nicht für Verschmelzungen oder Verkäufe im Zusammenhang mit Rechtsgeschäften, in deren Folge (A) im Falle einer Ver-

"Call Early Redemption Amount" shall mean, in the event of an early redemption pursuant to this § 4(c) within the period commencing on 2 October 2020 and ending 1 October 2021 (inclusive) 104% of the Principal Amount and within a period commencing on 2 October 2021 and ending on the Redemption Day 102% of the Principal Amount.

- (d) **Early Redemption at the Option of the Noteholders upon a Change of Control.** If a Change of Control (as defined below) occurs, each Noteholder shall have the right to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase by a third party of) in whole or in part his Notes at the Put Early Redemption Amount (as defined below) (the "**Put Option**"). An exercise of the Put option shall, however, only become valid if during the Put Period (as defined below) Noteholders of Notes with a Principal Amount of at least 90 % of the Aggregate Principal Amount of the Notes then outstanding have exercised the Put Option. The Put Option shall be exercised as set out below under § 5(e).

"Put Early Redemption Amount" shall mean 101% of the Principal Amount.

"**Change of Control**" means the occurrence of any of the following events:

- (i) the Issuer becomes aware that any Third Person (as defined below) or group of Third Persons acting in concert within the meaning of § 2 (5) of the German Securities Acquisition and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz, WpÜG*) (each an "**Acquirer**") has become the legal owner of more than 50% of the voting rights of the Issuer; or
- (ii) the merger of the Issuer with or into a Third Person (as defined below) or the merger of a Third Person with or into the Issuer, or the sale of all or substantially all of the assets (determined on a consolidated basis) of the Issuer to a Third Person, other than in a transaction following which (A) in the case of a merger holders that represented 100% of the voting rights of the Issuer own directly or indirectly at least a majority of the voting rights of the surviving person

schmelzung die Inhaber von 100 % der Stimmrechte der Emittentin wenigstens die Mehrheit der Stimmrechte an dem überlebenden Rechtsträger unmittelbar nach einer solchen Verschmelzung halten und (B) im Fall des Verkaufs von allen oder im Wesentlichen allen Vermögensgegenständen der erwerbende Rechtsträger eine Tochtergesellschaft der Emittentin ist oder wird und Garantin bezüglich der Schuldverschreibungen wird

Als Kontrollwechsel ist es nicht anzusehen, wenn sich nach der Zulassung der Anteile der Emittentin zum Handel an einem regulierten Markt einer deutschen Wertpapierbörse oder einem vergleichbaren Marktsegment einer ausländischen Wertpapierbörse weniger als 50 % der Stimmrechte an der Emittentin im Eigentum einer Holdinggesellschaft der Emittentin befinden. Als Kontrollwechsel ist es ebenfalls nicht anzusehen, wenn Anteile an der Emittentin im Wege der Erbfolge übergehen.

„**Dritte Person**“ im Sinne dieses § 5(d) (i) und (ii) ist jede Person außer einer verbundenen Person der Emittentin (wie nachstehend definiert).

„**Verbundene Person**“ bezeichnet jede Tochtergesellschaft oder Holdinggesellschaft einer Person sowie jede andere Tochtergesellschaft dieser Holdinggesellschaft.

Wenn ein Kontrollwechsel eintritt, wird die Emittentin unverzüglich nachdem sie hiervon Kenntnis erlangt den Anleihegläubigern Mitteilung vom Kontrollwechsel gemäß § 14(a) machen (die „**Put-Rückzahlungsmittelung**“), in der die Umstände des Kontrollwechsels sowie das Verfahren für die Ausübung der in diesem § 5(d) genannten Put Option angegeben sind.

- (e) Die Ausübung der Put Option gemäß § 5(d) muss durch den Anleihegläubiger innerhalb eines Zeitraums (der „**Put-Rückzahlungszeitraum**“) von 30 Tagen, nachdem die Put-Rückzahlungsmittelung veröffentlicht wurde, schriftlich gegenüber der depotführenden Stelle des Anleihegläubigers erklärt werden (die „**Put-Ausübungserklärung**“). Die Emittentin wird nach ihrer Wahl die maßgebliche(n) Schuldverschreibung(en) 7 Tage nach Ablauf des Rückzahlungszeitraums (der „**Put-Rückzahlungstag**“) zurückzahlen oder erwerben (bzw. erwerben lassen), soweit sie

immediately after such merger and (B) in the case of a sale of all or substantially all of the assets, each transferee becomes a guarantor in respect of the Notes and is or becomes a subsidiary of the Issuer;

It shall not be qualified as a Change of Control, however, if following the admission of the Issuer's shares to trading on the regulated market of a German stock exchange or an equivalent market segment of a foreign stock exchange less than 50% of the voting rights of the Issuer are owned by a Holding Company of the Issuer. It shall also not be qualified as a Change of Control, if shares of the issuer or any other participating interest will be transferred by testamentary or hereditary succession.

„**Third Person**“ shall for the purpose of this § 5(d) (i) and (ii) mean any person other than an Affiliated Company of the Issuer (as defined below).

„**Affiliated Company**“ means in respect to any person, a subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

If a Change of Control occurs, then the Issuer shall, without undue delay, after becoming aware thereof, give notice of the Change of Control (a „**Put Event Notice**“) to the Noteholders in accordance with § 14(a) specifying the nature of the Change of Control and the procedure for exercising the Put Option contained in this § 5(d).

- (e) The exercise of the Put Option pursuant to § 5(d), must be declared by the Noteholder within 30 days after a Put Event Notice has been published (the „**Put Period**“) to the Depository Bank of such Noteholder in writing (a „**Put Notice**“). The Issuer shall redeem or, at its option, purchase (or procure the purchase of) the relevant Note(s) on the date (the „**Put Redemption Date**“) seven days after the expiration of the Put Period unless previously redeemed or purchased and cancelled. Payment in respect of any Note so delivered will be made in accordance with the customary procedures through the Issuer. A Put Notice, once given, shall be irrevocable.

nicht bereits vorher zurückgezahlt oder erworben und entwertet wurde(n). Die Abwicklung erfolgt über die Emittentin. Eine einmal gegebene Put-Ausübungserklärung ist für den Anleihegläubiger unwiderruflich.

- (f) Die Emittentin kann jederzeit und zu jedem Preis im Markt oder auf andere Weise Schuldverschreibungen ankaufen.

§ 6 Zahlungen, Hinterlegung

- (a) Die Emittentin verpflichtet sich, Kapital und Zinsen auf die Schuldverschreibungen bei Fälligkeit in Euro zu zahlen. Die Zahlung von Kapital und Zinsen erfolgt, vorbehaltlich geltender steuerrechtlicher und sonstiger gesetzlicher Regelungen und Vorschriften, über die Hauptzahlstelle zur Weiterleitung an Clearstream oder nach dessen Weisung zur Gutschrift für die jeweiligen Kontoinhaber. Die Zahlung an Clearstream oder nach dessen Weisung befreit die Emittentin in Höhe der geleisteten Zahlung von ihren entsprechenden Verbindlichkeiten aus den Schuldverschreibungen. Eine Bezugnahme in diesen Anleihebedingungen auf Kapital oder Zinsen der Schuldverschreibungen schließt jegliche zusätzlichen Beträge gemäß § 7 ein.
- (b) Falls eine Zahlung auf Kapital oder Zinsen einer Schuldverschreibung an einem Tag zu leisten ist, der kein Geschäftstag ist, so erfolgt die Zahlung am nächstfolgenden Geschäftstag. In diesem Fall steht den betreffenden Anleihegläubigern weder eine Zahlung noch ein Anspruch auf Verzugszinsen oder eine andere Entschädigung wegen dieser Verzögerung zu.
- (c) „**Geschäftstag**“ im Sinne dieser Anleihebedingungen ist jeder Tag (außer einem Samstag oder Sonntag), an dem (i) das Trans-European Automated Real-time Gross Settlement Express Transfer System 2 (TARGET) und (ii) Clearstream geöffnet sind und Zahlungen weiterleiten.
- (d) Bezugnahmen in diesen Anleihebedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen (wie in § 5(a) definiert); den vorzeitigen Rückzahlungsbetrag (wie in § 5(b) definiert) sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf die Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge

- (f) The Issuer may at any time purchase Notes in the market or otherwise.

§ 6 Payments, Depositing in Court

- (a) The Issuer undertakes to pay, as and when due, principal and interest on the Notes in Euros. Payment of principal and interest on the Notes shall be made, subject to applicable fiscal and other laws and regulations, through the Principal Paying Agent for on-payment to Clearstream or to its order for credit to the respective account holders. Payments to Clearstream or to its order shall to the extent of amounts so paid constitute the discharge of the Issuer from its corresponding liabilities under the Terms and Conditions of the Notes. Any reference in these Terms and Conditions of the Notes to principal or interest will be deemed to include any Additional Amounts as set forth in § 7.
- (b) If any payment of principal or interest with respect to a Note is to be effected on a day other than a Business Day, payment will be effected on the next following Business Day. In this case, the relevant Noteholders will neither be entitled to any payment claim nor to any interest claim or other compensation with respect to such delay.
- (c) In these Terms and Conditions, “**Business Day**” means a day (other than a Saturday or Sunday) on which (i) the Trans-European Automated Real-time Gross settlement Express Transfer System 2 (TARGET) and (ii) Clearstream are operating and settle payments.
- (d) References in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes (as defined in § 5(a)); the Put Early Redemption Amount (as defined in § 5(b)); and any premium and any other amounts which may be payable under or in respect of the Notes. References 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.

einschließen.

- (e) Die Emittentin ist berechtigt, alle auf die Schuldverschreibungen zahlbaren Beträge, auf die Anleihegläubiger keinen Anspruch erhoben haben, bei dem Amtsgericht Frankfurt am Main zu hinterlegen. Soweit die Emittentin auf das Recht zur Rücknahme der hinterlegten Beträge verzichtet, erlöschen die betreffenden Ansprüche der Anleihegläubiger gegen die Emittentin.

§ 7 Steuern

- (a) Sämtliche in Bezug auf die Schuldverschreibungen zu zahlenden Beträge werden ohne Abzug oder Einbehalt von oder wegen gegenwärtiger oder zukünftiger Steuern oder sonstiger Abgaben jedweder Art gezahlt, die durch oder für die Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer dort zur Steuererhebung ermächtigten Gebietskörperschaft oder Behörde durch Abzug oder Einbehalt an der Quelle auferlegt oder erhoben werden, es sei denn, ein solcher Abzug oder Einbehalt ist gesetzlich vorgeschrieben.

In diesem Fall wird die Emittentin diejenigen zusätzlichen Beträge (die „**Zusätzlichen Beträge**“) zahlen, die erforderlich sind, um sicherzustellen, dass der nach einem solchen Abzug oder Einbehalt verbleibende Nettobetrag denjenigen Beträgen entspricht, die ohne solchen Abzug oder Einbehalt zu zahlen gewesen wären.

- (b) Zusätzliche Beträge gemäß § 7(a) sind nicht zahlbar wegen Steuern oder Abgaben, die:
 - (i) von einer als Depotbank oder Inkassobeauftragter des Anleihegläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
 - (ii) durch den Anleihegläubiger wegen einer anderen gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung zur Bundesrepublik Deutschland zu zahlen sind als der bloßen Tatsache, dass Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder

- (e) The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main any amounts payable on the Notes not claimed by Noteholders. To the extent that the Issuer waives its right to withdraw such deposited amounts, the relevant claims of the Noteholders against the Issuer shall cease.

§ 7 Taxes

- (a) All amounts payable under the Notes will be paid without deduction or withholding for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of deduction or withholding at source by or on behalf of the Federal Republic of Germany or by or on behalf of any political subdivision or authority thereof or therein having power to tax, unless such deduction or withholding is required by law.

In such event the Issuer will pay such additional amounts (the “**Additional Amounts**”) as may be necessary in order that the net amounts after such deduction or withholding will equal the amounts that would have been payable if no such deduction or withholding had been made.

- (b) No Additional Amounts will be payable pursuant to § 7(a) with respect to taxes or duties which:
 - (i) 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 from payments of principal or interest made by it; or
 - (ii) are payable by reason of the Noteholder having, or having had, another personal or business connection with the Federal Republic of Germany than the mere 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 Federal Republic of Germany;

dort besichert sind;

- (iii) aufgrund (A) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (B) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (C) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abziehen oder einzubehalten sind; oder
- (iv) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 14 wirksam wird;

Die gegenwärtig in der Bundesrepublik Deutschland erhobene Kapitalertragsteuer und der darauf jeweils anfallende Solidaritätszuschlag sind keine Steuer oder sonstige Abgabe im oben genannten Sinn, für die zusätzliche Beträge seitens der Emittentin zu zahlen wären.

§ 8 Kündigungsrecht der Anleihegläubiger

- (a) Jeder Anleihegläubiger ist berechtigt, seine Schuldverschreibungen zur Rückzahlung fällig zu stellen und deren sofortige Tilgung zum Vorzeitigen Rückzahlungsbetrag zuzüglich aufgelaufener Zinsen zu verlangen, falls
 - (i) die Emittentin Kapital oder Zinsen nicht innerhalb von 7 Tagen nach dem betreffenden Fälligkeitstag zahlt;
 - (ii) die Emittentin irgendeine andere Verpflichtung aus den Schuldverschreibungen nicht ordnungsgemäß erfüllt und die Unterlassung, sofern sie nicht heilbar ist, länger als 30 Tage fort dauert; nachdem die Emittentin hierüber eine Benachrichtigung von einem Anleihegläubiger erhalten hat;
 - (iii) die Emittentin oder eine wesentliche Tochtergesellschaft schriftlich erklärt, dass sie ihre Schulden bei Fälligkeit nicht zahlen kann (*Zahlungseinstellung*);
 - (iv) die Emittentin oder eine Wesentliche

- (iii) are deducted or withheld pursuant to (A) any European Union Directive or Regulation concerning the taxation of interest income, or (B) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party, or (C) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding; or
- (iv) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or, if this occurs later, after all due amounts have been duly provided for and a notice to that effect has been published in accordance with § 14;

The withholding tax (*Kapitalertragsteuer*) currently levied in the Federal Republic of Germany and the solidarity surcharge (*Solidaritätszuschlag*) imposed thereon do not constitute a tax or duty as described above in respect of which additional Amounts would be payable by the Issuer.

§ 8 Events of Default

- (a) Each Noteholder will be entitled to declare his Notes due and demand immediate redemption of his Notes at the Early Redemption Amount plus accrued interest, if
 - (i) the Issuer fails to provide principal or interest within 7 days from the relevant due date;
 - (ii) the Issuer fails to duly perform any other obligation arising from the Notes and such default, except where such default is incapable of remedy, continues unremedied for more than 30 days after the Issuer has received notice thereof from a Noteholder;
 - (iii) the Issuer or a Material Subsidiary states in writing that it is unable to pay its debts as they become due (*Cessation of payment*);
 - (iv) the Issuer or a Material Subsidiary (as de-

Tochtergesellschaft (wie nachstehend definiert) eine Zahlungsverpflichtung in Höhe von insgesamt mehr als EUR 5.000.000 (in Worten: Euro fünf Millionen) aus einer Finanzverbindlichkeit (wie nachstehend definiert) oder aufgrund einer Bürgschaft oder Garantie, die für solche Verbindlichkeiten Dritter gegeben wurde, bei (ggf. vorzeitiger) Fälligkeit und nach Ablauf einer Frist von 30 Tagen nach Inanspruchnahme nicht erfüllt (*Drittverzug*);

- (v) (A) ein Insolvenzverfahren über das Vermögen der Emittentin oder einer Wesentlichen Tochtergesellschaft (wie nachstehend definiert) eröffnet wird, oder (B) die Emittentin oder eine wesentliche Tochtergesellschaft ein solches Verfahren einleitet oder beantragt, oder (C) ein Dritter ein Insolvenzverfahren gegen die Emittentin oder eine Wesentliche Tochtergesellschaft beantragt und ein solches Verfahren nicht innerhalb einer Frist von 30 Tagen aufgehoben oder ausgesetzt worden ist, es sei denn es wird mangels Masse abgewiesen oder eingestellt;
- (vi) die Emittentin ihre Geschäftstätigkeit ganz einstellt oder ihr gesamtes oder wesentliche Teile ihres Vermögens an Dritte (außer der Emittentin oder eine ihrer jeweiligen Tochtergesellschaften) abgibt und dadurch der Wert des Vermögens der Emittentin (auf Konzernebene) wesentlich vermindert wird. Eine solche wesentliche Wertminderung wird im Falle einer Veräußerung von Vermögen angenommen, wenn der Wert der veräußerten Vermögensgegenstände 50 % der konsolidierten Bilanzsumme der Emittentin übersteigt;
- (vii) die Emittentin oder eine Wesentliche Tochtergesellschaft (wie nachstehend definiert) in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung und die andere oder neue Gesellschaft übernimmt im Wesentlichen alle Aktiva und Passiva der Emittentin oder der wesentlichen Tochtergesellschaft, einschließlich aller Verpflichtungen, die die Emittentin

finied below) fails to fulfil any payment obligation in excess of a total amount of EUR 5,000,000 (in words: five million Euros) under any Financial Indebtedness (as defined below), or under any guaranty or suretyship for any such indebtedness of a third party, when due (including in case of any acceleration) and within 30 days after being invoked (*Cross Default*).

- (v) (A) the Issuer's or a Material Subsidiary's (as defined below) assets have been subjected to an insolvency proceeding, or (B) the Issuer or a Material Subsidiary applies for or institutes such proceedings or (C) a third party applies for insolvency proceedings against the Issuer or a Material Subsidiary and such proceedings are not discharged or stayed within 30 days, unless such proceeding is dismissed due to insufficient assets.
- (vi) the Issuer ceases its business operations in whole or sells or transfers its assets in whole or a material part thereof to a third party (except for the Issuer and any of its subsidiaries) and this causes a substantial reduction of the value of the assets of the Issuer (on a consolidated basis). In the event of a sale of assets such a substantial reduction shall be assumed if the value of the assets sold exceeds 50% of the consolidated total assets and liabilities of the Issuer;
- (vii) the Issuer or a Material Subsidiary (wie nachstehend definiert) is wound up, unless this is effected in connection with a merger or another form of amalgamation with another company or in connection with a restructuring, and the other or the new company effectively assumes substantially all of the assets and liabilities of the Issuer or the Material Subsidiary, including all obligations of the Issuer arising in connection with the Notes;

im Zusammenhang mit den Schuldverschreibungen.

„**Wesentliche Tochtergesellschaft**“ bezeichnet eine Tochtergesellschaft der Emittentin, (i) deren Umsatzerlöse 10 % der konsolidierten Umsatzerlöse der Emittentin übersteigen oder (ii) deren Bilanzsumme 10 % der konsolidierten Bilanzsumme der Emittentin übersteigt, wobei die Schwelle jeweils anhand der Daten in dem jeweils letzten geprüften oder, im Fall von Halbjahreskonzernabschlüssen, ungeprüften Konzernabschluss der Emittentin nach IFRS und in dem jeweils letzten geprüften (soweit verfügbar) oder (soweit nicht verfügbar) ungeprüften nicht konsolidierten Abschluss der betreffenden Tochtergesellschaft zu ermitteln ist.

„**Finanzverbindlichkeit**“ bezeichnet (i) Verpflichtungen aus der Aufnahme von Darlehen, (ii) Verpflichtungen unter Schuldverschreibungen, Schuldscheinen oder ähnlichen Schuldtiteln, (iii) die Hauptverpflichtung aus Akzept-, Wechseldiskont- und ähnlichen Krediten und (iv) Verpflichtungen unter Finanzierungsleasing und Sale und Leaseback Vereinbarungen sowie Factoring Vereinbarungen.

- (b) Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.
- (c) Eine Benachrichtigung oder Kündigung gemäß § 8(a) ist durch den Anleihegläubiger schriftlich in deutscher oder englischer Sprache gegenüber der Emittentin zu erklären und zusammen mit dem Nachweis in Form einer Bescheinigung der Depotbank gemäß § 15(d) oder in einer anderen geeigneten Weise, dass der Benachrichtigende zum Zeitpunkt der Benachrichtigung Anleihegläubiger ist, persönlich oder durch eingeschriebenen Brief an die Emittentin zu übermitteln. Eine Benachrichtigung oder Kündigung wird jeweils mit Zugang bei der Emittentin wirksam.

§ 9 Beschränkung hinsichtlich bestimmter Zahlungen

Die Emittentin verpflichtet sich, weder selbst noch über eine Tochtergesellschaft eine Dividendenzahlung oder sonstige Ausschüttungen an einen direkten oder indirekten Gesellschafter vorzunehmen, die 50 % des im konsolidierten und geprüften Jahresabschluss der Emittentin festgestellten Gewinns überstei-

„**Material Subsidiary**“ means a Subsidiary of the Issuer (i) whose revenues exceed 10% of the consolidated revenues of the Issuer or (ii) whose total assets and liabilities exceed 10% of the consolidated total assets and liabilities of the Issuer, where each threshold shall be calculated on the basis of the last audited or, in case of half yearly accounts, unaudited consolidated financial statements of the Issuer in accordance with the International Financial Reporting Standards (IFRS) and in the last audited (if available) or (if unavailable) unaudited unconsolidated financial statements of the Subsidiary.

„**Financial Indebtedness**“ shall mean (i) indebtedness for borrowed money, (ii) obligations evidenced by bonds, debentures, notes or other similar instruments, (iii) the principal component of obligations in respect of letters of credit, bankers' acceptances and similar instruments, and (iv) capitalized lease obligations and attributable indebtedness related to sale/leaseback transactions and factoring agreements.

- (b) The right to declare the Notes due and demand immediate redemption shall cease if the reason for the termination has been rectified before the exercise of the termination right.
- (c) A notification or termination pursuant to § 8(a) has to be effected by the Noteholder in writing in the German or English language *vis-a-vis* the Issuer together with a special confirmation of the Depository Bank in accordance with § 15(d) hereof or in any other adequate manner evidencing that the notifying person is a Noteholder as per the notification, to be delivered personally or by registered mail to the Issuer. A notification or termination will become effective upon receipt thereof by the Issuer.

§ 9 Limitation on Certain Payments

The issuer undertakes, neither directly nor through any of its subsidiaries, to pay out any dividend or to make any other distribution to a direct or indirect shareholder, which exceeds 50 % of the result after taxation determined by the consolidated and audited Annual Report of the Issuer of the respective year, save for any le-

gen. Hiervon ausgenommen sind gesetzliche und gesellschaftsvertragliche Zahlungsansprüche.

§ 10 Vorlegungsfrist, Verjährung

Die Vorlegungsfrist gemäß § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch (BGB) für die Schuldverschreibungen beträgt, abweichend von der gesetzlichen Regelung, zehn Jahre. Die Verjährungsfrist für Ansprüche aus den Schuldverschreibungen, die innerhalb der Vorlegungsfrist zur Zahlung vorgelegt wurden, beträgt zwei Jahre von dem Ende der betreffenden Vorlegungsfrist an.

§ 11 Zahlstelle

- (a) Die Bankhaus Neelmeyer Aktiengesellschaft, eingetragen im Handelsregister des Amtsgerichts Bremen unter der Nummer HRB 4425 und der Geschäftsanschrift: Am Markt 14-16, 28195 Bremen, (die „**Zahlstelle**“) ist Hauptzahlstelle. Die Zahlstelle in ihrer Eigenschaft als Hauptzahlstelle und jede an ihre Stelle tretende Hauptzahlstelle werden in diesen Anleihebedingungen auch als „**Hauptzahlstelle**“ bezeichnet. Die Hauptzahlstelle behält sich das Recht vor, jederzeit ihre bezeichneten Geschäftsstellen durch eine andere Geschäftsstelle in derselben Stadt zu ersetzen.
- (b) Die Emittentin wird dafür Sorge tragen, dass stets eine Hauptzahlstelle vorhanden ist. Die Emittentin ist berechtigt, andere Banken von internationalem Standing als Hauptzahlstelle zu bestellen. Die Emittentin ist weiterhin berechtigt, die Bestellung einer Bank zur Hauptzahlstelle zu widerrufen. Im Falle einer solchen Abberufung oder falls die bestellte Bank nicht mehr als Hauptzahlstelle tätig werden kann oder will, bestellt die Emittentin eine andere Bank von internationalem Standing als Hauptzahlstelle. Eine solche Bestellung oder ein solcher Widerruf der Bestellung ist gemäß § 14 oder, falls dies nicht möglich sein sollte, durch eine öffentliche Bekanntmachung in sonstiger Weise bekannt zu machen.
- (d) Die Hauptzahlstelle ist in dieser Funktion ausschließlich Beauftragte der Emittentin. Zwischen der Hauptzahlstelle und den Anleihegläubigern besteht kein Auftrags- oder Treuhandverhältnis.
- (e) Die Hauptzahlstelle ist von den Beschränkungen des § 181 BGB und etwaigen gleicharti-

gally or contractually binding payments.

§ 10 Presentation Period, Prescription

Waiving the statutory provisions, the period for presentation of the Notes (§ 801 paragraph 1 sentence 1 German Civil Code (*BGB*)) will be ten years. The period of limitation for claims under the Notes presented during the period for presentation will be two years calculated from the expiration of the relevant presentation period.

§ 11 Paying Agent

- (a) Bankhaus Neelmeyer Aktiengesellschaft, registered in the commercial register kept with the local court (*Amtsgericht*) Bremen, registration number HRB 4425 with business address at Am Markt 14-16, 28195 Bremen, (the “**Paying Agent**”) will be the Paying Agent. The Principal Agent in its capacity as Principal Paying Agent and any successor Principal Paying Agent are also referred to in these Terms and Conditions as “**Principal Paying Agent**”. The Principal Paying Agent reserves the right at any time to change its specified offices to some other office in the same city.
- (b) The Issuer will procure that there will at all times be a Principal Paying Agent. The Issuer is entitled to appoint banks of international standing as Principal Paying Agent. Furthermore, the Issuer is entitled to terminate the appointment of the Principal Paying Agent. In the event of such termination or such bank being unable or unwilling to continue to act as Principal Paying, the Issuer will appoint another bank of international standing as Principal Paying Agent. Such appointment or termination will be published without undue delay in accordance with § 14, or, should this not be possible, be published in another way.
- (d) The Principal Paying Agent acting in such capacity, act only as agents of the Issuer. There is no agency or fiduciary relationship between the Paying Agent and the Noteholders.
- (e) The Principal Paying Agent is hereby granted exemption from the restrictions of § 181 German

gen Beschränkungen des anwendbaren Rechts anderer Länder befreit.

Civil Code and any similar restrictions of the applicable laws of any other country.

§ 12 Begebung weiterer Schuldverschreibungen

Die Emittentin behält sich vor, jederzeit ohne Zustimmung der Anleihegläubiger weitere Schuldverschreibungen mit im wesentlichen gleicher Ausstattung wie die Schuldverschreibungen (gegebenenfalls mit Ausnahme des Begebungstages, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit den Schuldverschreibungen zu einer einheitlichen Serie von Schuldverschreibungen konsolidiert werden können und ihren Gesamtnennbetrag erhöhen. Der Begriff „**Schuldverschreibung**“ umfasst im Falle einer solchen Konsolidierung auch solche zusätzlich begebenen Schuldverschreibungen. Die Begebung weiterer Schuldverschreibungen, die mit den Schuldverschreibungen keine Einheit bilden und die über andere Ausstattungsmerkmale verfügen, sowie die Begebung von anderen Schuldtiteln bleiben der Emittentin unbenommen.

§ 13 Änderung der Anleihebedingungen durch Beschluss der Anleihegläubiger; gemeinsamer Vertreter

- (a) **Änderung der Anleihebedingungen.** Die Anleihebedingungen können durch die Emittentin mit Zustimmung der Anleihegläubiger aufgrund Mehrheitsbeschlusses nach Maßgabe der §§ 5 ff. des Gesetzes über Schuldverschreibungen aus Gesamtemissionen („**SchVG**“) in seiner jeweiligen gültigen Fassung geändert werden. Die Anleihegläubiger können insbesondere einer Änderung wesentlicher Inhalte der Anleihebedingungen, einschließlich der in § 5 Absatz 3 SchVG vorgesehenen Maßnahmen, mit den in dem nachstehenden § 13(b) genannten Mehrheiten zustimmen. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Anleihegläubiger 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.
- (b) **Qualifizierte Mehrheit.** Vorbehaltlich des nachstehenden Satzes und der Erreichung der erforderlichen Beschlussfähigkeit, beschließen die Anleihegläubiger mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen, insbesondere in den Fällen des § 5

§ 12 Further Issues

The Issuer reserves the right to issue from time to time, without the consent of the Noteholders, additional notes with substantially identical terms as the Notes (as the case may be, except for the issue date, interest commencement date and/or issue price), in a manner that the same can be consolidated to form a single Series of Notes and increase the aggregate principal amount of the Notes. The term "**Note**" will, in the event of such consolidation, also comprise such additionally issued Notes. The Issuer shall, however, not be limited in issuing additional notes, which are not consolidated with the Notes and which provide for different terms, as well as in issuing any other debt securities.

§ 13 Amendments to the Terms and Conditions by resolution of the Noteholders; Joint Representative

- (a) **Amendments to the Terms and Conditions.** The Issuer may amend the Terms and Conditions with consent by a majority resolution of the Noteholders pursuant to § 5 et seq. of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* – "**SchVG**"), as amended from time to time. In particular, the Noteholders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under § 5(3) of the SchVG, by resolutions passed by such majority of the votes of the Noteholders as stated under § 13(b) below. A duly passed majority resolution shall be binding upon all Noteholders. Resolutions which do not provide for identical conditions for all Noteholders are void, unless Noteholders who are disadvantaged have expressly consented to their being treated disadvantageously.
- (b) **Qualified Majority.** Except as provided by the following sentence and provided that the quorum requirements are being met, the Noteholders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Terms and Conditions, in particular in the cases of § 5(3) numbers 1 through 9 of the

Absatz 3 Nummern 1 bis 9 SchVG, geändert wird, bedürfen zu ihrer Wirksamkeit einer Mehrheit von mindestens 75 % der an der Abstimmung teilnehmenden Stimmrechte (eine „**qualifizierte Mehrheit**“).

(c) **Beschlussfassung.** Beschlüsse der Anleihegläubiger werden entweder in einer Gläubigerversammlung nach § 13(c)(i) oder im Wege der Abstimmung ohne Versammlung nach § 13(c)(ii) getroffen.

(i) Beschlüsse der Anleihegläubiger im Rahmen einer Gläubigerversammlung werden nach §§ 9 ff. SchVG getroffen. Anleihegläubiger, deren Schuldverschreibungen zusammen 5 % des jeweils ausstehenden Gesamtnennbetrags der Schuldverschreibungen erreichen, können schriftlich die Durchführung einer Gläubigerversammlung nach Maßgabe von § 9 SchVG verlangen. Die Einberufung der Gläubigerversammlung regelt die weiteren Einzelheiten der Beschlussfassung und der Abstimmung. Mit der Einberufung der Gläubigerversammlung werden in der Tagesordnung die Beschlussgegenstände sowie die Vorschläge zur Beschlussfassung den Anleihegläubigern bekannt gegeben. Für die Teilnahme an der Gläubigerversammlung oder die Ausübung der Stimmrechte ist eine Anmeldung der Anleihegläubiger vor der Versammlung erforderlich. Die Anmeldung muss unter der in der Einberufung mitgeteilten Adresse spätestens am dritten Kalendertag vor der Gläubigerversammlung zugehen.

(ii) Beschlüsse der Anleihegläubiger im Wege der Abstimmung ohne Versammlung werden nach § 18 SchVG getroffen. Anleihegläubiger, deren Schuldverschreibungen zusammen 5 % des jeweils ausstehenden Gesamtnennbetrags der Schuldverschreibungen erreichen, können schriftlich die Durchführung einer Abstimmung ohne Versammlung nach Maßgabe von § 9 i.V.m. § 18 SchVG verlangen. Die Aufforderung zur Stimmabgabe durch den Abstimmungsleiter regelt die weiteren Einzelheiten der Beschlussfassung und der Abstimmung. Mit der Aufforderung zur Stimmabgabe werden die Beschlussgegenstände sowie die Vorschläge zur Beschlussfassung den Anleihegläubigern bekannt gegeben.

(d) **Stimmrecht.** An Abstimmungen der Anleihegläubiger nimmt jeder Gläubiger nach

SchVG, may only be passed by a majority of at least 75% of the voting rights participating in the vote (a “**Qualified Majority**”).

(c) **Passing of Resolutions.** Resolutions of the Noteholders shall be made either in a Noteholder's meeting in accordance with § 13(c)(i) or by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance § 13(c)(ii).

(i) Resolutions of the Noteholders in a Noteholder's meeting shall be made in accordance with § 9 et seq. of the SchVG. Noteholders holding Notes in the total amount of 5% of the outstanding principal amount of the Notes may request, in writing, to convene a Noteholders' meeting pursuant to § 9 of the SchVG. The convening notice of a Noteholders' meeting will provide the further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions will be notified to Noteholders in the agenda of the meeting. The attendance at the Noteholders' meeting or the exercise of voting rights requires a registration of the Noteholders prior to the meeting. Any such registration must be received at the address stated in the convening notice by no later than the third calendar day preceding the Noteholders' meeting.

(ii) Resolutions of the Noteholders by means of a voting not requiring a physical meeting (*Abstimmung ohne Versammlung*) shall be made in accordance § 18 of the SchVG. Noteholders holding Notes in the total amount of 5% of the outstanding principal amount of the Notes may request, in writing, the holding of a vote without a meeting pursuant to § 9 in connection with § 18 of the SchVG. The request for voting as submitted by the chairman (*Abstimmungsleiter*) will provide the 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 Noteholders together with the request for voting.

(d) **Voting Right.** Each Noteholder participating in any vote shall cast votes in accordance with the

Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil. Das Stimmrecht ruht, solange die Anteile der Emittentin oder einem mit ihr verbundenen Unternehmen (§ 271 Absatz 2 Handelsgesetzbuch) zustehen oder für Rechnung der Emittentin oder eines mit ihr verbundenen Unternehmens gehalten werden. Die Emittentin darf Schuldverschreibungen, deren Stimmrechte ruhen, einem anderen nicht zu dem Zweck überlassen, die Stimmrechte an ihrer Stelle auszuüben; dies gilt auch für ein mit der Emittentin verbundenes Unternehmen. Niemand darf das Stimmrecht zu dem in Satz 3 erster Halbsatz bezeichneten Zweck ausüben.

- (e) **Nachweise.** Anleihegläubiger haben die Berechtigung zur Teilnahme an der Abstimmung zum Zeitpunkt der Stimmabgabe durch besonderen Nachweis der Depotbank gemäß § 15(d) und die Vorlage eines Sperrvermerks der Depotbank zugunsten der von der Emittentin mit der Tagesordnung für die Abstimmung benannten Hinterlegungsstelle, die nicht die Zahlstelle sein wird, für den Abstimmungszeitraum nachzuweisen.
- (f) **Gemeinsamer Vertreter.** Die Anleihegläubiger können durch Mehrheitsbeschluss zur Wahrung ihrer Rechte nach Maßgabe des SchVG einen gemeinsamen Vertreter für alle Gläubiger (der „gemeinsame Vertreter“) bestellen.
 - (i) 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. Die Bestellung eines gemeinsamen Vertreters bedarf einer qualifizierten Mehrheit, wenn er ermächtigt wird, wesentlichen Änderungen der Anleihebedingungen gemäß § 13(b) zuzustimmen
 - (ii) Der gemeinsame Vertreter kann von den Anleihegläubigern jederzeit ohne Angabe von Gründen abberufen werden. Der

nominal amount or the notional share of its entitlement to the outstanding Notes. As long as the entitlement to the Notes lies with, or the Notes are held for the account of, the Issuer or any of its affiliates (§ 271(2) of the German Commercial Code (*Handelsgesetzbuch*)), the right to vote in respect of such Notes shall be suspended. The Issuer may not transfer Notes, of which the voting rights are so suspended, to another person for the purpose of exercising such voting rights in the place of the Issuer; this shall also apply to any affiliate of the Issuer. No person shall be permitted to exercise such voting right for the purpose stipulated in sentence 3, first half sentence, herein above.

- (e) **Proof of Eligibility.** Noteholders must demonstrate their eligibility to participate in the vote at the time of voting by means of a special confirmation of the Depository Bank in accordance with § 15(d) hereof and by submission of a blocking instruction by the Depository Bank for the benefit of the depository (*Hinterlegungsstelle*), as specified by the Issuer together with agenda for the vote and being different from the Paying Agent, for the voting period.
- (f) **Joint Representative.** The Noteholders may by majority resolution appoint a common representative (the “**Common Representative**”) in accordance with the SchVG to exercise the Noteholders' rights on behalf of all Noteholders.
 - (i) The Common Representative shall have the duties and powers provided by law or granted by majority resolution of the Noteholders. The Common Representative shall comply with the instructions of the Noteholders. To the extent that the Common Representative has been authorized to assert certain rights of the Noteholders, the Noteholders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Common Representative shall provide reports to the Noteholders on its activities. The appointment of a Common Representative may only be passed by a Qualified Majority if such Common Representative is to be authorised to consent to a material change in the substance of the Terms and Conditions as set out in § 13(b) hereof.
 - (ii) The Common Representative may be removed from office at any time by the Noteholders without specifying any rea-

gemeinsame Vertreter kann von der Emittentin verlangen, alle Auskünfte zu erteilen, die zur Erfüllung der ihm übertragenen Aufgaben erforderlich sind. Die durch die Bestellung eines gemeinsamen Vertreters entstehenden Kosten und Aufwendungen, einschließlich einer angemessenen Vergütung des gemeinsamen Vertreters, trägt die Emittentin.

- (iii) Der gemeinsame Vertreter haftet den Anleihegläubigern als Gesamtgläubiger für die ordnungsgemäße Erfüllung seiner Aufgaben; bei seiner Tätigkeit hat er die Sorgfalt eines ordentlichen und gewissenhaften Geschäftsleiters anzuwenden. Die Haftung des gemeinsamen Vertreters kann durch Beschluss der Gläubiger beschränkt werden. Über die Geltendmachung von Ersatzansprüchen der Anleihegläubiger gegen den gemeinsamen Vertreter entscheiden die Anleihegläubiger.

- (g) **Bekanntmachungen:** Bekanntmachungen betreffend diesen § 13 erfolgen gemäß den §§ 5 ff. SchVG sowie nach § 14.

§ 14 Bekanntmachungen

- (a) Die Schuldverschreibungen betreffende Bekanntmachungen werden im Bundesanzeiger und auf der Webseite der Emittentin unter www.metalcorpgroup.com im Bereich „Anleihe“ veröffentlicht. Eine Mitteilung gilt mit dem Tag ihrer Veröffentlichung (oder bei mehreren Mitteilungen mit dem Tage der ersten Veröffentlichung) als erfolgt.
- (b) Sofern die Regularien der Börse, an der die Schuldverschreibungen notiert sind, dies zulassen, ist die Emittentin berechtigt, Bekanntmachungen auch durch eine Mitteilung an Clearstream zur Weiterleitung an die Anleihegläubiger oder durch eine schriftliche Mitteilung direkt an die Anleihegläubiger zu bewirken. Bekanntmachungen über Clearstream gelten sieben Tage nach der Mitteilung an Clearstream, direkte Mitteilungen an die Anleihegläubiger mit ihrem Zugang als bewirkt.

§ 15 Schlussbestimmungen

- (a) Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Anleihegläubiger, der Emittentin, und der Hauptzahlstelle bestimmen sich in jeder Hinsicht nach dem Recht der Bundesrepublik Deutschland.

sons. The Common Representative may demand from the Issuer to furnish all information required for the performance of the duties entrusted to it. The Issuer shall bear the costs and expenses arising from the appointment of a Common Representative, including reasonable remuneration of the Common Representative

- (iii) The Common Representative shall be liable for the performance of its duties towards the Noteholders who shall be joint and several creditors (*Gesamtgläubiger*); in the performance of its duties it shall act with the diligence and care of a prudent business manager. The liability of the Common Representative may be limited by a resolution passed by the Noteholders. The Noteholders shall decide upon the assertion of claims for compensation of the Noteholders against the Common Representative.

- (g) Notices: Any notices concerning this § 13 shall be made in accordance with § 5 et seq. of the SchVG and § 14.

§ 14 Notices

- (a) Notices relating to the Notes will be published in in the Federal Gazette (*Bundesanzeiger*) and on the Issuer's website www.metalcorpgroup.com under the heading “Bond”. A notice will be deemed to be made on the day of its publication (or in the case of more than one publication on the day of the first publication).
- (b) The Issuer shall also be entitled to make notifications to Clearstream for communication by Clearstream to the Noteholders or directly to the Noteholders provided this complies with the rules of the stock exchange on which the Notes are listed. Notifications *vis à vis* Clearstream will be deemed to be effected seven days after the notification to Clearstream, direct notifications of the Noteholders will be deemed to be effected upon their receipt.

§ 15 Final Provisions

- (a) The form and content of the Notes and the rights and duties of the Noteholders, the Issuer and the Principal Paying Agent shall in all respects be governed by the laws of the Federal Republic of Germany.

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| <p>(b) Erfüllungsort ist Amsterdam.</p> | <p>(b) Place of performance is Amsterdam.</p> |
| <p>(c) Gerichtsstand ist Frankfurt am Main.
Für Entscheidungen gemäß § 9 Absatz 2, § 13 Absatz 3 und § 18 Absatz 2 SchVG in Verbindung mit § 9 Abs. 3 SchVG ist das Amtsgericht Frankfurt am Main zuständig. Für Entscheidungen über die Anfechtung von Beschlüssen der Anleihegläubiger ist gemäß § 20 Absatz 3 SchVG das Landgericht Frankfurt am Main ausschließlich zuständig.</p> | <p>(c) Place of jurisdiction shall be Frankfurt am Main.
The local court (<i>Amtsgericht</i>) Frankfurt am Main will have jurisdiction for all judgments pursuant to § 9(2), § 13(3) and § 18(2) SchVG in accordance with § 9(3) SchVG. The regional court (<i>Landgericht</i>) Frankfurt /Main will have exclusive jurisdiction for all judgments over contested resolutions by Noteholders in accordance with § 20(3) SchVG.</p> |
| <p>(d) Jeder Anleihegläubiger kann in Rechtsstreitigkeiten gegen die Emittentin oder in Rechtsstreitigkeiten, an denen der Anleihegläubiger und die Emittentin beteiligt sind, im eigenen Namen seine Rechte aus den von ihm gehaltenen Schuldverschreibungen geltend machen unter Vorlage einer Bescheinigung seiner Depotbank, die (i) den vollen Namen und die volle Anschrift des Anleihegläubigers enthält, (ii) den Gesamtnennbetrag der Schuldverschreibungen angibt, die am Tag der Ausstellung dieser Bescheinigung dem bei dieser Depotbank bestehenden Depot des Anleihegläubigers gutgeschrieben sind. Im Sinne der vorstehenden Bestimmungen ist „Depotbank“ ein Bank- oder sonstiges Finanzinstitut (einschließlich Clearstream, Clearstream Luxemburg und Euroclear), das eine Genehmigung für das Wertpapier-Depotgeschäft hat und bei dem der Anleihegläubiger Schuldverschreibungen im Depot verwahren lässt.</p> | <p>(d) Any Noteholder may in any proceedings against the Issuer or to which the Noteholder and the Issuer are parties protect and enforce in its own name its rights arising under its Notes by submitting the following documents: a certificate issued by its Depository Bank (i) stating the full name and address of the Noteholder, (ii) specifying an aggregate principal amount of Notes credited on the date of such statement to such Noteholders' securities deposit account maintained with such Depository Bank. For purposes of the foregoing, “Depository Bank” means any bank or other financial institution authorized to engage in securities deposit business with which the Noteholder maintains a securities deposit account in respect of any Notes, and includes Clearstream, Clearstream Luxembourg and Euroclear.</p> |
| <p>(e) Für die Kraftloserklärung abhanden gekommener oder vernichteter Schuldverschreibungen sind ausschließlich die Gerichte der Bundesrepublik Deutschland zuständig.</p> | <p>(e) The courts of the Federal Republic of Germany shall have exclusive jurisdiction over the annulment of lost or destroyed Notes.</p> |
| <p>(f) Die deutsche Fassung dieser Anleihebedingungen ist rechtsverbindlich.</p> | <p>(f) The German version of these Terms and Conditions shall be binding.</p> |

11 OVERVIEW OF RULES REGARDING RESOLUTIONS OF NOTEHOLDERS

Pursuant to the Terms and Conditions of the Notes, the Noteholders of each of the Notes may agree to amend the Terms and Conditions of the Notes or decide on other matters relating to the Notes with binding effect on all Holders of the Notes by way of resolution to be passed by taking votes without a meeting. Any such resolution duly adopted by resolution of the Noteholders shall be binding on each Holder of the Notes, irrespective of whether such Noteholder took part in the vote and whether such Noteholder voted in favour or against such resolution.

The following is a brief overview of some of the statutory rules regarding the solicitation and conduct of the voting, the passing and publication of resolutions as well as their implementation and challenge before German courts.

11.1 Specific Rules regarding Votes without Meeting

The voting shall be conducted by the voting administrator (the “**Chairperson**”). The Chairperson shall be (i) a notary public appointed by the Issuer, (ii) where a common representative of the Noteholders (the “**Noteholders’ Representative**”) has been appointed, the Noteholders’ Representative if the vote was solicited by the Noteholders’ Representative, or (iii) a person appointed by the competent court. The notice soliciting the Noteholders’ votes shall set out the period within which votes may be cast. Such period shall be at least 72 hours. During such voting period, the Noteholders may cast their votes to the Chairperson. The notice shall also set out in detail the conditions to be met for the votes to be valid. The Chairperson shall ascertain each Noteholder’s entitlement to cast a vote based on evidence provided by such Noteholder and shall prepare a list of the Holders entitled to vote. If it is established that no quorum exists, the Chairperson may convene a meeting of the Noteholders. Within one year following the end of the voting period, each Noteholder participating in the vote may request a copy of the minutes of such vote and any annexes thereto from the Issuer. Each Noteholder participating in the vote may object in writing to the result of the vote within two weeks following the publication of the resolutions passed. The objection shall be decided upon by the Chairperson. If the Chairperson remedies the objection, the Chairperson shall promptly publish the result. If the Chairperson does not remedy the objection, the Chairperson shall promptly inform the objecting Noteholder in writing. The Issuer shall bear the costs of the vote and, if the court has convened a meeting or appointed or removed the Chairperson, also the costs of such proceedings.

11.2 Rules regarding Noteholders’ Meetings applicable to Votes without Meeting

In addition, the statutory rules applicable to the convening and conduct of Noteholders’ meetings will apply *mutatis mutandis* to any vote without a meeting. The following summarizes some of such rules. Meetings of Noteholders may be convened by the Issuer or the Noteholders’ Representative, if any. Meetings of Noteholders must be convened if one or more Noteholders holding 5% or more of the outstanding notes so require for specified reasons permitted by statute. Meetings shall be convened at least 14 days prior to the date of the meeting. Attendance and exercise of voting rights at the meeting may be made subject to prior registration of Noteholders. The convening notice will specify the evidence required for attendance and voting at the meeting. The venue of the Noteholders’ meeting in respect of a German issuer is the place of the issuer’s registered office, provided, however, that where the relevant notes are listed on a stock exchange within the European Union or the European Economic Area, the meeting may be held at the place of such stock exchange. The convening notice shall be made publicly available together with the agenda of the meeting setting out the proposals for resolution. Each Noteholder may be represented by proxy.

The quorum for any Noteholders’ meeting will be one or more persons representing by value at least 50% of the outstanding notes. If it is established that no quorum exists, a second meeting may be convened at which no quorum will be required, provided that where a resolution may only be adopted by a qualified majority, the quorum will be one or more persons representing at least 25% of the outstanding notes. All resolutions passed by the Noteholders must be properly published. Resolutions which amend or supplement the terms and conditions of notes certificated by one or more global notes are to be implemented by supplementing or amending the relevant global note(s). In insolvency proceedings instituted in Germany against the Issuer, the Noteholders’ Representative, if appointed, is obliged and exclusively entitled to assert the Noteholders’ rights under the notes. Any resolutions passed by the Noteholders are subject to the provisions of the German Insolvency Code (*Insolvenzordnung*). If a resolution constitutes a breach of the statute or the terms and conditions of the notes, Noteholders may bring an action to challenge such resolution. Such action must be filed with the competent court within one month following the publication of the relevant resolution.

12 OFFER; SUBSCRIPTION AND SALE OF THE NOTES

12.1 The Offer

The Issuer offers a total of up to EUR 50,000,000.00 (the “**Aggregate Principal Amount**”) 7 % Notes, due for payment on 2 October 2022 with a principal amount of EUR 1,000 (the “**Principal Amount**”) each in the Federal Republic of Germany, the Grand Duchy of Luxemburg and the Kingdom of the Netherlands (the “**Offer**”).

The Offer comprises the following:

- (i) a public exchange offer made by the Issuer, addressed to the holders of the 2013/2018 Notes, to exchange their 2013/2018 Notes for the offered Notes, which will be published on the Issuer's website www.metalcorpgroup.com under the heading “Bond” on 29 August 2017 and in the Federal Gazette (the “**Exchange Offer**”);
- (ii) a public offer made by the Issuer exclusively via the subscription functionality *DirectPlace* of the Frankfurt stock exchange in the XETRA trading system or the trading system replacing such trading system for the collection and settlement of subscription orders (the “**Subscription Functionality**”) and in the Grand Duchy of Luxemburg by placing an advertisement in the Tageblatt which is exclusively carried out by the Issuer (the “**Public Offer**”); and
- (iii) a private placement which is carried out by the Issuer and the Global Coordinator and Bookrunner and which is addressed to qualified investors in certain European states, but not in the United States of America, Canada, Australia and Japan, in accordance with the applicable exemption rules for private placements (the “**Private Placement**”).

There is no minimum or maximum amount for subscription offers with regard to the Notes or for the exchange within the scope of the Exchange Offer. Investors may submit exchange offers or subscription offers in any amount starting at the Principal Amount, whereas the volume of the exchange offers or subscription offers must always be divisible by the Principal Amount and is limited to the volume of the Aggregate Principal Amount. There are no fixed tranches for the Notes.

There are no predetermined tranches of Notes for each of the Exchange Offer, the Public Offer and the Private Placement. There is no minimum or maximum amount of subscription offers for Notes. Investors may place subscription offers in any amount starting with the denomination of one Note, i.e. EUR 1,000.00. After the acceptance of the Offer, the acceptance is binding and investors have no right to unilaterally reduce the respective subscription amount, unless provided otherwise by statutory law (e.g. in the event of a supplement to this Prospectus).

12.2 Envisaged Timetable

28 August 2017	Approval of the Prospectus by the Commission de Surveillance du Secteur Financier („CSSF“)
Immediately after approval	Publication of the approved Prospectus on the Issuer's website www.metalcorpgroup.com under the heading “Bond” and on the website of the Luxembourg stock exchange (www.bourse.lu)
Presumably on 29 August 2017	Publication of the Exchange Offer on the Issuer's website www.metalcorpgroup.com under the heading “Bond” and in the Federal Gazette (<i>Bundesanzeiger</i>)
Presumably on 30 August 2017	Start of the Exchange Offer
Presumably on 11 September 2017	Start of the Public Offer and Private Placement

Presumably on 22 September 2017	End of the Exchange Offer
Presumably on 28 September 2017	End of the Public Offer and Private Placement
Presumably on 2 October 2017	Issue of the Notes
Presumably on 2 October 2017	Introduction of the Notes in the Open Market of Deutsche Börse AG (unregulated market of the Frankfurt stock exchange (<i>Freiverkehr der Frankfurter Wertpapierbörse</i>))

12.3 The Exchange Offer

On the basis of the Exchange Offer to be published on the Issuer's website on 29 August 2017 and in the Federal Gazette, the holders of the 2013/2018 Notes will have the possibility to exchange their 2013/2018 Notes into the Notes as offered in this Prospectus. The exchange will be carried out in such way that holders of the 2013/2018 Notes who wish to offer their 2013/2018 Notes for exchange will receive an offered new Note with the Principal Amount each, which are the subject matter of this Prospectus, and additionally a cash amount of EUR 25.00 (the “**Additional Amount**”), in exchange for each 2013/2018 Note with a principal amount of EUR 1,000. In addition, the exchanging holders of the 2013/2018 Notes will receive the equivalent of the interest amount accrued under the exchanged 2013/2018 Notes for the current interest period until the Issue Date of the new Notes, i.e. presumably until 2 October 2017 (exclusively), in exchange for each 2013/2018 Note.

Within the offer period applicable to the Exchange Offer (the “**Exchange Period**”), holders of the 2013/2018 Notes who wish to exchange their Notes may submit to the Issuer via the settlement agent (as defined hereinafter) an offer for the exchange of the 2013/2018 Notes in written form using the form made available through the respective holder's depository institution. The settlement agent is Bankhaus Neelmeyer Aktiengesellschaft, registered in the commercial register of the local court of Bremen under HRB 4425 HB with business address Am Markt 14-16, 28195 Bremen (the “**Settlement Agent**” or the “**Principal Payment Agent**” or the “**Paying Agent**”).

12.4 The Public Offer

The public offer is made to all potential investors in the Federal Republic of Germany, the Grand Duchy of Luxembourg and the Kingdom of the Netherlands and is not restricted to specific categories of potential investors. Subscription is exclusively made via the Subscription Functionality. Investors in the Federal Republic of Germany, the Grand Duchy of Luxembourg and the Kingdom of the Netherlands who would like to place subscription offers for Notes must submit their subscription orders via the respective depository institution during the offer period. To make use of the Subscription Functionality the depository institution must (i) be admitted as a trading participant to the Frankfurt Stock Exchange (the “**Trading Participant**”) or have access to trading on the Frankfurt Stock Exchange via an accredited trading participant, (ii) be connected to XETRA, and (iii) be authorised and able to use the Subscription Functionality in accordance with the terms and conditions for use of the subscription functionality of the Frankfurt Stock Exchange.

Investors whose depository institution is not a Trading Participant at the Frankfurt Stock Exchange may instruct a Trading Participant via their depository institution to settle the subscription offer together with the investor's depository institution.

12.5 The Private Placement

The Private Placement is carried out by the Issuer and the Global Coordinator and Bookrunner and addressed to qualified investors in the Federal Republic of Germany, the Grand Duchy of Luxembourg, the Kingdom of the Netherlands and in certain other European states, but not in the United States of America, Canada, Australia and Japan, in accordance with the applicable exemption rules for private placements.

12.6 Offer Period

It is expected that the Notes will be offered as follows:

- The Exchange Offer will commence on 30 August 2017 and will end on 22 September 2017 (12 p.m. CEST).
- The Public Offer will commence on 11 September 2017 and will end on 28 September 2017 (12 p.m. CEST).
- The Private Placement will take place from 11 September 2017 2017 to 28 September 2017 2017 (12 p.m. CEST)

In the event of an over-subscription, the offer period for the Public Offer will end, however, before the aforementioned time, on the respective trading day on which such over-subscription has occurred.

The Issuer reserves the right to extend or shorten the offer period for the Exchange Offer, the Public Offer and/or the Private Placement. The Issuer may without stating any reasons extend or shorten the offer period, terminate the exchange early or withdraw the Exchange Offer, the Public Offer and/or the Private Placement at any time in its sole and absolute discretion. Any shortening or extension of the offer period will be published on the Issuer's website www.metalcorpgroup.com under the heading "Bond" and in the Federal Gazette. In addition, the Issuer shall, if necessary, obtain CSSF's approval of any supplement to this Prospectus and publish it in the same manner as this Prospectus.

12.7 Allocation and publication of result

When the Notes are allocated, first the subscription offers which are received as part of the Exchange Offer shall be taken into account and fully allocated, provided they are received by the Principal Payment Agent or Settlement Agent until (and including) 22 September 2017. Subscription offers which are received via the Subscription Functionality under the Public Offer shall be allocated thereafter and, as long as no over-subscription occurs, in full.

Once an Over-Subscription (as defined hereinafter) occurs, the Issuer has the right to reduce subscription offers or reject individual subscriptions under the Exchange Offer and under the Public Offer in its absolute discretion and after consultation of the Global Coordinator and Bookrunner. In the event of a reduction or rejection of subscriptions, investors will be repaid the respective subscription amount. Investors will be informed via their deposit bank to which extent their subscriptions were accepted.

An "**Over-Subscription**" occurs if the exchange or subscription offers received under the Exchange Offer and the Public Offer together exceed the aggregate principal amount of the offered Notes.

The result of the Offer will be published on the Issuer's website www.metalcorpgroup.com under the heading "Bond" on or around 29 September 2017 and notified to CSSF.

12.8 Delivery and settlement

Delivery and settlement of the Notes will be carried out either by the Global Coordinator and Bookrunner or the Settlement Agent by the Issuer's order. Delivery of the Notes will be made with value date as of the Issue Date of the Notes. Delivery of the Notes will be made by booking via Clearstream in its capacity as the clearing system and the depository institutions.

With respect to the Exchange Offer the Settlement Agent shall by order of the Issuer reimburse to the holders of the 2013/2018 Notes which have submitted their securities under the Exchange Offer also any interest for the 2013/2018 Notes accrued until the Issue Date of the Notes as well as the Additional Amount for each 2013/2018 Note via the respective depository institutions.

Delivery and settlement for investors in the Grand Duchy of Luxembourg whose depository institution does not have direct access to Clearstream will be made via a correspondence bank with direct access to Clearstream instructed by the depository institution.

12.9 Issue price, Term, Interest, Repayment and Yield

The issue price per Note corresponds to the Principal Amount of EUR 1,000.00.

The term of the Notes commences on 2 October 2017 (inclusively) and ends on 2 October 2022 (exclusively).

The Notes will bear interest at a rate of 7% per annum as from 2 October 2017 (inclusively) until 2 October 2022 (exclusively). Interest is payable in arrears on 2 October of each year, i.e. on 2 October 2018, 2 October 2019, 2 October 2020, 2 October 2021 and, for the last time, on 2 October 2022 and, if the due date for interest is not a business day, on the next business day.

The Issuer shall repay the Notes at 100 % of the Principal Amount per Note on 2 October 2022, unless they were repaid early.

The annual yield equals the interest on the Principal Amount and amounts to 7% on the basis of an issue price of 100% of the Principal Amount and redemption at the end of the term of the Notes.

12.10 Issue, Number of Notes to be issued and Result of the Public Offer and the Institutional Offer

The issue of the Notes is intended to take place on 2 October 2017. The number of Notes to be issued will be determined following the end of the offer period and will be announced in a notice which will be published on the Issuer's website www.metalcorpgroup.com under the heading "Bond" together with the results of the Offer prior to the Issue Date of the Notes, presumably on 29 September 2017.

12.11 Costs of the Investors in Connection with the Offer

The Issuer will not charge the investor for any costs or taxes. Investors shall inform themselves regarding costs and taxes which may occur in connection with the Notes, including possible fees charged by their depository banks in connection with the subscription and holding of the Notes.

12.12 Selling Restrictions

12.12.1 General

The Global Coordinator and Bookrunner will comply with all applicable securities laws and regulations in force in any jurisdiction in which it takes selling efforts or other measures in relation to the issue of the Notes or in which it will possess or circulate the Prospectus or any documents relating to the placement of the Notes.

12.12.2 European Economic Area

In relation to each Member State of the European Economic Area (each, a "**Relevant Member State**"), no public offer of the Notes will be made prior to the publication of a prospectus in relation to the Notes which has been approved by the competent authority in that Relevant Member State in accordance with the applicable law implementing the Prospectus Directive or, where appropriate, published in another Relevant Member State but notified to the competent authority in that Relevant Member State in accordance with the relevant law implementing article 18 of the Prospectus Directive, except that a public offer in the Relevant Member State is permitted on the basis of applicable exceptions.

12.12.3 United States of America

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

The Global Coordinator and Bookrunner will neither offer nor sell or deliver any Notes within the United States except in accordance with Rule 903 of Regulation S under the U.S. Securities Act. Accordingly, the Global Coordinator and Bookrunner nor their affiliates nor any persons acting on its or their behalf will engage in any directed selling efforts or general solicitation with respect to the Notes. Terms used in this subparagraph have the meaning given to them by Regulation S.

The Notes will be issued in accordance with the provisions of United States Treasury Regulation § 1.163- 5(c)(2)(i)(D) (the "**TEFRA D Rules**" or "**TEFRA D**"):

- (a) the Global Coordinator and Bookrunner will not offer or sell, such Notes to a person who is within the United States or its possessions or to a United States person, and it has not delivered and agrees that it will not deliver within the United States or its possessions such Notes that are sold during the restricted period;
- (b) throughout the restricted period the Global Coordinator and Bookrunner will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling such Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;

- (c) If it is a United States person, the Global Coordinator and Bookrunner is acquiring such Notes for purposes of resale in connection with their original issuance and if it retains such Notes for its own account, it will only do so in accordance with the requirements of U.S. Treasury Regulation 1.163-5(c)(2)(i)(D)(6); and
- (d) With respect to each affiliate that acquires such Notes from the Global Coordinator and Bookrunner for the purpose of offering or selling such Notes during the restricted period, the Global Coordinator and Bookrunner have repeated and confirmed the representations and agreements contained in paragraphs (a), (b) and (c) above on such affiliate's behalf.

Terms used in this subparagraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the TEFRA D Rules.

12.12.4 United Kingdom

The Global Coordinator and Bookrunner will

- (a) 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, as amended (“**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) 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.

13 EXCHANGE OFFER

Dieses Umtauschangebot (das „Umtauschangebot“) ist in deutscher Sprache abgefasst und mit einer unverbindlichen Übersetzung in die englische Sprache versehen. Der deutsche Wortlaut ist maßgeblich und allein rechtsverbindlich. Die englische Übersetzung ist unverbindlich und dient lediglich zu Informationszwecken.

Die Emittentin bietet den Inhabern ihrer am 27. Juni 2013 begebenen und in der Folgezeit weiter aufgestockten EUR 75.000.000 8,75 % Schuldverschreibungen 2013/2018 mit der ISIN DE000A1HLTD2 an, bis zu 50.000.000,00 Schuldverschreibungen 2013/2018 in neue mit 7 % p.a. verzinsliche Schuldverschreibungen 2017/2022 der Emittentin mit der ISIN DE000A19MDV0, deren Emission Gegenstand dieses Prospekts ist, umzutauschen.

Die Emittentin wird voraussichtlich am 29. August 2017 das folgende freiwillige Umtauschangebot im Bundesanzeiger veröffentlichen:

Metalcorp Group B.V.
Amsterdam, the Netherlands

**Freiwilliges Angebot
an die Inhaber der**

8,75% Schuldverschreibungen 2013/2018

ISIN DE000A1HLTD2

**zum Umtausch ihrer Schuldverschreibungen in
neue 7 % Schuldverschreibungen 2017/2022**

ISIN DE000A19MDV0

Die Metalcorp Group B.V. (nachfolgend auch die „**Emittentin**“) hat EUR 75.000.000 8,75% Schuldverschreibungen 2013/2018, eingeteilt in bis zu 75.000 auf den Inhaber lautende, erstrangige und untereinander gleichberechtigte Schuldverschreibungen 2013/2018 mit einem Nennbetrag von jeweils EUR 1.000 und der ISIN DE000A1HLTD2 begeben, (im Folgenden die „**Schuldverschreibungen 2013/2018**“ und jeweils eine „**Schuldverschreibung 2013/2018**“). Derzeit steht noch ein Gesamtnennbetrag der Schuldverschreibungen 2013/2018 in Höhe von EUR 72.674.000,00 zur Rückzahlung aus.

Die Geschäftsführung der Emittentin hat beschlossen, den Anleihegläubigern der Schuldverschreibungen 2013/2018 (die „**Anleihegläubiger**“) die Möglichkeit zu eröffnen, ihre Schuldverschreibungen 2013/2018 in neue 7 % Schuldverschreibungen 2017/2022 der Emittentin mit einem Nennbetrag von jeweils EUR 1.000 (ISIN DE000A19MDV0) (die „**Neuen Schuldverschreibungen**“ und jeweils eine „**Neue Schuldver-**

*This exchange offer (the “**Exchange Offer**“) is drawn up in German language and provided with a nonbinding English language translation. The German version shall be decisive and the only legally binding version. The English translation is for convenience and for information purposes only.*

The Issuer offers to the holders of its up to EUR 75,000,000 8.75% 2013/2018 Notes with ISIN DE000A1HLTD2, which were issued on 27 June 2013 and augmented subsequently, to exchange up to 50,000,000.00 2013/2018 Notes in new 7% p.a. interest bearing 2017/2022 notes of the Issuer with ISIN DE000A19MDV0, whose issue is subject of this prospectus.

The issuer will publish the following voluntary exchange offer in the German Federal Gazette presumably on 29 August 2017:

Metalcorp Group B.V.
Amsterdam, the Netherlands

**Voluntary offer
to the holders of the**

8,75,0% 2013/2018 Notes

ISIN DE000A1HLTD2

**to exchange their notes in
new 7% 2017/2022 notes**

ISIN DE000A19MDV0

Metalcorp Group B.V. (hereinafter referred to as the “**Issuer**“) issued EUR 75,000,000 8.75% 2013/2018 Notes, divided into up to 75,000 bearer, senior and *pari passu* 2013/2018 Notes with a principal amount of each EUR 1,000 with ISIN DE000A1HLTD2 (hereinafter referred to as “**2013/2018 Notes**“ and a “**2013/2018 Note**“). At present, an aggregate principal amount of EUR 72,674,000.00 of the 2013/2018 Notes is outstanding for redemption.

The management board of the Issuer has decided to give the noteholders of the 2013/2018 Notes (the “**Noteholders**“) the opportunity to exchange their 2013/2018 Notes into new 7% 2017/2022 notes of the Issuer with a nominal value of each EUR 1,000 (ISIN DE000A19MDV0) (the “**New Notes**“ and a “**New Note**“), which are publicly offered by the Issuer in the Federal Republic of Germany, the Netherlands and the Grand Duchy of Luxembourg

schreibung”), die von der Emittentin ab dem 30. August 2017 in der Bundesrepublik Deutschland, den Niederlanden und dem Großherzogtum Luxemburg öffentlich zum Erwerb angeboten werden, umzutauschen.

Der Umtausch erfolgt zu den nachstehenden Bedingungen (die „**Umtauschbedingungen**”).

§ 1 ANGEBOT ZUM UMTAUSCH

Die Emittentin bietet nach Maßgabe dieser Umtauschbedingungen den Anleihegläubigern an (das „**Umtauschangebot**”), verbindliche Angebote zum Umtausch ihrer Schuldverschreibungen 2013/2018 in Neue Schuldverschreibungen abzugeben (der „**Umtausch**” und das Angebot zum Umtausch der „**Umtauschauftrag**”).

§ 2 UMTAUSCHVERHÄLTNIS

- (1) Der Umtausch erfolgt zum Nennbetrag der Schuldverschreibungen 2013/2018 zuzüglich der Stückzinsen (wie in Absatz (3) definiert), die auf die umgetauschten Schuldverschreibungen 2013/2018 entfallen.
- (2) Das Umtauschverhältnis beträgt 1:1 (eins zu eins). Dies bedeutet, dass jeder Anleihegläubiger, der einen Umtauschauftrag erteilt hat, im Fall der Annahme seines Umtauschauftrags durch die Emittentin je eingetauschter Schuldverschreibung 2013/2018
 - (a) eine Neue Schuldverschreibung sowie
 - (b) die Stückzinsen (wie in Absatz (3) definiert), die auf die umgetauschten Schuldverschreibungen 2013/2018 entfallen, und
 - (c) einen Zusatzbetrag von EUR 25,00 pro umgetauschter Schuldverschreibung 2013/2018 (der „**Zusatzbetrag**”) erhält.
- (3) „**Stückzinsen**” bedeutet die anteilmäßig angefallenen Zinsen vom letzten Zinszahlungstag (einschließlich) der Schuldverschreibungen 2013/2018, wie in § 3 der Anleihebedingungen der Schuldverschreibungen 2013/2018 festgelegt, bis zum Begebungstag der Neuen Schuldverschreibungen, voraussichtlich dem 2. Oktober 2017 (der „**Begebungstag**”) (ausschließlich). Gemäß § 3 Absatz (c) der Anleihebedingungen der Schuldverschreibungen 2013/2018 erfolgt die Berechnung der Zinsen im Hinblick auf einen Zeitraum, der kürzer als eine Zinsperiode ist, auf der Grundlage der Anzahl

from 30 August 2017.

The exchange shall take place in accordance with the following terms and conditions (the “**Terms and Conditions of Exchange**”):

§ 1 OFFER FOR EXCHANGE

The Issuer offers, in accordance with these Terms and Conditions of Exchange, to the Noteholders (the “**Exchange Offer**”) to submit binding offers to exchange their 2013/2018 Notes in New Notes (the “**Exchange**” and the offer to exchange the “**Exchange Order**”).

§ 2 EXCHANGE RATIO

- (1) The Exchange shall occur at the principal amount of the 2013/2018 Notes plus accrued interest (as defined in paragraph (3) below), attributable to the exchanged 2013/2018 Notes.
- (2) The Exchange Ratio is 1:1 (one to one). This means that any Noteholder who has submitted an Exchange Order, receives in the event of acceptance of his Exchange Order by the Issuer for each exchanged 2013/2018 Notes
 - (a) a New Note as well as
 - (b) accrued interest (as defined in paragraph (3) below) attributable to the exchanged 2013/2018 Notes, and
 - (c) an additional amount of EUR 25.00 per exchanged 2013/2018 Note (the “**Additional Amount**”).
- (3) “**Accrued Interest**” means the pro rata interest accrued from the last interest payment date (included) of the 2013/2018 Notes, as specified in § 3 of the terms and conditions of the 2013/2018 Notes, until the date of issue of the New Notes, presumably on 2 October 2017 (the “**Issue Date**”) (excluded). Pursuant to Section 4 (c) of the terms and conditions of the 2013/2018 Notes, the calculation of interest with respect to a period shorter than an interest period shall be based on the number of actual elapsed days in the relevant period (including the last interest payment date) divided by the actual number of days of the interest period (365

der tatsächlichen verstrichenen Tage im relevanten Zeitraum (gerechnet vom letzten Zinszahlungstag (einschließlich)) dividiert durch die tatsächliche Anzahl der Tage der Zinsperiode (365 Tage bzw. 366 Tage im Falle eines Schaltjahres).

§ 3 UMFANG DES UMTAUSCHES

- (1) Es gibt keine Mindest- oder Höchstbeträge für den Umtausch im Rahmen des Umtauschgebots. Anleger können Umtauschaufträge bezogen auf ihre Schuldverschreibungen 2013/2018 in jeglicher Höhe beginnend ab dem Nennbetrag einer Schuldverschreibung von EUR 1.000 abgeben, wobei das Volumen des Umtauschauftrags stets durch den Nennbetrag teilbar sein muss und auf das Volumen der Gesamtemission begrenzt ist. Es gibt keine festgelegten Tranchen für die Schuldverschreibungen.
- (2) Im Falle der Überzeichnung (wie nachstehend definiert) stehen der Betrag der Neuen Schuldverschreibungen, die für den Umtausch eingesetzt werden, und die Annahme von Umtauschaufträgen durch die Emittentin im alleinigen und freien Ermessen der Emittentin.

§ 4 UMTAUSCHFRIST

- (1) Die Umtauschfrist für die Schuldverschreibungen 2013/2018 beginnt am 30. August 2017 und endet am 22. September 2017 um 18:00 Uhr MESZ (die „**Umtauschfrist**“).
- (2) Die Emittentin ist jederzeit und nach ihrem alleinigen und freien Ermessen berechtigt, ohne Angabe von Gründen die Umtauschfrist zu verlängern oder zu verkürzen, den Umtausch vorzeitig zu beenden oder das Umtauschangebot zurückzunehmen. Die Emittentin wird dies auf ihrer Webseite sowie im Bundesanzeiger veröffentlichen. Im Fall einer Überzeichnung behält sich die Emittentin vor, die Umtauschfrist vor Ablauf des in Absatz (1) bestimmten Termins zu beenden. Eine „**Überzeichnung**“ liegt vor, wenn die im Rahmen des Umtauschgebots und des öffentlichen Angebots sowie im Rahmen der Privatplatzierung eingegangenen Umtausch- und Zeichnungsaufträge zusammengerechnet den Gesamtnennbetrag der angebotenen Neuen Schuldverschreibungen übersteigen.

§ 5 ABWICKLUNGSSTELLE

- (1) Abwicklungsstelle für den Umtausch ist
Bankhaus Neelmeyer Aktiengesellschaft,

days or 366 days in the of a leap year).

§ 3 SCOPE OF EXCHANGE

- (1) There is no minimum or maximum amount for the Exchange within the scope of the Exchange Offer. Investors may issue Exchange Orders in respect of their 2013/2018 Notes in any amount commencing from the principal amount of a note of EUR 1,000, whereby the volume of the Exchange Order must always be divisible by the principal amount and is limited to the volume of the total issue. There are no fixed tranches for the notes.
- (2) In the event of the Over-subscription (as defined below), the amount of the New Notes used for the exchange and the acceptance of Exchange Orders by the Issuer shall be in the sole and absolute discretion of the Issuer.

§ 4 EXCHANGE PERIOD

- (1) The exchange period for the 2013/2018 Notes will begin on 30 August 2017 and end on 22 September 2017 at 18:00 CEST (the “**Exchange Period**”).
- (2) The Issuer is, at any time and in its sole and absolute discretion, entitled to extend or shorten the Exchange Period without giving reasons, to terminate the Exchange early or to withdraw the Exchange Offer. The Issuer will publish this on its website as well as in the German Federal Gazette. In the event of an Over-subscription, the Issuer is entitled to terminate the Exchange Period before the expiry date specified in paragraph (1). An “**Over-subscription**” occurs when the exchange offers and subscription offers received within the framework of the Exchange Offer and the public offers as well as in the context of the Private Placement, together exceed the aggregate principal amount of the New Notes offered.

§ 5 SETTLEMENT AGENT

- (1) Settlement agent for the Exchange is:
Bankhaus Neelmeyer Aktiengesellschaft,

Am Markt 14-16
28195 Bremen

(die „Abwicklungsstelle“).

- (2) Die Abwicklungsstelle handelt ausschließlich als Erfüllungsgehilfe der Emittentin und übernimmt keinerlei Verpflichtungen gegenüber den Anleihegläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihr und den Anleihegläubigern begründet.

§ 6 UMTAUSCHAUFTRÄGE

- (1) Anleihegläubiger, die Schuldverschreibungen 2013/2018 umtauschen wollen, müssen über ihre depotführende Stelle während der Umtauschfrist einen Umtauschauftrag einreichen.

Es wird darauf hingewiesen, dass die Möglichkeit zur Erteilung eines Umtauschauftrags durch die Anleihegläubiger über ihre jeweilige depotführende Stelle aufgrund einer Vorgabe der jeweiligen depotführenden Stelle bereits vor dem Ende der Umtauschfrist enden kann. Weder die Emittentin noch die Abwicklungsstelle übernehmen eine Gewährleistung oder Haftung dafür, dass innerhalb der Umtauschfrist erteilte Umtauschaufträge auch tatsächlich vor dem Ende der Umtauschfrist bei der Abwicklungsstelle eingehen.

- (2) Umtauschaufträge haben folgendes unter Verwendung des über die depotführende Stelle zur Verfügung gestellten Formulars zu beinhalten:
- (a) ein Angebot des Anleihegläubigers zum Umtausch einer bestimmten Anzahl von Schuldverschreibungen 2013/2018 in schriftlicher Form,
- (b) die unwiderrufliche Anweisung des Anleihegläubigers an die depotführende Stelle,
- i. die Schuldverschreibungen 2013/2018, für die ein Umtauschauftrag erteilt wurde, zu sperren und jegliche Übertragung bis zum Begebungstag zu unterlassen (die „**Depotsperre**“); und
- ii. die Anzahl von in seinem Wertpapierdepot befindlichen Schuldverschreibungen 2013/2018, für die ein Umtauschauftrag erteilt wurde, in die ausschließlich für das Umtauschangebot eingerichtete ISIN DE000A19M1Y2 (die „**Zum Umtausch angemeldete Schuldverschreibungen**“) bei der Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Mergenthalerallee 61, 65760 Eschborn

Am Markt 14-16
28195 Bremen

(the “Settlement Agent”).

- (2) The Settlement Agent shall act solely as a vicarious agent of the Issuer and shall not assume any obligations towards the Noteholders and no contractual or trust relationship shall be established between the Settlement Agent and the Noteholders.

§ 6 EXCHANGE ORDER

- (1) Noteholders who want to exchange the 2013/2018 Notes must submit an Exchange Order through their depositary institution during the Exchange Period:

It is pointed out that the possibility of the issuance of an Exchange Order by the Noteholders via the respective depositary institution can terminate on the basis of a requirement of the relevant depositary institution before the end of the Exchange Period. Neither the Issuer nor the Settlement Agent shall assume any warranty or liability for the fact that Exchange Orders placed within the Exchange Period will effectively be received by the Settlement Agent before the end of the Exchange Period.

- (2) Exchange Orders shall include the following, using the form provided by the depositary institution:
- (a) an offer of the Noteholder to Exchange a certain number of 2013/2018 Notes in writing,
- (b) the irrevocable instruction of the Noteholder to the depositary institution,
- i. to block the 2013/2018 Notes for which an Exchange Order has been issued and to refrain from any transfer until the Issue Date (the “**Depot Blocking**”); and
- ii. the number of 2013/2018 Notes in its securities account, for which an Exchange Order has been issued, to transfer to the ISIN DE000A19M1Y2 exclusively established for the Exchange Offer (the “**Notes Registered for Exchange**”) at Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Mergenthalerallee 61, 65760 Eschborn (“**Clearstream**”);

(„Clearstream“) umzubuchen;

dies vorbehaltlich des automatischen Widerrufs dieser unwiderruflichen Anweisung im Fall, dass das Umtauschangebot vor dem Ende der Umtauschfrist zurückgenommen wird.

- (3) Umtauschaufträge können nur unwiderruflich abgegeben werden. Die Umtauschaufträge sind nur wirksam, wenn die Schuldverschreibungen 2013/2018, für die ein Umtauschauftrag abgegeben wird, in die ISIN DE000A19M1Y2 der Zum Umtausch angemeldeten Schuldverschreibungen umgebucht worden sind.

§ 7 DEPOTSPERRE

- (1) Die Depotsperrung hat bis zum Eintritt des frühesten der nachfolgenden Ereignisse wirksam zu sein, sofern die Emittentin keine abweichende Bekanntmachung veröffentlicht:
- (a) die Abwicklung am Begebungstag oder
- (b) die Veröffentlichung der Emittentin, dass das Umtauschangebot zurückgenommen wird.

§ 8 ANWEISUNG UND BEVOLLMÄCHTIGUNG

- (1) Mit der Abgabe des Umtauschauftrages geben die Anleihegläubiger folgende Erklärungen ab:
- (a) sie weisen ihre depotführende Stelle an, die Schuldverschreibungen 2013/2018, für die sie den Umtauschauftrag abgeben, zunächst in ihrem Wertpapierdepot zu belassen, aber in die ISIN DE000A19M1Y2 der Zum Umtausch angemeldeten Schuldverschreibungen bei der Clearstream umzubuchen;
- (b) sie beauftragen und bevollmächtigen die Abwicklungsstelle sowie ihre depotführende Stelle (jeweils unter der Befreiung von dem Verbot des Selbstkontrahierens gemäß § 181 BGB), alle zur Abwicklung dieses Umtauschauftrages erforderlichen oder zweckmäßigen Handlungen vorzunehmen sowie entsprechende Erklärungen abzugeben und entgegenzunehmen, insbesondere den Übergang des Eigentums an den Schuldverschreibungen 2013/2018, für die sie den Umtauschauftrag abgeben, herbeizuführen und die Zahlung der Stückzinsen sowie des Zusatzbetrags an die Anleihegläubiger abzuwickeln; die Anleihegläubiger haben Kenntnis davon, dass die Abwicklungsstelle auch für die Emittentin tätig wird;
- (c) sie beauftragen und bevollmächtigen die Ab-

subject to the automatic revocation of this irrevocable instruction in the event that the Exchange Offer is withdrawn before the end of the Exchange Period.

- (3) Exchange Orders shall only be issued irrevocably. The Exchange Orders shall only be effective if the 2013/2018 Notes for which an Exchange Order is issued have been transferred to the ISIN DE000A19M1Y2 of the Notes Registered for Exchange.

§ 7 DEPOT BLOCKING

- (1) The Depot Blocking shall be effective until the earliest subsequent events occur, unless the Issuer publishes a deviating notice:
- (a) the settlement on the Issue Day or
- (b) the Issuer's announcement that the Exchange Offer will be withdrawn.

§ 8 INSTRUCTIONS AND AUTHORISATION

- (1) By submitting the Exchange Order, the noteholders make the following statements:
- (a) they shall instruct their depositary institution to keep the 2013/2018 Notes for which they issue the Exchange Order in their securities account but to transfer them into the ISIN DE000A19M1Y2 of the Notes Registered for Exchange at Clearstream;
- (b) they shall instruct and empower the Settlement Agent, as well as its depositary institution (each under the exemption from the prohibition of self-contracting pursuant to § 181 of the German Civil Code (*Bürgerliches Gesetzbuch*)), to take all necessary or appropriate actions to settle this Exchange Order and to make and receive such declarations, in particular to settle the transfer of ownership of the 2013/2018 Notes for which they issue the Exchange Order, as well as the payment of the Accrued Interest and the Additional Amount to the Noteholders; the Noteholders are aware that the Settlement Agent will also act for the Issuer;
- (c) they shall instruct and authorise the Settlement

wicklungsstelle, alle Leistungen zu erhalten und Rechte auszuüben, die mit dem Besitz der umgetauschten Schuldverschreibungen 2013/2018 verbunden sind;

- (d) sie weisen ihre depotführende Stelle an, ihrerseits etwaige Zwischenverwahrer der Schuldverschreibungen 2013/2018, für die ein Umtauschvertrag erteilt wurde, sowie Clearstream anzuweisen und zu ermächtigen, der Abwicklungsstelle die Anzahl der im Konto der depotführenden Stelle bei der Clearstream unter der ISIN DE000A19M1Y2 der Zum Umtausch angemeldete Schuldverschreibungen eingebuchten Schuldverschreibungen 2013/2018 börsentäglich mitzuteilen;
- (e) sie übertragen – vorbehaltlich des Ablaufs der Umtauschfrist und unter der auflösenden Bedingung der Nichtannahme des Umtauschgebots durch die Emittentin (ggf. auch teilweise) – die Schuldverschreibungen 2013/2018, für die ein Umtauschvertrag erteilt wurde, auf die Emittentin mit der Maßgabe, dass Zug um Zug gegen die Übertragung eine entsprechende Anzahl an Neuen Schuldverschreibungen sowie die Gutschrift der Stückzinsen und des Zusatzbetrags an sie übertragen werden;
- (f) sie ermächtigen die depotführende Stelle, der Abwicklungsstelle den Namen des Depotinhabers und Informationen über dessen Anweisungen bekannt zu geben.
- (2) Die vorstehenden unter den Buchstaben (a) bis (f) aufgeführten Erklärungen, Weisungen, Aufträge und Vollmachten werden im Interesse einer reibungslosen und zügigen Abwicklung unwiderruflich erteilt.
- (3) Zugleich erklärt der jeweilige Inhaber der Schuldverschreibungen 2013/2018 im Hinblick auf das Verfügungsgeschäft über die Zum Umtausch angemeldeten Schuldverschreibungen das Angebot auf Abschluss eines dinglichen Vertrags nach § 929 Bürgerliches Gesetzbuch. Mit der Abgabe der Umtauschverträge verzichten der jeweilige Inhaber der Schuldverschreibungen der Schuldverschreibung 2013/2018 gemäß § 151 Absatz 1 Bürgerliches Gesetzbuch auf einen Zugang der Annahmeerklärungen. Die Erklärung des Umtauschvertrags und die Angebotserklärung im Hinblick auf den dinglichen Vertrag kann auch durch einen ordnungsgemäß Bevollmächtigten eines Inhabers von Schuldverschreibungen 2013/2018 abgegeben werden.

Agent to obtain all services and exercise rights in connection with the possession of the exchanged 2013/2018 Notes;

- (d) they shall instruct their depositary institution to instruct, on their part, any sub-institution of the 2013/2018 Notes for which an Exchange Order has been placed and instruct and authorise Clearstream to notify the Settlement Agent about the number of 2013/2018 Notes booked into the account of the depositary institution held with Clearstream under ISIN DE000A19M1Y2 Notes Registered for Exchange on each trading day;
- (e) subject to the expiration of the Exchange Period and subject to the condition precedent of the non-acceptance of the Exchange Offer by the Issuer (including, if applicable, partially), the 2013/2018 Notes for which an Exchange Order has been issued shall be transferred to the Issuer with the provision that the transfer of the corresponding number of New Notes and the credit of the Accrued Interest and the Additional Amount shall be transferred concurrently;
- (f) they shall authorise the depositary institution to notify the Settlement Agent about the name of the depositor and the details of its instructions.
- (2) The declarations, instructions, orders and powers set out in subparagraphs (a) to (f) above shall be given irrevocably in the interests of seamless and swift execution.
- (3) At the same time, the respective holder of the 2013/2018 Notes declares the offer to conclude a contract in rem pursuant to § 929 of the German Civil Code in respect to the material transfer (*Verfügungsgeschäft*) of the Notes Registered for Exchange. By submitting the Exchange Order, the respective holder of the 2013/2018 Notes waives the receipt of the declaration of acceptance pursuant to § 151 paragraph 1 of the German Civil Code. The declaration of the Exchange Order and the offer with regard to the contract in rem may also be given by a duly authorised representative of a holder of 2013/2018 Notes.

**§ 9
ANNAHME DER ANGBOTE**

**§ 9
ACCEPTANCE OF OFFERS**

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| <p>(1) Mit der Annahme eines Umtauschauftrags durch die Emittentin kommt zwischen dem betreffenden Anleihegläubiger und der Emittentin ein Vertrag über den Umtausch der Schuldverschreibungen 2013/2018 gegen die Neuen Schuldverschreibungen sowie Zahlung der Stückzinsen sowie des Zusatzbetrags gemäß den Umtauschbedingungen zustande.</p> | <p>(1) Upon the acceptance of an Exchange Order by the Issuer, an agreement will be concluded between the relevant Noteholder and the Issuer about the Exchange of the 2013/2018 Notes against the New Notes as well as payment of the Accrued Interest and the Additional Amount in accordance with the Terms and Conditions of Exchange.</p> |
| <p>(2) Es liegt im alleinigen und freien Ermessen der Emittentin, Umtauschaufträge ohne Angabe von Gründen vollständig oder teilweise nicht anzunehmen. Umtauschaufträge, die nicht in Übereinstimmung mit den Umtauschbedingungen erfolgen oder hinsichtlich derer die Abgabe eines solchen Angebots nicht in Übereinstimmung mit den jeweiligen nationalen Gesetzen und anderen Rechtsvorschriften erfolgten, werden von der Emittentin nicht angenommen.</p> | <p>(2) It is the sole and free discretion of the Issuer not to accept Exchange Orders in whole or in part without stating reasons. Exchange Orders which are not made in accordance with the Terms and Conditions of Exchange or in respect of which the offering of such an offer was not made in accordance with the respective national laws and other legal provisions shall not be accepted by the Issuer.</p> |
| <p>(3) Die Emittentin behält sich jedoch das Recht vor, Umtauschaufträge trotz Verstößen gegen die Umtauschbedingungen oder Versäumung der Umtauschfrist dennoch anzunehmen, unabhängig davon, ob die Emittentin bei anderen Anleihegläubigern mit ähnlichen Verstößen oder Fristversäumungen in gleicher Weise vorgeht.</p> | <p>(3) The Issuer, however, reserves the right to accept Exchange Orders in spite of violations of the Terms and Conditions of Exchange or failure to meet the Exchange Period irrespective of whether the Issuer proceeds in the same manner with other Noteholders with similar violations or missing of deadlines.</p> |
| <p>(4) Mit der Übertragung der Zum Umtausch angemeldeten Schuldverschreibungen gehen sämtliche mit diesen verbundene Ansprüche und sonstige Rechte auf die Emittentin über.</p> | <p>(4) With the transfer of the Notes Registered for Exchange, all claims and other rights connected with these shall pass to the Issuer.</p> |

**§ 10
LIEFERUNG DER NEUEN
SCHULDVERSCHREIBUNGEN**

- (1) Die Lieferung der Neuen Schuldverschreibungen sowie die Zahlung der Stückzinsen und des Zusatzbetrags für die Schuldverschreibungen 2013/2018, für die Umtauschaufträge erteilt und von der Emittentin angenommen wurden, erfolgt an Clearstream oder dessen Order zur Gutschrift auf die Konten der jeweiligen Kontoinhaber Zug um Zug gegen Übertragung der Schuldverschreibungen 2013/2018, für die Umtauschaufträge erteilt und von der Emittentin angenommen wurden, an die Emittentin. Die Lieferung findet voraussichtlich am 2. Oktober 2017 statt.
- (2) Die Gutschrift der Neuen Schuldverschreibungen, der Stückzinsen und des Zusatzbetrags erfolgt über die jeweilige depotführende Stelle der Anleihegläubiger.

**§ 11
GEWÄHRLEISTUNG DER
ANLEIHEGLÄUBIGER**

Jeder Anleihegläubiger, der einen Umtauschauftrag erteilt, sichert mit der Abgabe des Umtauschauftrages sowohl zum Ende der Umtauschfrist als auch zum Begebungstag zu, gewährleistet und verpflichtet sich gegenüber der Emittentin und der Abwicklungsstelle,

**§ 10
DELIVERY OF NEW NOTES**

- (1) The delivery of the New Notes and the payment of the Accrued Interest and the Additional Amount for the 2013/2018 Notes for which Exchange Orders have been issued and accepted by the Issuer shall be transferred to Clearstream or its order for credit to the accounts of the respective account holders, concurrently against the transfer of the 2013/2018 Notes, for which Exchange Orders have been issued and accepted by the Issuer, to the Issuer. Delivery is expected to take place on 2 October 2017.
- (2) The New Notes and the Accrued Interest and the Additional Amount shall be credited to the respective depository institution of the Noteholder.

**§ 11
WARRANTIES OF NOTEHOLDERS**

Each Noteholder who submits an Exchange Order will ensure both the end of the Exchange Period and the Issue Date by submitting the Exchange Order, and warrants and commits to the Issuer and the Settlement Agent that:

dass:

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| <p>(a) er die Umtauschbedingungen durchgelesen, verstanden und akzeptiert hat;</p> <p>(b) er auf Anfrage jedes weitere Dokument ausfertigt und aushändigen wird, das von der Abwicklungsstelle oder von der Emittentin für notwendig oder zweckmäßig erachtet wird, um den Umtausch oder die Abwicklung abzuschließen;</p> <p>(c) die Schuldverschreibungen 2013/2018, für die ein Umtauschauftrag erteilt wurde, in seinem Eigentum stehen und frei von Rechten und Ansprüchen Dritter sind; und</p> <p>(d) ihm bekannt ist, dass sich – von bestimmten Ausnahmen abgesehen – das Umtauschangebot nicht an Anleihegläubiger in den Vereinigten Staaten von Amerika, Kanada, Australien und Japan richtet und das Umtauschangebot nicht in diesen Staaten abgegeben werden darf, und er sich außerhalb dieser Staaten befindet.</p> | <p>(a) he has read, understood and accepted the Terms and Conditions of Exchange;</p> <p>(b) on request, issue and hand over any further document deemed necessary or appropriate by the Settlement Agent or the Issuer to complete the Exchange or settlement;</p> <p>(c) the 2013/2018 Notes for which an Exchange Order has been issued are under his ownership, are free of rights and claims of third parties; and</p> <p>(d) he is aware that - with the exception of certain exceptions - the Exchange Offer is not addressed to Noteholders in the United States of America, Canada, Australia and Japan, and the Exchange Offer shall not be issued in these States and that he is located outside these States.</p> |
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**§ 12
STEUERLICHE HINWEISE**

Die Veräußerung der Schuldverschreibungen 2013/2018 auf Basis der Teilnahme an dem Umtauschangebot kann u. U. zu einer Besteuerung eines etwaigen Veräußerungsgewinns führen. Es gelten die jeweils anwendbaren steuerrechtlichen Vorschriften. Je nach den persönlichen Verhältnissen eines Inhabers der Schuldverschreibungen 2013/2018 können ausländische steuerrechtliche Regelungen zur Anwendung kommen. Die Emittentin empfiehlt, sofern Unsicherheit über die Einschlägigkeit eines etwaigen steuerbaren Vorgangs vorliegt, vor Abgabe des Umtauschauftrags einen Steuerberater zu konsultieren.

**§ 13
VERÖFFENTLICHUNGEN, VERBREITUNG
DIESES DOKUMENTS, SONSTIGE HINWEISE**

- (1) Dieses Umtauschangebot wird auf der Webseite der Emittentin www.metalcorpgroup.com im Bereich „Anleihe“ sowie voraussichtlich am oder um den 29. August 2017 im Bundesanzeiger veröffentlicht.
- (2) Da die Versendung, Verteilung oder Verbreitung dieses Umtauschgebots an Dritte sowie die Annahme dieses Umtauschgebots außerhalb der Bundesrepublik Deutschland und dem Großherzogtum Luxemburg gesetzlichen Beschränkungen unterliegen kann, darf dieses Umtauschangebot weder unmittelbar noch mittelbar in anderen Ländern veröffentlicht, verbreitet oder weitergegeben werden, soweit dies nach den anwendbaren ausländischen Bestimmungen unter-

**§ 12
TAX NOTES**

The sale and transfer of the 2013/2018 Notes on the basis of the participation in the Exchange Offer may lead to a taxation of a possible capital gain from transfer. The applicable tax provisions apply. Depending on personal circumstances of a holder of the 2013/2018 Notes, foreign tax regulations may apply. The Issuer recommends that a tax consultant shall be consulted prior to submitting the Exchange Order if there is uncertainty as to the relevance of any taxable transaction.

**§ 13
PUBLICATIONS, DISTRIBUTION OF THIS
DOCUMENT, OTHER NOTES**

- (1) This Exchange Offer will be published on the Issuer's website www.metalcorpgroup.com under the heading "Bond" as well as in the German Federal Gazette presumably on or about 29 August 2017.
- (2) Since the conveyance, distribution or dissemination of this Exchange Offer to third parties and the acceptance of this Exchange Offer outside the Federal Republic of Germany and the Grand Duchy of Luxembourg are subject to legal restrictions, this Exchange Offer shall not be published, disseminated or distributed directly or indirectly in other countries, insofar as this is prohibited by applicable foreign regulations or is subject to compliance with official procedures or the granting of an authoriza-

sagt oder von der Einhaltung behördlicher Verfahren oder der Erteilung einer Genehmigung oder weiterer Voraussetzungen abhängig ist. Gelangen Personen außerhalb der Bundesrepublik Deutschland und dem Großherzogtum Luxemburg in den Besitz dieses Umtauschgebots oder wollen sie von dort aus das Umtauschgebot annehmen, werden sie gebeten, sich über etwaige außerhalb der Bundesrepublik Deutschland und dem Großherzogtum Luxemburg geltende Beschränkungen zu informieren und solche Beschränkungen einzuhalten. Die Emittentin übernimmt keine Gewähr dafür, dass die Weitergabe oder Versendung dieses Umtauschgebots oder die Annahme des Umtauschgebots außerhalb der Bundesrepublik Deutschland und dem Großherzogtum Luxemburg mit den jeweiligen ausländischen Vorschriften vereinbar ist. Unabhängig von den vorstehenden Ausführungen bezüglich der Versendung, Verteilung und Verbreitung dieses Umtauschgebots wird darauf hingewiesen, dass sich dieses Umtauschgebot an alle Inhaber der Schuldverschreibungen 2013/2018 richtet.

- (3) Die Emittentin wird das Ergebnis dieses Umtauschgebots auf ihrer Webseite www.metalcorpgroup.com im Bereich „Anleihe“ voraussichtlich am 29. September 2017 veröffentlichen.
- (4) Sämtliche Veröffentlichungen und sonstigen Mitteilungen der Emittentin im Zusammenhang mit dem Umtauschgebot erfolgen darüber hinaus, soweit nicht eine weitergehende Veröffentlichungspflicht besteht, ausschließlich auf der Webseite der Gesellschaft.

§ 14 ANWENDBARES RECHT

Diese Umtauschbedingungen, die jeweiligen Umtauschaufträge der Anleihegläubiger sowie alle vertraglichen und außervertraglichen Schuldverhältnisse, die sich aus oder im Zusammenhang damit ergeben, unterliegen deutschem Recht unter Ausschluss der Verweisungsnormen des deutschen internationalen Privatrechts.

§ 15 GERICHTSSTAND

Für alle Rechtsstreitigkeiten aus oder im Zusammenhang mit diesen Umtauschbedingungen, den jeweiligen Umtauschaufträgen der Anleihegläubiger sowie allen vertraglichen und außervertraglichen Schuldverhältnissen, die sich aus oder im Zusammenhang damit ergeben, ist, soweit rechtlich zulässig, ausschließlicher Gerichtsstand Frankfurt am Main.

tion or other conditions. If persons who are outside the Federal Republic of Germany and the Grand Duchy of Luxembourg attain in possession of this Exchange Offer or if they want to accept the Exchange Offer, they are requested to inform themselves about any restrictions applicable outside the Federal Republic of Germany and the Grand Duchy of Luxembourg and to comply with these restrictions. The Issuer does not warrant that the transfer or distribution of this Exchange Offer or the acceptance of the Exchange Offer outside the Federal Republic of Germany and the Grand Duchy of Luxembourg complies with the respective foreign regulations. Irrespective of the above, regarding the conveyance, distribution and dissemination of this Exchange Offer, it is pointed out that this Exchange offer is addressed to all holders of the 2013/2018 Notes.

- (3) The Issuer will publish the results of this Exchange Offer on its website www.metalcorpgroup.com under the heading “Bond” presumably on 29 September 2017.
- (4) All publications and other notices made by the Issuer in connection with the Exchange Offer shall be published exclusively on the company’s website, unless a further obligation to publish exists.

§ 14 APPLICABLE LAW

These Terms and Conditions of Exchange, the respective Exchange Offers of the Noteholders as well as any contractual and non-contractual obligation arising out of or in connection therewith are governed by German law to the exclusion of the reference provisions of German private international law.

§ 15 JURISDICTION

The courts of Frankfurt am Main, Germany have, to the extent permitted by law, exclusive jurisdiction to settle any dispute arising out of or in connection with this Terms and Conditions of Exchange, the respective Exchange Orders of the Noteholders as well as any contractual and non-contractual obligation arising out of or in connection therewith.

Risikohinweise und Hinweis auf Wertpapierprospekt

Den Inhabern der Schuldverschreibungen 2013/2018 wird empfohlen, vor der Entscheidung über die Abgabe eines Angebots bezogen auf den Umtausch ihrer Schuldverschreibungen 2013/2018 den Wertpapierprospekt der Emittentin vom 28. August 2017 ergänzt durch etwaige künftig veröffentlichte Nachträge (der „**Prospekt**“) aufmerksam zu lesen und insbesondere die im Abschnitt „**Risikofaktoren**“ beschriebenen Risiken bei ihrer Entscheidung zu berücksichtigen.

Der Prospekt, auf dessen Grundlage dieses Umtauschangebot erfolgt, wird auf der Webseite der Emittentin unter www.metalcorpgroup.com im Bereich „Anleihe“ und auf der Webseite der Luxemburger Börse (www.bourse.lu) veröffentlicht.

Risk notes and reference to securities prospectus

The holders of the 2013/2018 Notes are advised to pay attention to the prospectus of the Issuer dated 28 August 2017, supplemented by any prospectus published in the prospectus (the “**Prospectus**”), prior to the decision to tender with respect to the exchange of their 2013/2018 Notes and in particular, to take into account the risks described in the section “**Risk Factors**”.

The Prospectus on the basis of which this Exchange Offer is made will be published on the Issuer’s website www.metalcorpgroup.com under the heading “Bond” and on the website of the Luxembourg Stock Exchange (www.bourse.lu).

14 TAXATION

The following information is of a general nature only and solely for preliminary information purposes. It is a general description of the major tax consequences under German law, Dutch law and Luxembourg law as of the date of this Prospectus. It does not purport to be a comprehensive description of all tax considerations that might be relevant to an investment decision. Also, the following information does not claim to be a complete description of all potential tax considerations which might be important when making an investment decision. It may not include certain tax considerations which arise from rules of general application or are assumed to be generally known by Noteholders. This summary is based on the laws in force in Germany, the Netherlands and Luxembourg on the date of this Prospectus and is subject to any changes in law, court decisions, changes of the administrative practice or other changes that may be made after such date. The following information is neither intended to be, nor should be regarded as, legal or tax advice. Prospective Noteholders should consult their tax and legal advisors as to the particular legal consequences which may arise from the laws applicable to them.

14.1 Taxation of Noteholders in Germany

14.1.1 Income tax

Taxation of Noteholders resident in Germany holding their Notes as private assets

Taxation of interest income

Payments of interest on the Notes to Noteholders resident in Germany (i.e., Noteholders whose residence or habitual abode is in Germany) are subject to German income tax (plus a solidarity surcharge of 5.5% thereon) and, if applicable, church tax. Payments of interest on the Notes to individuals who are fully taxable in Germany are generally subject to a flat income tax (*Abgeltungssteuer*) at a rate of 25% (plus a solidarity surcharge of 5.5% thereon, resulting in a total tax charge of 26.375%). The total amount of capital income (*Einkünfte aus Kapitalvermögen*) of a taxpayer will be reduced by a lump sum saver's allowance (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 for married couples filing jointly) or registered partners (*eingetragene Lebenspartner*), respectively) in lieu of a deduction of the expenses actually incurred. Any further deduction of actually incurred income-related expenses is excluded.

If Notes are held in individual or collective safe custody for the Noteholder by a German credit institution, a German financial services institution (including German branches of a foreign institution (*inländische Zweigstelle*) or branch office of a foreign undertaking (*Zweigniederlassung eines ausländischen Unternehmens*)), a German investment firm or securities trading bank ("**German Custodian**"), the flat income tax at a rate of 25% for the Noteholder and the solidarity surcharge of 5.5% thereon plus church tax, if any, will be deducted as withholding tax and paid to the tax office by the German Custodian. The Issuer does not assume any responsibility for any amount to be withheld for tax levied on German Noteholders. Flat income tax will be deducted by the domestic securities clearing and deposit bank (*Wertpapierammelbank*) to the extent that such bank has been entrusted with the collective safe custody of the Notes and pays the flat income tax to a foreign entity.

For Noteholders who are subject to church tax and hold their Notes as private assets, church tax on capital gains, which are subject to flat income tax, is withheld automatically. This means that the members of a tax-charging religious community do not have to take any further steps in order to comply with their church tax obligations in connection with flat income tax. In preparation of the automatic deduction of church tax on flat income tax, all bodies obliged to withhold tax from capital gains will inquire the Noteholders' religious affiliation from the Federal Central Tax Office (*Bundeszentralamt für Steuern, BZSt*) once a year. On the basis of the information provided to the withholding bodies by the Federal Central Tax Office, the church tax attributable to the flat income tax is then withheld and paid to the tax office. If the Noteholder for whom the withholding body inquires information from the Federal Central Tax Office is not a member of a tax-charging religious community or if the Noteholder by way of a blocking notice (*Sperrvermerk*) has filed an objection to automated data retrieval, the Federal Central Tax Office will report a neutral "zero value" to the inquirer. In consequence of a zero value, a Noteholder being a member of a religious community is obliged – as also in case of an insufficient withholding of flat income tax – to report the interest received that are subject to church tax subsequently within the scope of their income tax return. In this case, church tax on interest income is imposed by assessment. Any church tax withheld is not deductible as special expenses (*Sonderausgaben*).

In general, no flat income tax is levied if the Noteholder is an individual (i) who does not hold the Notes as operating assets and (ii) who submits a tax exemption request (*Freistellungsauftrag*) to the German Custodian, but only to the extent the interest income derived from the Note together with all other capital income do not exceed the lump-sum

saver's allowance. Similarly, no withholding tax is deducted if it is to be assumed that the income is not subject to taxation and the Noteholder has submitted to the German Custodian a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) issued by the competent tax office. To the extent interest payments are not made through a domestic collective custodian, however, the aforementioned provisions cannot be taken into account when tax is deducted.

To the extent interest payments are not made through a German Custodian, the Noteholder is required to report the interest income in his income tax return. Also in this case, interest income is subject to flat income tax at a rate of 25% plus a solidarity surcharge of 5.5% thereon, plus church tax, if any.

The liability to pay flat income tax is generally discharged by way of withholding. In this case, the Noteholder is not subject to further taxation. The Noteholder can request that its interest income as well as any other capital income of one calendar year be taxed at the standard income tax rate (*tariflicher Einkommensteuersatz*) instead of the flat income tax rate for capital income (*gesonderter Einkommensteuertarif*) if this results in a lower (less than 25%) tax burden (*Günstigerprüfung*). In this case, the withheld flat income tax is set-off against the individual income tax of the Noteholder and any excess amount is reimbursed. The prohibition of the deduction of income-related expenses and the loss off-setting restrictions, i.e. any negative capital income (*Verluste aus Kapitalvermögen*) is, in principle, only off-settable against positive capital income, also applies in case of an assessment at the individual income tax rate of the Noteholder.

Taxation of capital gains

Capital gains from the disposal (sale or transfer) or redemption of Notes are subject to 25% flat income tax plus a 5.5% solidarity surcharge thereon, resulting in a total tax burden of 26.375% irrespective of the holding period of the Note plus church tax, if any. If the entitlement to interest payments is disposed of without the Note, the income from the sale of the entitlement to interest payments is taxable. The same applies if a Note is sold without the entitlement to interest payments.

Flat income tax, however, is – other than in case of the payment of interest – only withheld if the note is held in safe custody or managed for the Noteholder by a German Custodian. If the Notes are held in safe custody by a German Custodian, flat income tax will be levied on the difference between the sales price and the purchase price of the Notes, after deduction of any expenses which are directly connected with the sale and the acquisition costs of the Notes. The Issuer does not assume any responsibility for any amount to be withheld for tax levied on German Noteholders.

From the total capital income, only an annual lump sum saver's allowance in the amount of EUR 801, or EUR 1,602 for married couples filing jointly or registered partners (*eingetragene Lebenspartner*), respectively, can be deducted. Further expenses incurred in connection with capital gains are not deductible. Losses from a disposal of Notes can be off-set against gains from the sale of Notes and other positive capital income of the same or subsequent calendar years. Should no evidence on the acquisition data of the Notes be furnished (for example, as a result of a transfer of a custody account), withholding tax amounts to 30% of the proceeds from the disposal or redemption of the Notes plus any accrued interest received (alternative assessment basis (*Ersatzbemessungsgrundlage*)).

In principle, no flat income tax is withheld if the Noteholder is an individual who has submitted a tax exemption request (*Freistellungsauftrag*) up to the amount of the lump-sum saver's allowance to the domestic depository bank. However, this only applies to the extent the capital gains derived from the Notes, together with all other capital income, do not exceed the submitted tax exemption request. Moreover, no flat income tax is withheld if the domestic depository bank is provided with a corresponding certificate of non-assessment (*Nichtveranlagungsbescheinigung*) issued by the competent tax office. If the Notes are not held in safe custody by a German Custodian, taxation is effected by tax assessment procedure at a flat tax rate of 25% plus a solidarity surcharge of 5.5% thereon and plus church tax, if any.

As regards the deduction of church tax on capital gains from Notes of Noteholders who are liable to church tax, the principles set forth under "Taxation of interest income" above shall apply *mutatis mutandis*. The income tax liability arising from the disposal (sale or transfer) or redemption of the Notes is generally discharged by the withholding of flat income tax. If and to the extent flat income tax has not been levied, e.g. in case Notes are held in custody abroad or in case no domestic depository bank is involved in the sales process, the Noteholder is obliged to state any realized capital gains in his tax return and will, in principle, then also be subject to tax at a rate of 25% (plus solidarity surcharge and church tax, if any) on his income. If the flat income tax was calculated on the basis of the alternative assessment basis and the actually realized capital gains are higher, the Noteholder is, in principle, also obliged to state in his tax return the capital gains calculated on the basis of his actual acquisition costs. The Noteholder may request that its total capital income together with any other taxable income be taxed at the standard progressive income tax rate instead of the flat tax rate for capital income if this results in a lower tax burden for the Noteholder (*Günstigerprüfung*). In this case, the

flat income tax is set off against the individual income tax of the Noteholder and any excess amount will be reimbursed. The prohibition to deduct income-related expenses and the loss off-setting restrictions, i.e. any negative capital income is, in principle, only off-settable against positive capital income, also apply in case of an assessment at the individual income tax rate of the Noteholder.

Taxation of Notes held as business assets by Noteholders resident in Germany

Interest income and capital gains from the disposal of Notes held as operating assets by Noteholders resident in Germany, i.e. individuals having their domicile or habitual abode in Germany or legal persons having their registered office or place of management in Germany, (including income realised through commercial partnerships (*gewerbliche Personengesellschaften*)) are generally subject to German income tax or corporate income tax plus a solidarity surcharge of 5.5% thereon. Individuals may, in addition thereto, be subject to church tax. Interest income and capitals gains are also subject to trade tax when the Notes form part of the business assets of a German trade or business.

If the Notes are held in safe custody by a German Custodian, interest payments and capital gains from the disposal or redemption of the Notes are generally subject to withholding tax at a rate of 25% plus a solidarity surcharge of 5.5% thereon. In this case, however, the flat income tax does not discharge the income tax liability of the Noteholder, but is credited as advance payment against the Noteholder's liability to pay (corporate income) tax and solidarity surcharge and any excess amount is reimbursed, respectively. The Issuer does not assume any responsibility for any amount to be withheld for tax levied on Noteholders.

Capital gains from a disposal (sale or transfer) or redemption of the Notes will generally not be subject to withholding tax (i) if the Notes are held as business assets by a corporation, which is unlimited subject to income taxation in Germany, and (ii) if the Notes are held as business assets of a sole proprietor or partnership and the Noteholder provides due evidence to this effect to the body effecting the payment in the officially required form. An exemption from the deduction of withholding tax is also possible upon request, if a certificate of non-assessment (*Nichtveranlagungsbescheinigung*) is provided by the Noteholder or if the amount of withholding tax would be permanently higher than the total amount of corporate income tax or income tax.

Taxation of Notes held by Noteholders not resident in Germany

Interest and other capital income are generally not subject to tax in Germany if realized by Noteholders not resident in Germany, unless such income qualifies as domestic income. Interest and capital income that qualify as domestic income may be subject to German taxation. Domestic income may be considered in case of interest income if it is secured by mortgages on German property or is considered as profit-related income (should not be applicable in the present case), in case of capital gains from the disposal of Notes only if the Notes were held as operating assets, e.g., because it forms part of a German business or of a permanent establishment in Germany. Noteholders are not resident in Germany if they have neither their residence nor their habitual abode or registered office or place of management in Germany.

If the interest and capital income is subject to German taxation and the notes are held in safe custody by a German Custodian, the interest and capital income are generally subject to German withholding tax as described above in section "Taxation - Taxation of Noteholders - Income tax - Taxation of Noteholders resident in Germany holding their Notes as private assets" or "Taxation of Noteholders resident in Germany holding their Notes as operating assets".

In case of those foreign Noteholders who do not hold the Notes as operating assets of a domestic business establishment or permanent establishment or as operative assets for which a permanent representative is appointed in Germany, the tax burden in Germany is deemed discharged by the withholding of flat income tax on interest (subject to a claim for full or partial reimbursement of any tax so withheld); insofar the above provisions applying to Noteholders domiciled in Germany apply *mutatis mutandis*.

For foreign Noteholders holding the Notes as operating assets, the above provisions applying to Noteholders domiciled in Germany apply *mutatis mutandis*.

For capital gains from the disposal or redemption of the Notes, flat income tax is not levied if the capital gain qualifies as business income from a domestic business and the Noteholder provides due evidence to the body effecting the payment in officially required form accordingly.

Upon request, foreign corporate bodies may be reimbursed for two fifths of the flat income tax on interest withheld and paid. For interest paid to a company domiciled in a member state of the European Union within the meaning of Annex 3 of the German Income Tax Act (*Einkommensteuergesetz* – "EStG") in conjunction with Section 50g EStG and the

“Interest and Royalties Directive” (Council Directive 2003/49/EC of June 3, 2003) or to a person domiciled in a state with which the Federal Republic of Germany has entered into a double taxation treaty, flat income tax may, upon request, not or only partially be withheld, or withheld flat income tax may be refunded, if further prerequisites are met.

Apart from that, the following provisions apply to interest payments to Noteholders domiciled abroad: If the Federal Republic of Germany entered into a double taxation treaty with the country of residence of the Noteholder and if the Noteholder holds its Notes neither as assets of a business establishment or permanent establishment in Germany nor as operating assets for which a permanent representative in Germany has been appointed, which is regarded as a business establishment according to the provisions of the applicable double taxation treaty, German tax may be reduced in accordance with the applicable double taxation treaty. A tax reduction is, in principle, granted in such manner that the difference between the total amount withheld for flat income tax, including solidarity surcharge, and the maximum tax rate permitted under the applicable double taxation treaty (usually 15%) is refunded by the German fiscal authorities upon request. Forms for the refund procedure may be obtained from the Federal Central Tax Office (BZSt.), An der K ppe 1, 53225 Bonn) and the German embassies and consulates or downloaded from the website of the Federal Central Tax Office under www.bzst.bund.de.

14.1.2 Gift and inheritance tax

Such part of the enrichment obtained by an acquisition of the Notes by reason of death or in the form of a gift *inter vivos*, which exceeds the respective allowances, is generally subject to German inheritance or gift tax, provided that the decedent at the time of his death, the donor when making the gift, or the acquirer when the tax is incurred has its residence, habitual abode, registered office or management in Germany.

Should a double taxation treaty be in effect in the individual case, however, German taxation provisions may be restricted thereby.

The transfer of the Notes is not subject to inheritance or gift tax in Germany, if, in case of an inheritance, neither the decedent nor the beneficiary, or, in case of a gift, neither the donor nor the donee, is tax-resident in Germany and the Notes do not form part of the business assets of a permanent establishment in Germany and no permanent representative has been appointed in Germany. Exemptions apply to certain German citizens who live abroad and former German citizens.

14.1.3 Other taxes

In principle, no other taxes, such as capital transfer tax, VAT or similar taxes, are payable in Germany in connection with a purchase, disposal or other form of transfer of Notes. Wealth tax (*Vermögenssteuer*) is currently not imposed in Germany.

14.1.4 EU Savings Directive

Pursuant to Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments (“**EU Savings Directive**”), each EU Member State is required to provide the competent authorities of another EU Member State with detailed information about the payment of interest and similar income through a paying agent (with- in the meaning of such Directive) established within its territory, if the beneficial owner of such amounts is resident in another Member State.

14.2 Taxation of Noteholders in the Netherlands

The following information is of a general nature only and solely for preliminary information purposes. It is a general description of the major tax consequences under Dutch law as of the date of this Prospectus. It does not purport to be a comprehensive description of all Dutch tax considerations that might be relevant to an investment decision or to all categories of investors, some which (such as Noteholders that are subject to taxation in Bonaire, St. Eustatius and Saba) may be subject to special rules. It may not include certain tax considerations which arise from rules of general application or are assumed to be generally known by Noteholders. This summary is based on the laws in force in the Netherlands on the date of this Prospectus and is subject to any changes in law, court decisions, changes of the administrative practice or other changes that may be made after such date. The Netherlands means the part of the Kingdom of the Netherlands that is located in Europe. The following information is neither intended to be, nor should be regarded as, legal or tax advice. Prospective Noteholders should consult their tax and legal advisors as to the particular legal consequences which may arise from the laws applicable to them.

14.2.1 Withholding tax

All payments made by the Issuer under the Notes can be made free of withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority of or in the Netherlands.

14.2.2 Taxation of interest income and capital gains

The summary in this section does not describe the Dutch tax consequences for:

- Noteholders if such holders, and in the case of individuals, his/her partner or certain of their relatives by blood or marriage in the direct line (including foster children) have a substantial interest or a deemed substantial interest in the Issuer as defined in the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*). Generally, a holder of securities in a company is considered to hold a substantial interest in such company, if such holder, alone or, in case of individuals, together with his/her partner (as defined in the Dutch Income Tax Act 2001), directly or indirectly, holds (i) an interest of 5% or more of the total issued and outstanding capital of that company or of 5% or more of the issued and outstanding capital of a certain class of shares of that company; or (ii) holds rights to acquire, directly or indirectly, such interest; or (iii) holds certain profit sharing rights in that company that relate to 5% or more of the company's annual profits and/or to 5% or more of the company's liquidation proceeds. A deemed substantial profit exists if a substantial interest (or part thereof) in a company has been disposed of, or is deemed to have been disposed of, on a non-recognition basis;
- pension funds, investment institutions (*fiscale beleggingsinstelling*), exempt investment institutions (*vrijgestelde beleggingsinstelling*) as defined in the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*) and other entities that are exempt from Dutch corporate income tax; and
- Noteholders who receive or have received the Notes as employment income, deemed employment income or receive benefits from the Notes as a remuneration or deemed remuneration for activities performed by such holders of certain individuals related to such holders (as defined in the Dutch Income Tax Act 2001).

Residents of the Netherlands

Generally, if a Noteholder is an entity that is a resident or deemed to be resident of the Netherlands for Dutch corporate income tax purposes, any payment under the Notes or any gain or loss realized on the disposal or deemed disposal of the Notes, is subject to Dutch corporate income tax at a rate of 25% (a rate of 20% applies with respect to taxable profits up to €200,000).

If a Noteholder is an individual, resident or deemed to be resident of the Netherlands for Dutch income tax purposes, any payment under the Notes or any gain realized on the disposal or deemed disposal of the Notes is taxable at the progressive income tax rates (with a maximum of 52%), if:

- (a) the Notes are attributable to an enterprise from which the Noteholder derives a share of the profit, whether as an entrepreneur or as a person who has a co-entitlement to the net worth of such enterprise; or
- (b) the Noteholder is considered to perform activities with respect to the Notes that go beyond ordinary asset management (*normaal actief vermogensbeheer*) or derives benefits from the Notes that are (otherwise) taxable as benefits from other activities (*resultaat uit overige werkzaamheden*).

If the above-mentioned conditions (a) and (b) do not apply to the individual Noteholder, such holder will be taxed annually on a deemed income of his/her net investment assets for the year at a tax rate of 30%. The Notes are included as investment assets. An actual gain or loss in respect of the Notes is as such not subject to Dutch income tax. The net investment assets for the year is the fair market value of the investment assets less the qualifying liabilities on 1 January of the relevant calendar year, less a tax-free allowance (for 2017: €25,000 per individual and €50,000 for an individual together with his/her fiscal partner). The deemed income is calculated using the following table, in which it is assumed that an individual can make a higher return if he/she has more assets. The table reflects the rates for 2018 (first reference date) and the expected rates for 2019 in italic.

Bracket	Tax basis after deduction of the tax-free allowance	Percentage 1.63% (2019: 0.89%)	Percentage 5.39% (2019: 5.33%)	Average percentage
1	Up to and including €75,000	67%	33%	2.871% (2019: 2.355%)
2	As from €75,001 up to and including €975,000	21%	79%	4.600% (2019: 4.398%)
3	As from €975,001	0%	100%	5.390% (2019: 5.330%)

Non-residents of the Netherlands

A Noteholder that is neither a resident nor deemed to be a resident of the Netherlands (and, if such holder is an individual, such holder not made an election to be taxed as a resident of the Netherlands for Dutch tax purposes), will not be subject to Dutch taxes on income or capital gains in respect of any payment under the Notes or in respect of any gain or loss realized on the disposal or deemed disposal or redemption of the Notes, provided that:

- (a) the Noteholder does not have an enterprise or an interest in an enterprise (as defined in the Dutch Income Tax Act 2001 and the Dutch Corporate Income Tax Act 1969) which is, in whole or in part, either effectively managed in the Netherlands or carried on through a (deemed) permanent establishment, or a permanent representative in the Netherlands and to which enterprise or part of an enterprise the Notes are attributable; and
- (b) the Noteholder is not an individual who derives any income or gain from the Notes which income or gain otherwise qualifies as income from miscellaneous activities (*resultaat uit overige werkzaamheden*) in the Netherlands as defined in the Netherlands Income Tax Act 2001.

14.2.3 Gift, estate and inheritance taxes

No Dutch gift, estate or inheritance taxes will arise on the occasion of the acquisition of a Note by way of gift by, or on the death of, a Noteholder who is neither resident nor deemed to be resident in the Netherlands, unless:

- (a) in the case of gift of a Note by any individual who, at the date of gift, was neither a resident nor deemed to be a resident in the Netherlands, such individual dies within 180 days after the date of gift, while being resident or deemed resident in the Netherlands; or
- (b) the transfer of a Note is otherwise construed as a gift or inheritance made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in the Netherlands.

For purposes of the above, a gift of a Note made under a condition precedent is deemed to be made at the time the condition precedent is satisfied.

14.2.4 Other taxes and duties

No Dutch registration tax, transfer tax, stamp duty or any other similar tax or duty is by the Issuer or the Noteholder by reason only of the issue, acquisition or transfer of the Notes.

14.3 Taxation of Noteholders in Luxembourg

The following information is of a general nature only. It is a general description of the major tax consequences under Luxembourg law as of the date of this Prospectus. It does not purport to be a comprehensive description of all tax considerations that might be relevant to an investment decision. Certain tax considerations may not be included as they arise from general principles of law or are assumed to be generally known by Noteholders. This summary is based on

the laws in force in Luxembourg on the date of this Prospectus and is subject to any changes in law, court decisions, changes of the administrative practice or other changes that may be made after such date and that could have a retroactive effect.

The following information is neither intended to be, nor should be regarded as, legal or tax advice. Prospective Noteholders should consult their tax and legal advisors as to the particular legal consequences which may arise from the laws applicable to them.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax purposes only. Any reference to a tax, duty, levy, impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. A reference to Luxembourg income tax, in general, encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), solidarity surcharge (*contribution au fonds pour l'emploi*) and personal income tax (*impôt sur le revenu*). Investors may also be subject to net worth tax (*impôt sur la fortune*) as well as other taxes and duties. Corporate income tax, trade tax and solidarity surcharge are, in principle, payable by most taxable legal entities. Individuals are, in general, subject to income tax and solidarity surcharge. Under certain circumstances, individuals may also be subject to municipal business tax if they act in the course of the management of a professional or business undertaking.

14.3.1 Withholding tax

Under the Luxembourg law dated December 23, 2005 as amended (hereafter, the “**Law**”), a 20 per cent Luxembourg withholding tax is levied on interest payments or similar income made by Luxembourg paying agents to (or for the benefit of) Luxembourg individual residents that are beneficial owners of such payments. This withholding tax also applies on accrued interest received upon disposal, redemption or repurchase of the Notes. Such withholding tax will be in full discharge of income tax if the beneficial owner is a Luxembourg resident individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of tax in application of the Law is assumed by the Luxembourg paying agent within the meaning of the Law.

Further, pursuant to the Law, Luxembourg resident individuals acting in the course of the management of their private wealth, who are the beneficial owners of interest payments and other similar income made by a paying agent established outside Luxembourg in a Member State of the European Union or of the European Economic Area or in a jurisdiction having concluded an agreement with Luxembourg in connection with the Council Directive 2003/48/EC on taxation of savings income in the form of interest payments, as amended, may opt for a final 20 per cent levy. In such case, the 20 per cent levy is calculated on the same amounts as for the payments made by Luxembourg resident paying agents. The option for the 20 per cent levy must cover all interest payments made by the paying agent to the Luxembourg resident beneficial owner during the entire civil year.

14.3.2 Taxation of the Noteholders

Tax residence of Noteholders

Noteholders do not become resident, nor are they deemed to be resident, in Luxembourg only by reason of the execution, performance, delivery and/or enforcement of the Notes unless the Noteholder has either a permanent establishment or a permanent representative in Luxembourg or a fixed place of business to which or whom the notes are attributable.

Income tax

For the purposes of the following section, a disposal may include a sale, an exchange, a contribution, a redemption and any other kind of transfer of the Notes.

Luxembourg resident individuals

A resident individual acting in the course of the management of a professional or business undertaking must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realized on the sale or disposal, in any form whatsoever, of the notes, in its taxable income for Luxembourg income tax assessment purposes. Any tax withheld in virtue of the Law (if any at all) shall be credited against his final tax liability.

A resident individual holder of the Notes acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax in respect of interest received, redemption premiums or issue discounts under the Notes except

if tax has been levied on such payments in accordance with the Law, in which case no additional tax is due in this respect.

A gain realized by an individual Noteholder, acting in the course of the management of his/her private wealth, upon the sale or disposal, in any form whatsoever, of the Notes is not subject to Luxembourg income tax, provided this sale or disposal took place more than 6 months after the Notes were acquired. The portion of such gain corresponding to any accrued but unpaid interest income is subject to Luxembourg income tax.

Luxembourg resident corporate Noteholders

Luxembourg resident corporate Noteholders (that are not tax exempt – see below) must include any interest received or accrued, as well as any gain realised on the disposal of the Notes, in their taxable income for Luxembourg income tax assessment purposes, whereby in such case a taxable capital gain is the difference between the sales proceeds (including accrued but unpaid interest) and the lower of the cost or book value of the Notes.

Luxembourg resident corporate Noteholders benefiting from a special tax regime

Noteholders, which are (i) family wealth management companies governed to the law of 11 May 2007 (as amended), or (ii) undertakings for collective investment governed by the law of 17 December 2010 (as amended), or (iii) specialised investment funds governed by the law of 13 February 2007 (as amended) or (iv) a company governed by the law of 23 July 2016 on reserved alternative investment funds not having elected for the regime of investment company in risk capital as referred to in the law of 15 June 2004 on venture capital vehicles (as amended) are exempt from corporate income tax in Luxembourg. Interest, paid or accrued on the Notes by these Noteholders, as well as gains realised thereon are thus not subject to Luxembourg income tax in their hands.

Non-resident Noteholders

Non-resident Noteholders, who have neither a permanent establishment nor a permanent representative in Luxembourg to which the Notes are attributable, are not liable to any Luxembourg income tax on interest received or accrued on the Notes, or on capital gains realised on the disposal of the Notes.

Non-resident Noteholders, who have a permanent establishment or a permanent representative in Luxembourg to which the Notes are attributable, must include any interest accrued or received, as well as any gain realised on the disposal of the Notes, in their taxable income for Luxembourg tax assessment purposes whereby in such case a taxable capital gain is the difference between the sales proceeds (including accrued but unpaid interest) and the lower of the cost or book value of the Notes.

Net wealth tax

An individual holder of notes, whether he/she is resident of Luxembourg or not, is not subject to Luxembourg wealth tax on such notes.

A corporate holder of notes is not subject to Luxembourg wealth tax on such notes, except if:

- (a) such holder is, or is deemed to be, resident in Luxembourg for the purpose of the relevant provisions, except if such holder is governed (i) by the law of 11 May 2007 on family estate management companies (as amended), or (ii) by the law of 17 December 2010 on undertakings for collective investment (as amended), or (iii) by the law of 13 February 2007 on specialized investment funds (as amended), or (iv) is a securitization company governed by the law of 22 March 2004 on securitization (as amended), or (v) is a capital company governed by the law of 15 June 2004 on venture capital vehicles (as amended), or (vi) by the law of 23 July 2016 on reserved alternative investment funds.
- (b) such notes are attributable to an enterprise or part thereof which is carried on through a permanent establishment or a permanent representative or a fixed place of business in Luxembourg.

Notwithstanding the provisions above, entities mentioned under sub-paragraphs (iv) and (v) (i.e. securitization companies governed by the law of 22 March 2004 on securitization (as amended) and capital companies governed by the law

of 15 June 2004 on venture capital vehicles (as amended)) and reserved alternative investment funds having elected for the regime of investment company in risk capital as referred to in the law of 15 June 2004 on venture capital vehicles (as amended) might however be subject to the minimum annual net wealth tax charge.

Other taxes

Registration tax and stamp duty

There is no Luxembourg registration tax, stamp duty or any other similar tax or duty payable in Luxembourg by the holders of the Notes as a consequence of the issuance of the Notes, nor will any of these taxes be payable as a consequence of a subsequent transfer or redemption of the Notes provided that the relevant issue or transfer or redemption agreement is not registered in Luxembourg.

Gift and inheritance tax

No estate or inheritance taxes are levied on the transfer of the Notes, upon death of a Noteholder, in cases where the deceased was not a resident of Luxembourg for inheritance tax purposes. Gift tax may be due on a gift or donation of the Notes, if the gift is embodied in a Luxembourg notarial deed or otherwise registered in Luxembourg.

Automatic exchange of information

The European Union Savings Directive (Council Directive 2003/48/EC) has been repealed as from 1 January 2016 to prevent overlap with a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the Field of Taxation as amended by Council Directive 2014/107/EU (“**DAC II**”). DAC II establishes the Common Reporting Standard (“**CRS**”) and extends the automatic exchange of information. Relationships with non-EU countries are ruled by means of multilateral agreements. Luxembourg, as a European Union Member State, has implemented DAC II and CRS in its national legislation by the Law of 18 December 2015. This law is in force since 1 January 2016.

The CRS requires Luxembourg financial institutions to collect and report to the Luxembourg tax authorities’ information on financial accounts held directly or indirectly, by account holders that are tax residents in a CRS jurisdiction. The Luxembourg tax authorities will in turn communicate this information to the tax authorities in the country or countries in which each account holder is tax resident.

15 GLOSSARY

Aggregate Principal Amount	The aggregate principal amount of the Notes
BaFin	<i>Bundesanstalt für Finanzdienstleistungsaufsicht</i> , the German Federal Financial Supervisory Authority
Billets	Billets are semi-finished long steel products with a square cross section. Use: Billets are used to produce numerous long steel products by rolling or forging into other shapes such as concrete reinforcing bars, merchant bars, structural sections or wire rod.
Clearstream	Clearstream Banking Aktiengesellschaft
Code	The German Corporate Governance Code
Coking Coal	Coking coal is low-ash, low-sulphur bituminous coal suitable for the production of coke. It is also known as metallurgical coal. Use: It is used to produce metallurgical coke by baking in a vacuum oven until the volatile constituents are driven off and the fixed carbon and residual ash are fused together in a process called destructive distillation or coking.
Cold Rolled Coils, Sheets and Strips	Cold rolled coils are produced from re-rolling hot rolled coils under heat lower than re-crystallization temperature into thicknesses down to 0.2mm. This process improves the strength of the steel up to 20%. It also improves the surface finish and permits a tighter control of tolerances. Use: Common uses are tube and pipe making, white goods manufacturing, cutting to length and further processing by galvanizing and coating into higher value products. Higher grades of cold rolled coils are used for automotive applications.
CSSF	<i>Commission de Surveillance du Secteur Financier</i> , the Luxembourg Commission for the Supervision of the Financial Sector
Direct Reduced Iron	Direct Reduced Iron (DRI) is a metallic material produced from direct reduction-oxidation of iron ore using a reducing gas (a chemical transformation process that removes Oxygen and Carbon without reaching the melting point of iron). It usually contains between 90 and 94% total iron and low amounts of residuals. Use: It is used in the production of steel, primarily in electric arc furnace mini-mills to increase their efficiency, among other advantages, by diluting the impurities contained in the scrap metal used in this process.
External Data	Data used in this prospectus taken from industry reports, market research reports, publicly available information and commercial publications
Global Note	Each of the Temporary Global Note and the Permanent Global Note
Group Financial Statements	Financial statements of the Issuer as at and for the financial years ended 31 December 2016 and 2015
Hot Briquetted Iron	Hot Briquetted Iron (HBI) is a premium form of Direct Reduced Iron that has been compacted to a density of over 5.000 kilograms per cubic meter. Use: Designed for ease of shipping, handling, and storage, it is used in steel-making as a substitute for higher priced scrap metal.

Hot Rolled Plates	Flat rectangular steel products produced from slabs, with thicknesses from 5 - 150 mm. Use: Plates are used in shipbuilding, in the production of pressure equipment and vessels such as boilers, as well as in engineering, construction applications and large pipelines.
Hot Rolled Coils, Sheets and Strips	Hot rolled coils are produced from slabs that are re-rolled at above recrystallization temperature to produce a thinner sheet (between 1 and 20 mm). This long steel sheet can be bound in coil form, cut-to-length or slit into narrower strips to give it the desired shape. Use: Tube makers bend and weld the steel coil, sheet or strip to produce tubes for a variety of applications. Hot rolled products are also feedstock for upstream processing into higher value industrial products. They can be modified at cold rolling mills or by applying different coatings.
Interest Payment Date	2 October of each year during the Interest Period
Interest Period	The period from the Issue Date (inclusive) up to the first Interest Payment Date (exclusive) and thereafter as from any Interest Payment Date (inclusive) up to the next following Interest Payment Date.
Iron Ore	Iron ore comes in the form of rocks and minerals from which Iron (Fe) can be economically recovered. It is the primary raw material in the production of pig iron and subsequently steel. Raw iron ore can be transformed into “pellets” in a process that combines agglomeration and thermal treatment. The objective is to give the ore specific sizing and hardness properties that will be maintained during its transportation and use as feed in a blast furnace or Direct Reduction plant. Use: Metallurgical coke, iron ore fines or pellets and limestone are fed into a blast furnace to produce pig iron.
Issuer	Metalcorp Group B.V.
Issue Date	2 October 2017
JORC	Joint Ore Reserves Committee
LME	London Metal Exchange
Merchant Bars and Profiles	Profiles and merchant bars are billet-derived structures that come in different shapes and sizes. Round bars but also squares, angles and channels all enter in this category. Use: Merchant bars and profiles are used in fabrication and engineering applications and can also be further processed into a wide range of steel and steel-containing structures.
Metallurgical Coke	Coke is a gray solid carbonaceous product with porous structure and very high caloric content derived from coking coal. Use: Coke is used both as a source of energy and as a reducing agent in the production of pig iron. Because of its high and stable burning temperature, its high crushing strength and its properties as a chemical reducing agent, it is a key element in the production of Iron and Steel. 90% percent of all coke produced is used in this industry.
MiFiD	European Union Directive 2004/39
Notes	EUR 1,000 partial notes issued by the Issuer due 2 October 2022
Offer	The Issuer’s offer of the Notes
Paying Agent	Bankhaus Neelmeyer Aktiengesellschaft, registered in the commercial register kept with the local court (<i>Amtsgericht</i>) Bremen registration num-

ber HRB 4425 HB with business address at Am Markt 14-16, 28195 Bremen.

Permanent Global Note	A permanent note by which the Notes represented by the Temporary Global Note will be exchanged
Pig Iron	Pig Iron is the solidified product of smelting iron ore and an interdiatraw material in the production of steel for which it requires further refining to reduce its content in Carbon and other impurities. Use: Pig Iron is remelted in a basic oxygen furnace or electric-arc furnace into liquid form and refined by burning off excess carbon and other impurities and adjusting the alloy composition to produce steel.
Pre-Painted and Galvanized Products	Hot-dip galvanizing is the process of coating steel with a thin layer of zinc by passing the metal through a bath of molten zinc. The zinc coating prevents oxidation of the protected metal, as it increases its corrosion resistance, contributing to its longevity. Use: Galvanized steel is widely used in applications where rust resistance is needed, and can be identified by the crystallization patterning on the surface usually called a “spangle”. Common uses for galvanized steel are roofing and walling, safety barriers, handrails, consumer appliances and automotive body parts. The galvanized steel coils and sheets can also be painted to offer further corrosion protection and provide the material different colors as various applications may require.
Private Placement	A private placement by the Notes to qualified investors in Germany and certain other countries
Prospectus	This document
Public Offer	The Public Offer of the Notes in Germany, Luxembourg, and the Netherlands
Redemption Date	2 October 2022
Reinforcing Bar	Reinforcing bars or “re-bars” are long round products formed from billets. They have surface deformations in the form of ridges for a very specific use. Use: Reinforcing bars improve mechanical anchoring and increase tensile strength when used as reinforcement in concrete structures.
SchVG	<i>Schuldverschreibungsgesetz</i> , German Bond Act
Structural Sections	Structural or heavy sections are beams and profiles of a specific cross-section, usually in the shape of an I, H, or U. The dimensions of the flanges will vary but they are generally symmetrical and of equal width. Use: Structural sections are used for the construction of large structures such as bridges, high-rise buildings and heavy machinery.
Slabs	Slabs are flat rectangular semi-finished solid steel products from 160 mm thickness and above. Use: Slabs are used for the production of heavy machinery or for hot rolling into other thinner flat products such as plates and coils.
Subscription Functionality	A trading system on the Frankfurt Stock Exchange for the collection and settlement of subscription offers
Temporary Global Note	A temporary global bearer note by which the Notes will be initially represented.

Terms and Conditions	Terms and conditions of the Notes
U.S. Securities Act	U.S. Securities Act of 1933, as amended
UNCITRAL	United Nations Commission on International Trade Law
Wire Rod	Wire rod is made from steel billets in a hot rolling process to produce thin diameters that are delivered in the form of coils. Use: There are many uses for steel wire rod and they depend mainly on the base grade of steel and its drawability to undergo further transformation. From wire mesh and fences to fasteners and tools, to medium and high carbon steel for wire strands and cords for pre-stressed concrete.
Xetra	The trading system on the Frankfurt Stock Exchange

16 RECENT DEVELOPMENTS AND PROSPECTS

In the first six month of the business year 2017, revenue was EUR 312,888 compared to EUR 208,998 in the first six month of the business year 2016 reflecting the increased activity due to the expansion of the ferrous trading team. Furthermore, the multi-year offtake agreements for non-ferrous trading in specific market segments such as ferrochrome is continuing to grow despite lower market prices. On the production side, the aluminium production has grown both organically via BAGR as well as a result of acquisitions (Stockach) (*see for more details regarding BAGR and Stockach section 8.4.1 “Non-Ferrous Division”*). A corresponding increase in the nominal gross profit has been realised, as it increased from EUR 12,971 in the first half of 2016 to EUR 20,393 in the first half of 2017. The operating profit, i.e. earnings before interest and taxes (EBIT), amounts to EUR 12.9 million in the first six months of 2017.

The solvency (total group equity divided by the balance sheet total) is 31.5% as at 30 June 2017 and is lower than usual due to the launch of the 2017/2022 Notes which led to a cash balance of EUR 54 million with a corresponding effect in the long-term liabilities as the repayment of the 2013/2018 Notes has not taken place yet (*see for more details regarding the 2013/2018 Notes section 8.8.1 “Financing Agreements ” – “Financial agreements regarding long-term liabilities”*). Technically, the liability is included in the solvency calculation, but without this technical effect, the solvency rate is 36,1%. Furthermore, trade finance is utilised to finance the deals of the trading division and lead to a corresponding increase in inventory and accounts receivables, which are both pledged to the trade finance banks. When receivables are paid by our customers, the Issuer receives the profit made on these deals and the trade finance facility is repaid. The solvency excluding self-liquidating trade finance is 43,6% as at 30 June 2017.

Overall, the Issuer will further explore and develop niche markets as well as in the ferrous and non-ferrous area of products. Furthermore, the Issuer will continue to explore distressed assets that become available due to the market circumstances. A major contribution is expected from the Issuer’s industrial activities in the production of aluminium, copper granulates and the pipe and tube plant. The Issuer will continue to further develop the synergies between the different divisions and its global network. The long-term financing and short term bank facilities are in place and the relationships with these banks will be maintained. In order to further grow the trading activities, additional trade finance capacity is being developed with the METALCORPGROUP’s current and new banking relationships.

As over the last years, the Issuer will ensure that the organisation remains lean in terms of headcount and expects a further increase only when the growth in the Issuer’s activities requires so.