Prospectus dated 6 December 2021

NGE

(a *société par actions simplifiée* incorporated in France)

€35,000,000 3.200 per cent. Sustainability-Linked Notes due 8 December 2028
Issue Price: 100 per cent.

and

€115,000,000 3.400 per cent. Sustainability-Linked Notes due 8 December 2029
Issue Price: 100 per cent.

The €35,000,000 3.200 per cent. Sustainability-Linked Notes due 8 December 2028 (the "**2028 Notes**") and the €115,000,000 3.400 per cent. Sustainability-Linked Notes due 8 December 2029 (the "**2029 Notes**" and, together with the 2028 Notes, the "**Sustainability-Linked Notes**" or the "**Notes**") of NGE ("**NGE**" or the "**Issuer**") will be issued on 8 December 2021 (the "**Issue Date**").

Subject to the potential interest rate adjustment described below, interest on the 2028 Notes will accrue from, and including, the Issue Date at the rate of 3.200 per cent. *per annum*, payable annually in arrear on 8 December in each year, and for the first time on 8 December 2022 for the period from, and including, the Issue Date to, but excluding, 8 December 2022.

Subject to the potential interest rate adjustment described below, interest on the 2029 Notes will accrue from, and including, the Issue Date at the rate of 3.400 per cent. *per annum*, payable annually in arrear on 8 December in each year, and for the first time on 8 December 2022 for the period from, and including, the Issue Date to, but excluding, 8 December 2022.

The interest rate adjustment in respect of the Notes depends on the achievement by the Issuer of three (3) Sustainable Performance Targets based on the Group's carbon emissions, Accident Frequency Rate and number of women hired among building site managers (see "Terms and Conditions of the 2028 Notes – Rate of Interest" and "Terms and Conditions of the 2029 Notes – Rate of Interest").

Unless previously redeemed or purchased and cancelled, the 2028 Notes will be redeemed at their Principal Amount on their maturity date in accordance with the terms and conditions of the 2028 Notes. The 2028 Notes may, and in certain circumstances shall, be redeemed before their maturity date, in whole but not in part, at their Principal Amount, together with any accrued and unpaid interest, in the event that certain French taxes are imposed (see "Terms and Conditions of the 2028 Notes – Redemption and purchase – Redemption for taxation reasons"). The 2028 Notes may also be redeemed, in whole but not in part, (i) at any time prior to 8 December 2024 (excluded), on the Make Whole Redemption Date, at their Make Whole Redemption Amount (see "Terms and Conditions of the 2028 Notes – Redemption and purchase – Redemption at the option of the Issuer – Early redemption at the Make Whole Redemption Amount"); (ii) at any time from 8 December 2024 to 7 December 2027 (both dates inclusive), at their Principal Amount, together with any accrued and unpaid interest and a flat fee (see "Terms and Conditions of the 2028 Notes – Redemption and purchase – Redemption at the option of the Issuer – Early redemption with a flat fee"); and (iii) on any date from 8 December 2027 (included), at their Principal Amount, together with any accrued and unpaid interest (see "Terms and Conditions of the 2028 Notes – Redemption and purchase – Redemption at the option of the Issuer – Residual maturity call option"). In addition, each holder of 2028 Notes will have the option, in the event of a Change of Control, to require the Issuer to redeem, or, at the Issuer's option, to procure the purchase of, all or part of the 2028 Notes held by such holder, at their Principal Amount together with (or, where purchased, together with an amount equal to) any accrued and unpaid interest (see "Terms and Conditions of the 2028 Notes – Redemption and purchase – Redemption at the option of the Noteholders").

Unless previously redeemed or purchased and cancelled, the 2029 Notes will be redeemed at their Principal Amount on their maturity date in accordance with the terms and conditions of the 2029 Notes. The 2029 Notes may, and in certain circumstances shall, be redeemed before their maturity date, in whole but not in part, at their Principal Amount, together with any accrued and unpaid interest, in the event that certain French taxes are imposed (see "Terms and Conditions of the 2029 Notes – Redemption and purchase – Redemption for taxation reasons"). The 2029 Notes may also be redeemed, in whole but not in part, (i) at any time prior to 8 December 2025 (excluded), on the Make Whole Redemption Date, at their Make Whole Redemption Amount (see "Terms and Conditions of the 2029 Notes – Redemption and purchase – Redemption at the option of the Issuer – Early redemption at the Make Whole Redemption Amount"); (ii) at any time from 8 December 2025 to 7 December 2028 (both dates inclusive), at their Principal Amount, together with any accrued and unpaid interest and a flat fee (see "Terms and Conditions of the 2029 Notes – Redemption and purchase – Redemption at the option of the Issuer – Early redemption with a flat fee"); and (iii) on any date from 8 December 2028 (included), at their Principal Amount, together with any accrued and unpaid interest (see "Terms and Conditions of the 2029 Notes – Redemption and purchase – Redemption at the option of the Issuer – Residual maturity call option"). In addition, each holder of 2029 Notes will have the option, in the event of a Change of Control, to require the Issuer to redeem, or, at the Issuer's option, to procure the purchase of, all or part of the 2029 Notes held by such holder, at their Principal Amount together with (or, where purchased, together with an amount equal to) any accrued and unpaid interest (see "Terms and Conditions of the 2029 Notes – Redemption and purchase – Redemption at the option of the Noteholders").

The Notes will benefit from first ranking pledges over the financial securities accounts (*nantissements de comptes-titres de premier rang*) opened in the name of the Issuer in the books of certain subsidiaries of the Issuer (the "**Shares Pledges**") (see "Terms and Conditions of the 2028 Notes – Shares Pledges" and "Terms and Conditions of the 2029 Notes – Shares Pledges"). Pursuant to an intercreditor agreement (*convention intercréanciers*), a *pro-rata* distribution of the proceeds on a *pari passu* basis with the other beneficiaries of the Shares Pledges will be made in case of enforcement of the Shares Pledges (see "Terms and Conditions of the 2028 Notes – Intercreditor Agreement" and "Terms and Conditions of the 2029 Notes – Intercreditor Agreement"). A subordination agreement (*convention de subordination*) will define the terms and conditions under which the payment of amounts due by the Issuer to the holders of the Simple Bonds, the holders of the Bonds Redeemable in Shares and the holders of any Other Subordinated Debt will be subordinated to the payment of amounts due under the Notes and the Facilities Agreement (see "Terms and Conditions of the 2028 Notes – Surbordination Agreement" and "Terms and Conditions of the 2029 Notes – Surbordination Agreement").

The Notes will be issued in dematerialised bearer form (*dématérialisés au porteur*) in the denomination of €100,000 each. Title to the Notes will be evidenced in accordance with Articles L.211-3 *et seq.* and R.211-1 *et seq.* of the French *Code monétaire et financier* by book entries (*inscription en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the Notes.

The Notes will, upon issue, be inscribed in the books of Euroclear France ("**Euroclear France**") which shall credit the accounts of the Account Holders. "**Account Holders**" shall mean any intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear France, and includes Euroclear Bank SA/NV ("**Euroclear**") and the depositary bank for Clearstream Banking, S.A. ("**Clearstream**").

This document constitutes a prospectus (the "**Prospectus**") for the purposes of Article 6 of Regulation (EU) 2017/1129 of the European Parliament and of the council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, as amended (the "**Prospectus Regulation**").

This Prospectus has been approved by the *Autorité des marchés financiers* (the "**AMF**") in its capacity as competent authority in France pursuant to the Prospectus Regulation. The AMF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of either the Issuer or the quality of the Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

Application has been made for the Notes to be admitted to trading on the regulated market of Euronext Paris ("**Euronext Paris**") as of the Issue Date. Euronext Paris is a regulated market within the meaning of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, as amended, appearing on the list of regulated markets issued by the European Securities and Markets Authority.

Neither the Notes nor the long-term debt of the Issuer have been rated or are expected to be rated.

Copies of this Prospectus will be available on the websites of the AMF (www.amf-france.org) and of the Issuer (www.nge.fr).

An investment in the Notes involves certain risks. See "Risk Factors" for a description of certain factors which should be considered by potential investors prior to any investment in the Notes.

Joint Lead Managers

LCL	**SOCIETE GENERALE CORPORATE & INVESTMENT BANKING**

*This Prospectus constitutes a prospectus for the purposes of Article 6 of the Prospectus Regulation and has been prepared for the purpose of giving information with regard to the Issuer and the Issuer and its consolidated subsidiaries taken as a whole (the "**Group**") as well as the Notes which is material to an investor for making an informed assessment of the assets and liabilities, profits and losses, financial position and prospects of the Issuer, of the rights attaching to the Notes, and the reasons for the issuance and its impact on the Issuer.*

The Joint Lead Managers (as defined in "Subscription and Sale" below) have not separately verified the information contained in this Prospectus. Accordingly, the Joint Lead Managers do not make any representation, express or implied, or accept any responsibility, with respect to the accuracy or completeness of any of the information contained in this Prospectus. Neither this Prospectus nor any other information supplied in connection with the offering of the Notes is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by, or on behalf of, any of the Issuer or the Joint Lead Managers that any recipient of this Prospectus or any other information should purchase the Notes.

No person is or has been authorised to give any information or to make any representation related to the issue, offering or sale of the Notes not contained in this Prospectus. Any information or representation not so contained herein must not be relied upon as having been authorised by, or on behalf of, the Issuer or the Joint Lead Managers. The delivery of this Prospectus or any offering or sale of Notes at any time does not imply that (i) there has been no change in the affairs of the Issuer or the Group, since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented, (ii) there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or (ii) the information contained in it or any other information supplied in connection with the Notes is correct as 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 Joint Lead Managers do not undertake to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Notes of any information coming to their attention.

The Prospectus and any other information relating to the Issuer or the Notes should not be considered as an offer, an invitation, a recommendation by any of the Issuer or the Joint Lead Managers to subscribe or purchase the Notes. Each potential investor of Notes should determine for itself the relevance of the information contained in this Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. Investors should in particular conduct their own analysis and evaluation of risks relating to the Issuer, the Group, their business, their financial condition and the Notes and consult their own financial and legal advisers about risks associated with an investment in the Notes and the suitability of investing in the Notes in light of their particular circumstances. Potential investors should read carefully the section entitled "Risk Factors" set out in this Prospectus before making a decision to invest in the Notes.

The distribution of this Prospectus and the offering or the sale of the Notes in certain jurisdictions may be restricted by law or regulation. The Issuer and the Joint Lead Managers do not represent that this Prospectus may be lawfully distributed, or that any Notes may be lawfully offered or sold, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution, offering or sale. In particular, no action has been taken by the Issuer or the Joint Lead Managers which is intended to permit a public offering of any Notes or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Note may be offered or sold, directly or indirectly, and neither this Prospectus nor any offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus comes are required by the Issuer and the Joint Lead Managers to inform themselves about and to observe any such restrictions. For a further description of certain restrictions on offers and sales of Notes and distribution of this Prospectus and of any other offering material relating to the Notes, see "Subscription and Sale" below.

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

***MiFID II product governance / Professional investors and ECPs only target market -** Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes, taking* *into account the five (5) categories referred to in item 18 of the Guidelines published by the European Securities and Markets Authority ("**ESMA**") on 5 February 2018, has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, as amended ("**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.*

***EU PRIIPs Regulation / Prohibition of sales to EEA retail investors** - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2016/97/EU of the European Parliament and of the Council of 20 January 2016 on insurance distribution, as amended (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products, as amended (the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.*

***UK PRIIPs Regulation / Prohibition of sales to UK retail investors** - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act, as amended ("**FSMA**") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by the EU PRIIPs Regulation as it forms part of UK domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.*

The Notes may not be a suitable investment for all investors

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(i) *have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained in this Prospectus or any applicable supplement;*

(ii) *have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact such investment will have on its overall investment portfolio;*

(iii) *have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor's currency;*

(iv) *understand thoroughly the terms of the Notes and be familiar with the behaviour of financial markets;*

(v) *be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the relevant risks; and*

(vi) *consult their legal advisers in relation to possible legal or fiscal risks that may be associated with any investment in the Notes.*

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult their legal counsel in order to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (ii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal counsel or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules.

Taxation

The tax legislation of the country of incorporation of the investors and of the Issuer may have an impact on the income received from the Notes.

Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or documentary charges or duties in accordance with the laws and practices of the jurisdiction where the Notes are transferred or other jurisdictions. Payments of interest and other amounts under the Notes may also be subject to taxation. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for the tax treatment of innovative financial notes such as the Notes. The tax impact on an individual Noteholder may differ from the situation for Noteholders generally. Potential investors are advised to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, disposal and redemption of the Notes. Only these advisers are in a position to duly consider the specific situation of the potential investor.

Absence of Rating

Neither the Notes nor the long-term debt of the Issuer are rated. One or more independent credit rating agencies may assign credit ratings to the Notes on an unsolicited basis. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed below, and other factors that may affect the market value of the Notes. A rating or the absence of a rating is not a recommendation to buy, sell or hold securities.

Change of law

The Terms and Conditions of the 2028 Notes and the Terms and Conditions of the 2029 Notes are based on French law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial or administrative decision or change to French law, regulation or administrative practice (or to the interpretation thereto) after the date of this Prospectus.

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RISK FACTORS

The Issuer believes that the risk factors described below are specific to the Issuer and the Notes, important in making an investment decision in the Notes and/or may affect its ability to fulfill its obligations imposed by the Notes with regard to holders of such Notes, as corroborated by the content of this Prospectus.

The following paragraphs set forth the main risk factors relating to the Issuer and the Notes that the Issuer considers significant for the Notes as of the date of this Prospectus. These risk factors are however not exhaustive. Additional risks not known to the Issuer or not material at this particular time may have a significant impact on an investment in the Notes. In each category below the Issuer sets out first the most material risk, in its assessment, taking into account their residual criticality, obtained by crossing the expected magnitude of their negative impact and the probability of their occurrence. The risks described below may be combined and interrelated.

Prior to any decision to invest in the Notes, potential investors should consider carefully all the information contained in this Prospectus, especially the risk factors detailed below. In particular, potential investors, underwriters and Noteholders must make their own analysis and their own assessment of all considerations of an investment in the Notes and risks relating to the Issuer, its business, its financial position, the Group and the Notes. They are also recommended to consult their own financial or legal advisors as to the risks of an investment in the Notes and as to the suitability of such an investment in light of their own particular circumstances.

Terms defined in "Terms and Conditions of the 2028 Notes" and "Terms and Conditions of the 2029 Notes" will have the same meaning when used below. References to "Conditions" in this section are to either an article of the Terms and Conditions of the 2028 Notes or an article of the Terms and Conditions of the 2029 Notes, as applicable.

1. Risks relating to the Issuer and/or the Group

1.1 Risks arising from the operations and activities of the Group

Risk associated with major projects

In addition to its main business, which consists of fulfilling several thousands of small contracts of low unit value, the Group also carries out projects considered major by virtue of their value, complexity, implementation difficulty, duration or financing method (notably concessions and PPP (*partenariat public-privé*) projects). These major projects carry greater risks in terms of design, constraints (geological, archaeological, etc.), availability of construction land, cost estimates, resource shortages (human resources, raw materials, etc.), delivery deadlines, payment terms, and so on. An example of a major project is the Ferrocarril Central project in Uruguay, a funded project for the conception, construction and maintenance of a railway line.

Such projects are managed since 2014 through NGE Contracting, which works alongside local subsidiaries and is dedicated to studying, designing and implementing major projects.

The activities, financial results and prospects of the Group would be negatively impacted if such risks were to occur.

This risk may thus be categorised as high.

Liquidity risk

Liquidity risk is the risk associated with the possibility that the Group may have insufficient net financial resources to meet its obligations and its operating expenses.

As at 31 December 2020, the shareholder's equity of the Group amounts to €281,329,000.

As at 31 December 2020, the main items of the Group's debt are as follows (see note 8.13 to the annual consolidated financial statements of the Issuer for the fiscal year ended 31 December 2020):

In thousands of euros	Current	Non-current		Total
		1 - 5 years	> 5 years	
State-Guaranteed loan	206,221			206,221
Convertible loan	71,180			71,180
Bank borrowings	68,801	218,746	20,739	308,285
Lease debt	40,381	58,736	4,493	103,610
Other borrowings	170	1,745	-	1,915
Gross debt	**386,753**	**279,227**	**25,232**	**691,211**
Net cash				462,883
Net debt				**228,328**

The Group has launched a securitisation program of commercial debts (€250 million trade receivables securitisation program), renewed in 2019 for a term of six years, and can also rely on credit facilities (the Group has a €100 million revolving credit facility and a €150 million Negotiate European Commercial Paper Program, both unused as at 31 December 2020).

The Issuer entered into a syndicated loan facility of €321 million in December 2017 with a pool of banks (the "**2017 Syndicated Loan**"), not fully drawn as at the date of this Prospectus. The principal amount was €163.655 million as at 31 December 2020, no additional drawdown being available. The 2017 Syndicated Loan (excepted the revolving credit facility) is amortised on a semi-annual basis for 60% of its amount and 40% bullet and will mature on 20 December 2023.

As part of the 2017 Syndicated Loan, the Group is committed to maintain certain financial covenants that are tested once a year, non-compliance of which may result in early redemption. In response to the Covid-19 pandemic, NGE has strengthened its liquidity line with a €200 million state-guaranteed loan issued on 30 June 2020, subscribed through its usual banking pool and fully repaid in June 2021 (the "**State-Guaranteed Loan**"). Such State-Guaranteed Loan resulted in a breach of one of the above-mentioned financial covenants by the Issuer. The Group obtained, on 17 December 2020, the agreement of the lenders to waive the event of default for non-compliance with the gross debt ratio and, consequently, to waive the early repayment of the sum due.

As at 31 December 2020, the following financial covenants were complied with by the Issuer:

- net leverage ratio: less than 2,5; and
- net cash: at least equal to €60 million.

The Group will enter into a new syndicated loan of €350 million on 8 December 2021 (the "**2021 Syndicated Loan**") with a pool of banks. It is composed of a €150 million refinancing line of the 2017 Syndicated Loan, a 50 million euros capex line available for draw down during 3 years and a €150 million revolving credit line. The 2021 Syndicated Loan will be amortised on a semi-annual basis for

60% of its amount and 40% bullet and will mature on 8 December 2027. By exception, the revolving credit line will mature in 6 years (with a one-year extension option), is not amortisable and comprises a clean-down period. The revolving credit line may be drawn down until 1 month before the final maturity date. The Group secured formal approval for this new syndicated loan from banks credit committees up to 100% of the total amount.

The covenants contained in the Terms and Conditions of the 2028 Notes, the Terms and Conditions of the 2029 Notes (both as more fully described in the risk factor entitled "*The Notes include certain restrictive covenants*" below), the 2017 Syndicated Loan and the 2021 Syndicated Loan could affect the Group's ability to conduct its business and limit its ability to react to market conditions or to take advantage of opportunities that may arise. In addition, the Group's ability to comply with these covenants could be affected by events beyond its control, such as economic, financial and industry conditions. A failure by the Group to comply with these covenants could constitute an event of default under the Terms and Conditions of the 2028 Notes, the Terms and Conditions of the 2029 Notes, the 2017 Syndicated Loan or the 2021 Syndicated Loan (as applicable).

In addition, the Issuer will issue, on 8 December 2021, (i) bonds redeemable in shares (*obligations remboursables en actions*) up to an aggregate nominal amount of €43,092,421.65 due on 8 December 2031, bearing full capitalised interest at an annual rate of (a) 2% *per annum* up to and including 8 December 2022 and (b) 6% *per annum* from 9 December 2022, with a maturity of ten (10) years and to be fully subscribed by the founders and the managers by way of set-off against the portion of the shareholder's loan held by the founders and the managers and (ii) ordinary subordinated bonds (*obligations simples subordonnées*) up to an aggregate nominal amount of €36,376,955 bearing full capitalised interest with a maturity of two (2) years (redeemable or callable up to a maximum of €21,376,955 on 8 December 2022 and up to a maximum of €15,000,000 on 8 December 2023) and to be fully subscribed by Crédit Mutuel Equity SCR by way of set-off against the portion of the shareholder loan held by Crédit Mutuel Equity SCR (the "**Simple Bonds**"). In the event the Simple Bonds are not redeemed or purchased up to €21,376,955 on 8 December 2022 and up to €15,000,000 on 8 December 2023 with the proceeds received from any Concession Transfer, the Issuer and its shareholders undertook to redeem or purchase the Simple Bonds from Crédit Mutuel Equity SCR up to the required amount by way of a share capital increase subscribed by the shareholders of the Issuer.

In a crisis context, the Group may not be able to obtain the financing or refinancing necessary to implement its investment plan or to obtain such financing or refinancing on acceptable terms.

The occurrence of such risk could have an adverse effect on the Group's business, results of operations and financial condition and could significantly increase the credit risk of the Issuer (as described in the risk factor entitled "*Credit risk*" below).

This risk may thus be categorised as significant.

Risk associated with changing regions and markets

The Group's business activities and results are notably exposed to the following risks:

- changes in the macroeconomic environment in the main regions in which the Group has a longstanding presence (France, Europe, Africa, Middle East and Central and South America): adverse changes may have an impact on business volumes, competitive pressures and market prices; and

- changes in public sector procurement, since a significant proportion of the Group's business involves public sector customers (especially local and regional authorities in France); the main risk is that of public sector customers not having the capacity to finance their maintenance and investment expenditures. Rising budget deficits, the state of public finances in many countries, the resulting austerity measures and, in France, the drop in state contributions to local governments, all compound this risk. Furthermore, administrative and political considerations (*e.g.* difficulties agreeing on budgets, elections, plans to combine local authorities, and changes in local leadership) can also adversely affect the volume of public sector business. There is therefore a risk that infrastructure construction and maintenance projects, whether under consideration or already approved, may be called into question or delayed.

Failure to anticipate and/or respond to such changes may cause a Group company to be out of step with its market (resulting in poor positioning, reduced competitiveness and agility as a result of an overly cumbersome structure, or loss of market share or business opportunities), resulting in lower profitability.

However, the large proportion of Group business deriving from infrastructure maintenance, which is vital to the economy as a whole, the broad geographical distribution of its operating units, the wide range of business activities pursued by the Group and the large number of projects undertaken help the Group to manage such exposures.

This risk may thus be categorised as significant.

Risk associated with volatility in raw material prices

The Group is exposed to price increases of the equipment, supplies, raw materials (notably petroleum products such as asphalt or fuel) and materials it purchases. Such price increases, and their impact on the price of works or services, can also reduce the volume of orders from clients.

To alleviate such exposures, (i) the quarries service of the Group develops quarries at which all subsidiaries, as well as third parties, can buy, (ii) the Group's purchasing department seeks to anticipate these changes by negotiating master agreements to streamline these costs, (iii) the internal engineering services negotiate, for each significant business, agreements with suppliers to obtain firm prices or ones that are reasonably indexed for a particular duration and (iv) works contracts may contain revision and price indexation clauses.

This risk may thus be categorised as significant.

1.2 Legal, regulatory and ethical risks

Compliance risks

As of 31 December 2020, almost 70% of the Group's revenue is with public sector customers in France and abroad. Legislation in most countries prohibits operators from bidding for public sector contracts if they have not complied with public procurement rules.

More generally, the high proportion of the Group's revenue deriving from the public sector (or from major structured groups such as highway operators, railway operators, mining companies, etc.) means the Group is also exposed to the risk of anti-competitive practices or corruption, particularly in countries where such practices are still widespread.

For the past several years, steps have been taken to avoid non-compliant practices: compliance programs have been introduced (focusing in particular on corruption prevention and competition), procedures have been disseminated more widely and training has been made available for all potentially exposed Group employees. Moreover, the Group always penalises non-compliant behavior and notifies the relevant judicial authorities. In spite of these measures, the Group remains exposed to these risks, though their financial and/or legal impact remains difficult to assess.

This risk may thus be categorised as high.

1.3 Social and environmental risks

Risk associated with natural phenomena and the effects of climate change

The Group's operations may be at risk from natural phenomena, especially weather. In addition, the Group's activity structurally slows down during winter.

Adverse conditions (bad weather, rain, lightning, snow, ice, etc.) can lead to project site or activity stoppages or the accidental destruction of structures under construction, resulting in a failure to cover fixed costs. They may also result in increased costs in the execution of projects, as construction may have to be completed within a reduced time frame.

The most exposed geographical areas in which the Group operates include France and Cameroon. If this risk should materialise, operations could be disrupted at production sites located in the affected areas (*e.g.* interruption of the construction due to water flow), or the seasonal period during which activities can be carried out could be shortened (*e.g.* longer rain season in Cameroon). Adverse conditions could affect the level of activity, the financial results and the financial situation of the Group.

The Group anticipates that such natural phenomena could worsen or increase in number in the future as a result of climate change. In addition to its efforts to offer techniques and materials to protect existing infrastructure and equip new infrastructure to withstand more extreme climate variation, the Group is launching awareness actions on the impacts of climate change (regulatory intelligence, low-carbon training) and integrates climate change consequences in offerings (R&D for resilient solutions as well as low-carbon and resilient demonstrators and pilot projects)

This risk may thus be categorised as medium.

Risk of environmental damage

Group companies might be subject to risks related to the potential contamination of natural environments in the projects and regions where they operate.

The need to safeguard against the risk of environmental damage is taken into account in the Group's operational activities. Environmentally certified sites are subject to environmental analysis in addition to budgeted preventive action plans. The Group uses this information during management reviews to analyse and limit the impact of the Group's operations and improve environmental performance, and it is also examined as part of a standard budget monitoring procedure. Operating licenses for environmentally sensitive facilities subject to special administrative processes ("ICPE" or "ISDI" facilities in France) generally require strict compliance with environmental requirements, irrespective of the country in question. ISO 14001 certification and the use of checklist-based self-assessments give the Group a certain degree of assurance that it will meet these requirements.

The risk of environmental damage goes beyond economic aspects and extend to the Issuer's image and reputation, as operations can suffer long-term consequences if a risk event occurs. Taking a longer-term view, regulatory changes, as well as the development of the market and certain technologies, can constitute ecological transition risk factors.

This risk may thus be categorised as medium.

1.4 Risks relating to human resources

Risk associated with employee health and safety

The Group is exposed to two main types of occupational hazards: (i) the operation of construction machinery and industrial equipment and (ii) traffic accidents in which employees may be directly involved and those that may occur when hauling a wide load (*e.g.* transport of construction machinery and industrial equipment, etc.). In spite of safety measures in place, the risk of gross negligence in connection with a workplace accident involving an employee or temporary staff member is the greatest risk in financial terms, as the social contribution rate of the Group applied to total wages and salaries is directly impacted by the Accident Frequency Rate (number of accidents with sick leave multiplied by one million (1,000,000) and divided by the number of worked hours). The Group has long pursued a proactive policy of prevention, safety training for new personnel, and research (*e.g.* "security bubble" for moving machinery). Nevertheless, even if the Accident Frequency Rate has been increasing for many years, such increase is not linear. The Accident Frequency Rate increased from 15,06 in 2018 to 16,41 in 2019, showing that this risk is still very contemporary.

As regards workplace health, the Group has identified six specific areas of risk, which could be linked to a death (all of these areas of risk having been responsible for deaths among the Group's workforce in the previous years):

- Seat belt not fastened in all types of plant, machinery and vehicles;
- Handled loads drop;

- Machinery and vehicules blind spots;
- Not wearing collective or personal protection equipment when working at height;
- Working in excavations or trenches that are not lined or have not battered sloping walls; and
- None stabilised formwork panels and prefabricated components before removing slings.

In the event of a death on a construction site, the construction could be stopped for a short or long period of time, which could lead to penalties due by the Group if its responsibility or negligence was engaged. Besides, a strong impact on its reputation could reduce contracts awards in the future, thus jeopardising the achievement of the Group's objectives.

Beyond these six areas of risk, the Group also takes into account its duty of care with respect to anxiety associated with activities involving the use of potentially toxic substances.

This risk may thus be categorised as medium.

Risk of loss of expertise and talent

Public works are traditionally a less attractive business sector than others that therefore faces difficulties hiring staff regardless of the job on offer and the skills required. Furthermore, the development in some areas of ambitious infrastructure programs with tight deadlines (*e.g.* Le Grand Paris projects in the Greater Paris region) and the highly seasonal nature of activities in some geographical regions (notably North America) further increases labor market competition in certain highly sought-after categories of employees. The unavailability or lack of adequate resources and the loss of key skills and expertise pose a risk to the Group's day-to-day business and its ability to successfully complete the major projects entrusted to it.

In light of this situation, the Group places the emphasis on retaining employees and developing their skills and expertise. In addition to day-to-day activities undertaken by Human Resources teams, the Group regularly surveys its global workforce so as to better understand and manage the risks associated with labor relations, employee turnover, workplace well-being (psychosocial issues), skills management and hiring.

The Group's strategy also includes working hard to make the Group more attractive and diversify its sources of hiring (developing its employer brand and social media presence, forming and/or maintaining partnerships with educational institutions around the world, developing the role of apprenticeships, etc.) so as to attract and hire new talent that reflects social diversity (in terms of culture, ethnicity, age, gender, formal education, etc.).

In the short run, this risk could lead to delays on projects, increased defect rate or reduced construction quality, which would ultimately lead to increased construction costs, delays, and would possibly impair the Group's reputation. In the long run, this risk could also prevent our business plan from being achieved. For example, the Group recently withdrawn from a major tender on a Grand Paris Express project as management was not able to staff the tender team (engineers) as required for this type of project, leading to a loss of significant bidding costs and a loss of future turnover.

This risk may thus be categorised as medium.

Risk to personal security

In the course of its business, the Group may operate in areas of the world that are politically unstable or considered dangerous (*e.g.* Cameroon, Ivory Coast, Egypt), thus posing a risk to personal security (for employees on assignment or employed locally, expatriates and their families, etc.).

The Group therefore has a dedicated structure in place, and in 2018 implemented a specific procedure for assessing country risk to support employees traveling to and working in areas considered at risk (including definition and observance of strict rules, application of internal and/or external safety measures, etc.). Furthermore, security is always taken into account when giving consideration to new locations (Country Committee) or projects (Market Committee). Lastly, the Group has a crisis management unit that is equipped to deal with any security incidents that may arise.

This risk may thus be categorised as medium.

1.5 Cyber risks

Protecting the Group's informational capital is of major strategic importance, for reasons of competitiveness, trust in the company and data protection. As the Group steps up the digital transformation of its businesses and professional practices, it also continues to strengthen the resources it employs to ensure the security of its information systems and thereby preserve its operating performance.

Cyberattacks

New collaborative practices have made it possible to work together in a more fluid and efficient manner. But in today's hyper-connected world, those same technologies have become a source of vulnerability, because they are both essential to the Group's operational efficiency and exposed to cyberattacks. These attacks can be very diverse and have become increasingly sophisticated. International groups are frequently subject to sometimes massive cyberattacks as well as fraud attempts. This trend picked up considerable speed in 2020, in particular during the widespread lockdowns. These large-scale attacks aim to compromise data integrity or information quality and include attacks on systems, loss or disclosure of data, eavesdropping or theft of confidential data. Such risks could damage the Group's reputation, or cause financial loss, information system unavailability or non-compliance.

In order to address such threats, in 2020, the Group stepped up the rollout of its overall IT security policy, which defines the roles and responsibilities of all participating individuals:

- Several information system security directives were issued, which specify the mandatory security rules for each subsystem.
- CyberSecPlan 2020, the multi-year strategic transformation plan, was rolled out; it will be renewed in partnership with the heads of IT security and the business line representatives.
- A workstation security uniformisation standard was launched and user authentication mechanisms were strengthened.

This risk has been ranked number one among the risks faced by the Group.

This risk may thus be categorised as high.

1.6 Fraud

Fraud consists in an intentional act by an employee or a third party aimed at embezzling Group assets.

The systems of a group as decentralised and diversified as the Group are exposed to the risk of both internal and external fraud, especially as regards payment systems. Attempts at fraud generally target the individuals involved in external payment processes and could lead to financial loss; and damage to the Group's reputation.

In order address such threats, the Group has established the following risk management procedures:

- External fraud prevention involves several Finance Department and Information Systems Department units.
- The Group's Finance Department, in conjunction with the Information Systems Department, has developed a set of fraud prevention measures available on the Group's intranet.
- Internal fraud prevention is based on the Code of Ethics and Professional Conduct of the World Health Organization, as well as on specific training or awareness initiatives.

Recent developpements in new countries do not allow to systematically implement proper separation of duties (purchase order issuance, approval of invoice, cash management performed by a single person) eventually increasing significantly the risk of fraud. For example, the Group has been recently the subject of frauds (more than €1,000,000 at stake) in Morocco (2018) and Senegal (2020). Indeed, the Group operates in countries where cash is commonly used for payroll and suppliers payments as local banking systems are less developed than in France. NGE local managers face difficulties to securely manage cash flows. NGE international turnover increased from €37 million in 2012 to €260 million in 2020, increasing significantly the risk of fraud as described above.

This risk may thus be categorised as high.

2. Risks relating to the Notes

2.1 Risks for Noteholders as creditors of the Issuer

Credit risk

Credit risk refers to the risk that the Issuer may be unable to meet its financial obligations under the Notes. As contemplated in Condition 2, the obligations of the Issuer under the Notes in respect of principal, interest and other amounts constitute direct, general, unconditional, unsubordinated and secured obligations of the Issuer. However, Noteholders are exposed to the credit risk of the Issuer, which should be assessed in particular in the light of the Issuer's current debt and liquidity risk (as more fully described in the risk factor entitled "*Liquidity risk*" above). If the creditworthiness of the Issuer deteriorates, and notwithstanding (i) the Shares Pledges granted by the Issuer for the benefit of the *Masse* of the holders of the 2028 Notes and the *Masse* of the holders of the 2029 Notes, as more fully described in Condition 4, and (ii) Condition 12 which enables the Representatives of each of the *Masse* of the holders of the 2028 Notes and the *Masse* of the holders of the 2029 Notes to cause all, but not some only, of the 2028 Notes and the 2029 Notes, as applicable, to become immediately due and payable if any Event of Default occurs, the Issuer may not be able to fulfil all or part of its payment obligations under the Notes, which could materially and negatively impact the Noteholders which may lose all or part of their investment.

French Insolvency Law

As a *société par actions simplifiée* incorporated in France, French insolvency laws shall apply to the Issuer.

Pursuant to *Ordonnance* No 2021-1193 of 15 September 2021, which transposes Directive (EU) 2019/1023 of the European Parliament and of the Council of 20 June 2019, in the context of the opening in France of a safeguard (*procédure de sauvegarde*), an accelerated safeguard (*procédure de sauvegarde accélérée*) or a judicial reorganisation procedure (*procédure de redressement judiciaire*) with respect to the Issuer, the affected parties (*parties affectées*) (i.e. creditors, including the Noteholders) are grouped into distinct classes in order to adopt a restructuring plan. The administrator (*administrateur judiciaire*) splits, on the basis of verifiable objective criteria, the affected parties between classes comprising claims or interests with rights that reflect a sufficient commonality of interest, following certain conditions. As a minimum, the secured and unsecured receivables must be treated in distinct classes in order to adopt a restructuring plan.

The decision of each class is taken by a two-third ($2/3^{rd}$) majority of the voting rights of the participating members, no quorum being required.

If the restructuring plan is not approved by all classes of affected parties, it can still be ratified by the court at the request of the Issuer or the receiver with the Issuer's consent and be imposed on dissenting classes through a cross-class cram down, under certain conditions.

For the avoidance of doubt, the provisions relating to the *Masse* described in Condition 14 will not be applicable to the extent they are not in compliance with compulsory insolvency law provisions that apply in these circumstances.

The procedures, as described above or as they will or may be amended, could have a material and adverse impact on the Noteholders seeking repayment in the event that the Issuer or its subsidiaries were to be subject to French insolvency proceedings. In addition, the commencement of insolvency proceedings against the Issuer could have a material adverse effect on the market value of Notes issued by the Issuer. Any decisions taken by a class of affected parties could negatively and significantly impact the Noteholders and cause them to lose all or part of their investment in the Notes, should they not be able to recover all or part of the amounts due to them from the Issuer.

The Notes include certain restrictive covenants

The Terms and Conditions of the 2028 Notes and the Terms and Conditions of the 2029 Notes only contain (i) Financial Covenants, which notably prohibit the Issuer from having (a) a Net Leverage Ratio superior or equal to 2.50x, (b) a Gross Leverage Ratio superior or equal to 5.00x (it being specified that each of the above mentioned Financial Covenants may be exceeded a maximum of two (2) times before the stated maturity date of the Notes) (as further described in Condition 8.1) and (c) Consolidated Net Cash in excess of (*x*) €60,000,000 as at the first Testing Date (*i.e.* being 31 December 2021), (*y*) €80,000,000 as at the second Testing Date (*i.e.* being 31 December 2022) and (*z*) €100,000,000 as at each following Testing Date, it being specified that such Financial Covenants have not been tested by the Issuer since 31 December 2020, (ii) a limitation on acquisitions covenant, which prohibitis the Issuer and its Subsidiaries from acquiring the shares of a company or a business or an undertaking other than a Permitted Acquisition (as further described in Condition 8.2), (iii) a limitation on distributions of dividends covenant, which prohibits the Issuer from making any distribution of dividends, interim dividends or reserves in any form whatsoever to its shareholders other than as permitted under Condition 8.5, (iv) a limitation on Financial Indebtedness covenant, which prohibits the Issuer and its Subsidiaries from incurring and maintaining any Financial Indebtedness other than a Permitted Financial Indebtedness (as further described in Condition 8.6) and (v) a negative pledge undertaking that prohibits the Issuer and its Subsidiaries from creating security over assets without securing equally and rateably the Notes, in certain circumstances and subject to certain exceptions (as further described in Condition 3).

Subject to these covenants and negative pledge undertakings, the Issuer and its Subsidiaries may incur additional debt such as Permitted Financial Indebtedness that could be considered before or rank equally with the Notes. Accordingly, if the Issuer incurs additional debt such as Permitted Financial Indebtedness ranking equally with the Notes, it will increase the number of claims that would be entitled to share rateably with Noteholders in any proceeds distributed in connection with an insolvency, bankruptcy or similar proceeding.

These covenants and negative pledge undertakings may not provide sufficient protection for Noteholders. If the Issuer's financial condition were to deteriorate, the Noteholders could suffer direct and materially adverse consequences, including loss of interest and, if the Issuer were liquidated (whether voluntarily or not), may lose all or part of their investment.

Intercreditor Agreement

Pursuant to an intercreditor agreement (*convention intercréanciers*) to be entered into on the Issue Date between the Security Agent, the Facility Agent, the Lenders, the Representative of the holders of the 2028 Notes (acting on behalf of the *Masse* of the holders of the 2028 Notes, as beneficiary of the Shares Pledges) and the Representative of the holders of the 2029 Notes (acting on behalf of the *Masse* of the holders of the 2029 Notes, as beneficiary of the Shares Pledges) (the "**Intercreditor Agreement**"), a *pro-rata* distribution of the proceeds on a *pari passu* basis between the beneficiaries of the Shares Pledges (including the Lenders) will be made in case of enforcement of the Shares Pledges.

In addition, the Intercreditor Agreement provides that the Shares Pledges will be enforced according to a majority of the beneficiaries of the Shares Pledges (including the Lenders). Accordingly, a Noteholder will not be able individually to enforce the Shares Pledges and the choice of the majority will bind all Noteholders.

As a consequence of the above, Noteholders may lose all or part of their investment.

2.2 Risks related to the particular structure of the Notes

The Notes may be redeemed prior to their stated maturity

In the event that the Issuer would be obliged to pay Additional Amounts in respect of any Notes due to any deduction or withholding as provided in Condition 11.2, the Issuer may and, in certain circumstances shall, redeem all, but not some only, of the Notes then outstanding in accordance with Condition 9.3.

In addition, the Issuer may, at its option, redeem the 2028 Notes, in whole but not in part, (a) at any time prior to 8 December 2024 (excluded), on the Make Whole Redemption Date, at their Make Whole Redemption Amount (see Condition 9.2(a)), (ii) at any time from 8 December 2024 to 7 December 2027 (both dates inclusive), at their Principal Amount, together with any accrued and unpaid interest and a flat fee (see Condition 9.2(b)) and (iii) on any date from 8 December 2027 (included), at their Principal Amount, together with any accrued and unpaid interest (see Condition 9.2(c)). Similarly, the Issuer may, at its option, redeem the 2029 Notes, in whole but not in part, (a) at any time prior to 8 December 2025 (excluded), on the Make Whole Redemption Date, at their Make Whole Redemption Amount (see Condition 9.2(a)), (ii) at any time from 8 December 2025 to 7 December 2028 (both dates inclusive), at their Principal Amount, together with any accrued and unpaid interest and a flat fee (see Condition 9.2(b)) and (iii) on any date from 8 December 2028 (included), at their Principal Amount, together with any accrued and unpaid interest (see Condition 9.2(c)).

The early redemption at the Make Whole Redemption Amount will only be exercisable (i) with respect to the 2028 Notes, prior to 8 December 2024 and (ii) with respect to the 2029 Notes, prior to 8 December 2025. After such dates falling respectively three (3) years after the Issue Date of the 2028 Notes and four (4) years after the Issue Date of the 2029 Notes, the Notes shall no longer be early redeemed at the Make Whole Redemption Amount.

The residual maturity call option will be exercisable on any date (i) with respect to the 2028 Notes, from 8 December 2027 and (ii) with respect to the 2029 Notes, from 8 December 2028. From such dates falling one (1) year before the stated maturity dates of the 2028 Notes and 2029 Notes, respectively, the Notes may be early redeemed without any premium.

The early redemption at the option of the Issuer may negatively affect the market value of the Notes.

The Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. During a period when the Issuer may elect, or has elected, to redeem Notes, such Notes may feature a market value not substantially above the price at which they can be redeemed. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the Notes.

All of the above may cause the investment in the Notes to be less profitable than expected for Noteholders. In such case, Noteholders carry no risk of capital loss, but a decrease in the gain that the Notes could have brought them.

Early redemption at the option of the Noteholders

In the event of a Change of Control (as more fully described in Condition 9.4), each Noteholder will have the option to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of all or part of its Notes at their Principal Amount together with (or, where purchased, together with an amount equal to) any accrued and unpaid interest.

In such case, depending on the number of Notes in respect of which such put option is exercised, any trading market in respect of those Notes in respect of which such redemption right is not exercised may become illiquid. In addition, Noteholders having exercised their put option may not be able to reinvest the moneys they receive upon such early redemption in securities with the same yield as the redeemed Notes. Should the above risks ever materialise, Noteholders could lose a significant part of their investment in the Notes.

Purchases by the Issuer in the open market or otherwise (including by way of tender offer or exchange offer) in respect of certain Notes may affect the liquidity of the Notes which have not been so purchased

Depending on the number of Notes purchased by the Issuer as provided in Condition 9.5, any trading market in respect of the 2028 Notes or the 2029 Notes, respectively, that have not been so purchased may become illiquid. As a result, investors still holding the Notes after such purchase(s) may not be able to sell their Notes on the market or may not be able to sell their Notes without incurring a significant discount from the nominal value of the Notes.

Modification of the Terms and Conditions of the 2028 Notes, the Terms and Conditions of the 2029 Notes and waiver

The Terms and Conditions of the 2028 Notes and the Terms and Conditions of the 2029 Notes contain provisions for Noteholders to consider matters affecting their interests generally to be adopted either through a General Meeting or a Written Unanimous Decision, in respect of the 2028 Notes and the 2029 Notes, respectively (as more fully described in Condition 14). These provisions permit in certain cases defined majorities to bind all holders of 2028 Notes or holders of 2029 Notes, as applicable, including holders of 2028 Notes or holders of 2029 Notes, as applicable, who did not attend and vote at the relevant General Meeting, or holders of 2028 Notes or holders of 2029 Notes, as applicable, who voted in a manner contrary to the majority. General Meetings may deliberate on any proposal relating to the modification of the Terms and Conditions of the 2028 Notes or the Terms and Conditions of the 2029 Notes, as applicable, including any proposal, whether for arbitration or settlement, relating to rights in controversy or which was the subject of judicial decisions. As a consequence, the rights of the Noteholders may be adversely and materially affected as they may be bound by changes to which they have not agreed, and the market value of the Notes may be adversely affected. In both cases, Noteholders could lose a significant part of their investment in the Notes.

By exception to the above provisions, Condition 14 provides that the provisions of Article L.228-65 I. 1°, 3° and 4° of the French *Code de commerce* (respectively providing for a prior approval of the General Meeting of the Noteholders on (i) any change in corporate purpose or form of the Issuer, (ii) any proposal to merge or demerge the Issuer in the cases referred to in Articles L.236-13 and L.236-18 of the French *Code de commerce* and (iii) any issue of bonds by the Issuer benefiting from a security interest (*sûreté réelle*) which does not benefit to the *Masse*) and the related provisions of the French *Code de commerce* shall not apply to the Notes. As a result of these exclusions, prior approval of the Noteholders will not have to be obtained on any such matters which may affect their interests generally.

Interest rate risks

As provided in Condition 7, the Notes bearing interest at a fixed rate, investment in the Notes involves the risk that subsequent changes in market interest rates may adversely affect the market value of the Notes. While the nominal interest rate of a fixed interest rate note is determined during the term of such note or within a given period of time, the market interest rate (the "**Market Interest Rate**") typically varies on a daily basis. As the Market Interest Rate changes, the price of the note varies in the opposite direction. If the Market Interest Rate increases, the price of the note typically decreases, until the yield of the note equals approximately the Market Interest Rate. If the Market Interest Rate decreases, the price of a fixed rate note typically increases, until the yield of the note equals approximately the Market Interest Rate.

Therefore, movements of the Market Interest Rate can adversely affect the purchase price of the Notes and can lead to losses for Noteholders if they sell Notes during the period in which the Market Interest Rate exceeds the fixed rate of the Notes.

Sustainable Performance Targets

Although the Notes will be issued as sustainability-linked notes with the interest rate relating to the Notes being subject to an upward adjustment in the event the Issuer fails to comply with all of the Sustainable Performance Targets, as more fully described in Condition 7.2, the Notes may not satisfy an investor's requirements or any future legal, quasi legal or other standards for investment in assets with sustainability characteristics. In particular, the Notes are not being marketed as "green bonds", "social bonds" or "sustainability bonds" as the net proceeds of the issue of the Notes will be used for (i) general corporate purposes, including for the financing of possible external growth operations, and (ii) refinancing part of the existing financial indebtedness of the Group, including the €70,000,000 4.375 per cent. notes issued by the Issuer on 31 July 2014. The Issuer does not undertake to (i) allocate the net proceeds specifically to projects or business activities meeting sustainability criteria or (ii) be subject to any other limitations or requirements that may be associated with green bonds, social bonds or sustainability bonds in any particular market. In this context, there may be adverse environmental, social and/or other impacts resulting from the use of the net proceeds from the offering of the Notes.

In addition, any interest rate adjustment in respect of the Notes as contemplated by Condition 7.2 will depend on the Issuer complying, or not complying, with the Sustainable Performance Targets, which may be inconsistent with or insufficient to satisfy investor requirements or expectations. The Issuer's Sustainable Performance Targets are aimed at (i) reducing the Issuer's Accident Frequency Rate against the 2020 baseline, (ii) reducing the Issuer's carbon emissions against the 2019 baseline and (iii) increasing the number of women hired by the Issuer among building site managers and are based solely on certain estimates and assumptions made by the Issuer. The Issuer's Sustainable Performance Targets are therefore uniquely tailored to the Issuer's business, operations and capabilities, and they do not easily lend themselves to benchmarking against similar sustainable performance targets, and the related performance, of other issuers.

Adverse environmental or social impacts may occur during the design, construction and operation of any investments the Issuer makes in furtherance of these targets or such investments may become controversial or criticised by activist groups or other stakeholders. Lastly, no Event of Default shall occur under the Notes, nor will the Issuer be required to repurchase or redeem such Notes, if the Issuer fails to comply with its Sustainable Performance Targets. If the Sustainable Performance Targets are not complied with, this may have an adverse effect on the market value and/or the liquidity of the Notes.

Complying with the Sustainable Performance Targets will require the Issuer to expend significant resources, while (i) meeting any such targets would result in decreased interest payments and (ii) not meeting any such targets would result in increased interest payments and could expose the Issuer to reputational risks

As described in Condition 8.4, complying with the Sustainable Performance Targets will require the Issuer to (i) reduce its Accident Frequency Rate against the 2020 baseline by six per cent. (6%) each year, (ii) reduce its carbon emissions against the 2019 baseline by four per cent. (4%) each year and (iii) raise the number of women hired by the Issuer to at least (*x*) three hundred and eighty (380) by 31 December 2027, under the 2028 Notes, and (*y*) four hundred and thirty (430) by 31 December 2028, under the 2029 Notes. As a result, compliance with the Sustainable Performance Targets will require the Issuer to expend significant resources.

If the Issuer complied with all of the Sustainable Performance Targets, the Notes would bear interest at the Initial Interest Rate minus 20 basis points. If the Issuer failed to comply with one (1) of the Sustainable Performance Targets, the Notes would bear interest at the Initial Interest Rate minus 10 basis points. If the Issuer failed to comply with two (2) of the Sustainable Performance Targets, the Notes would bear interest at the Initial Interest Rate. In the above-mentioned cases (even if the Issuer fails to comply with one (1) or two (2) of the Sustainable Performance Targets), the Noteholders may receive less interest than what they expect, which could, in each case, have an adverse effect on the market value of the Notes.

If the Issuer failed to comply with all of its Sustainable Performance Targets, if the Statutory Auditors were not in a position to provide their External Verification Report or if the Issuer was not in a position to provide the Sustainable Performance Report or to include the valuation made by it of the KPIs against the Sustainable Performance Targets in its annual report or CSR (corporate and responsability) report (*rapport RSE (responsabilité sociale d'entreprise)*), the Notes would bear interest at the Initial Interest Rate plus 10 basis points. In such cases, that would not only result in increased interest payments under the Notes, but could also harm the Issuer's reputation, the consequences of which could, in each case, have an adverse effect on the market value of the Notes.

Furthermore, the non-calculation or the non-delivery of the External Verification Report or Sustainable Performance Report, with respect to one (1) of the Sustainable Performance Targets, would only cause such Sustainable Performance Target to be unmet, which, in the event where both other Sustainable Performance Targets were met, would still cause the Initial Interest Rate to be diminished by 10 basis points. In such cases, the Noteholders may receive less interest than what they expect, which could have an adverse effect on the market value of the Notes.

Change in standards and guidelines and recalculation

(A) Carbon emissions are calculated in accordance with the GHG Protocol, the EU Environmental Objective 1 – Climate Change Mitigation and United Nations Sustainable Development Goals n°13, and a well-below 2°C scenario, (B) the Accident Frequency Rate is calculated in accordance with the United Nations Sustainable Development Goals n°3 and (C) the number of women hired among building site managers is calculated in accordance with the United Nations Sustainable Development Goals n°5.

The standards and guidelines mentioned above may change over time and investors should be aware that the way in which the Issuer calculates KPI 1, KPI 2 and/or KPI 3 may also change over time. In particular, such change (notably in the calculation methods) could lead to an increase or decrease of the performance level of the KPIs while still being able to comply with the Sustainable Performance Targets and avoid an upward adjustment of the interest rate of the Notes. As a consequence, this may not be in line with investors' expectations.

In addition, in the event of any change (i) to the calculation methodology of any of the KPIs or (ii) in data due to better data accessibility and/or (iii) as a result of any Significant Change in the Group's Perimeter, which, individually or in aggregate, has a significant impact on the levels of any of the Sustainable Performance Targets and/or the level of any of the KPI baselines, the Sustainable Performance Targets and/or the KPI baselines may be recalculated in good faith by the Issuer (and, in respect of any event referred to in (iii) above, on the basis of *proforma* financial statements taking into account the impact of such event) to reflect such change. Any such recalculation may be made without the prior consultation of the Noteholders to the extent it does not have any adverse effect on the interests of the Noteholders, as further specified in Condition 8.4.

However, such changes may have a negative effect on the market value of the Notes.

2.3 Risks related to the market of the Notes

Market value and trading market of the Notes

Application has been made to Euronext Paris for the Notes to be admitted to trading on Euronext Paris as from the Issue Date. The market value of the Notes depends on a number of interrelated factors, including the creditworthiness of the Issuer, economic, financial and political events in France or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Notes are admitted to trading.

The price at which a Noteholder will be able to sell such Notes prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser. Accordingly, all or part of the capital invested by the Noteholder may be lost upon any disposal of the Notes, so that the Noteholder in such case would receive significantly less than the total amount of capital invested.

Events in France, Europe or elsewhere may also cause market volatility and such volatility may adversely affect the price of the Notes and such economic and market conditions may have other adverse effect. For example, any negative change in the creditworthiness of the Issuer could negatively affect the trading price for the Notes and hence Noteholders may lose part of their investment.

No active secondary market for the Notes

Application has been made to Euronext Paris for the Notes to be admitted to trading on Euronext Paris as from the Issue Date. Although this Prospectus has been approved by the *Autorité des marchés financiers* in France and application has been made for the Notes to be admitted to trading on Euronext Paris, such admission to trading may not occur. The Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. The absence of liquidity may have a significant material adverse effect on the market value of the Notes.

In addition, investors may not be able to sell their Notes in the secondary market in which case the market or trading price and liquidity may be adversely affected or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. The degree of liquidity of the Notes may negatively impact the price at which an investor can dispose of the Notes where the investor is seeking to achieve a sale within a short timeframe. In such circumstances, the impact of this risk on the Noteholder would be high because the Notes would likely have to be resold at a discount to the nominal value of the Notes. Furthermore, if additional and competing products are introduced in the markets, this may adversely affect the market value of the Notes in a significant manner.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in Euro. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than Euro. These include the risk that exchange rates may significantly change (including changes due to devaluation of Euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Euro would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency-equivalent value of the principal payable on the Notes and (iii) the Investor's Currency-equivalent market value of the Notes, all of which could have an adverse effect on the return on the investment of the Noteholders.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, Noteholders whose financial activities are carried out or dependent principally in a currency other than Euro may receive less interest or principal than expected, or no interest or principal.

TERMS AND CONDITIONS OF THE 2028 NOTES

*The Terms and Conditions of the 2028 Notes (the "**2028 Conditions**") will be as follows:*

The issue of the €35,000,000 3.200 per cent. Sustainability-Linked Notes due 8 December 2028 (the "**Maturity Date**") (the "**2028 Notes**") by NGE (the "**Issuer**") was decided by the President (*Président*) of the Issuer on 24 November 2021, upon prior unanimous decision of the shareholders of the Issuer dated 8 November 2021.

The Issuer (i) will enter into a fiscal agency agreement to be dated 6 December 2021 (the "**Fiscal Agency Agreement**") with Banque Internationale à Luxembourg, *société anonyme* as fiscal agent and paying agent (the "**Fiscal Agent**" and the "**Paying Agent**" which expressions shall, where the context so admits, include any successor for the time being as fiscal agent or paying agent, as the case may be) and (ii) has entered into a calculation agency agreement dated 2 November 2021 (the "**Calculation Agency Agreement**") with Aether Financial Services as calculation agent (the "**Calculation Agent**" which expression shall, where the context so admits, include any successor for the time being as calculation agent).

Copies of the Fiscal Agency Agreement, the Calculation Agency Agreement, the Pledge Agreement (as defined below), the Intercreditor Agreement (as defined below) and the Subordination Agreement (as defined below) and these 2028 Conditions are obtainable in electronic form free of charge from the Fiscal Agent or the Calculation Agent, as the case may be, upon request of the 2028 Noteholders and available free of charge for inspection and copy by the 2028 Noteholders during normal business hours at the specified offices of the Fiscal Agent, the Calculation Agent and the Issuer. Certain statements in these 2028 Conditions are summaries of, and are subject to, the detailed provisions of the Fiscal Agency Agreement, the Calculation Agency Agreement, the Pledge Agreement, the Intercreditor Agreement and/or the Subordination Agreement.

References below to (i) the "**2028 Noteholders**" are to the person whose name appears in the account of the relevant Account Holder (as defined below) as being entitled to such 2028 Notes and (ii) the "**Conditions**" are to the numbered paragraphs below.

1. FORM, DENOMINATION AND TITLE

The 2028 Notes will be issued on 8 December 2021 (the "**Issue Date**") in dematerialised bearer form (*dématerialisés au porteur*) in the denomination of €100,000 each. Title to the 2028 Notes will be evidenced in accordance with Articles L.211-3 *et seq.* and R.211-1 *et seq.* of the French *Code monétaire et financier* by book entries (*inscription en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the 2028 Notes.

The 2028 Notes will, upon issue, be inscribed in book entry form in the books of Euroclear France ("**Euroclear France**"), which shall credit the accounts of the Account Holders. For the purpose of these 2028 Conditions, "**Account Holders**" shall mean any intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear France, and includes Euroclear Bank SA/NV ("**Euroclear**") and the depositary bank for Clearstream Banking, S.A. ("**Clearstream**").

Title to the 2028 Notes shall be evidenced by entries in the books of Account Holders and will pass upon, and transfer of 2028 Notes may only be effected through, registration of the transfer in such books, and only in the denomination of €100,000.

2. STATUS

The obligations of the Issuer under the 2028 Notes in respect of principal, interest and other amounts constitute direct, general, unconditional, unsubordinated and secured (subject to, and, in accordance with Conditions 4 and 5) obligations of the Issuer and rank, and will at all times rank, *pari passu* without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law) at least equally and rateably with all other present or future unsubordinated and unsecured payment obligations of the Issuer.

3. NEGATIVE PLEDGE

So long as any of the 2028 Notes remains outstanding (as defined below), the Issuer undertakes that it will not, and will procure that none of its Subsidiaries will, grant or permit to subsist any Security Interest other than Permitted Security Interest upon the whole or any part of the Issuer's or any of its Subsidiaries' business (*fonds de commerce*), assets, rights or revenues, present or future, to secure any Financial Indebtedness incurred or guaranteed by the Issuer or any of its Subsidiaries, unless, at the same time or prior thereto, the Issuer's obligations under the 2028 Notes are equally and rateably secured therewith.

For the purposes of these 2028 Conditions:

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed and debit balances at banks or other financial institutions;

(b) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument or of bills of exchange, promissory notes, *bons de caisse* or any similar instrument;

(c) any amount raised by acceptance under any acceptance credit or bill discounting facility, receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirements for de-recognition under the accounting principles applicable to the consolidated financial statements of the Issuer);

(d) the amount of any liability in respect of any lease (including any *crédit-bail* or lease-back) or hire purchase contract which would, in accordance with the accounting principles applicable to the Issuer, be treated as a finance lease;

(e) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing in accordance with the accounting principles applicable to the Issuer;

(f) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value or, if any actual amount is due as a result of the termination or close-out of that transaction, that amount, shall be taken into account);

(g) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

(h) the amount of any personal liability for any of the items referred to in paragraphs (a) to (g) above.

"**outstanding**" means all the 2028 Notes issued other than (i) those which have been redeemed on their due date or otherwise in accordance with the 2028 Conditions, (ii) those in respect of which claims have been prescribed under Condition 13 below and (iii) those which have been purchased and cancelled in accordance with the 2028 Conditions.

"**Permitted Security Interest**" means in respect of the Issuer and any of its Subsidiaries:

(a) the Shares Pledges and any other Security Interest granted to the Lenders (as defined below) in accordance with the Facilities Agreement;

(b) any Security Interest existing on the Issue Date;

(c) any Security Interest granted in the ordinary course of business by a Subsidiary of the Issuer and securing an asset required for the operations of the relevant Subsidiary, provided that such Security Interest relates only to the asset acquired by the relevant Subsidiary and is created in order to secure the financing of the acquisition of such asset;

(d) any Security Interest in relation to a trade receivables securitisation programme;

(e) any Security Interest arising by operation of law;

(f) any Security Interest or lien arising in respect of taxes or imposed by law or state authorities, which are being contested in good faith by the relevant member(s) of the Group;

(g) any Security Interest granted by the members of the Group in the ordinary course of business, in the form of retention of title, right of retention or other security interest having similar effect in respect of goods and commodities and granted to suppliers as security of payment of their price, provided that such Security Interest is not granted as a result of a default by the relevant member of the Group in the due performance of their respective contractual obligations;

(h) any Security Interest granted in the form of a cash collateral in connection with a lease agreement, to the extent such lease agreement is entered into by the relevant member of the Group on arm's length basis (or more favourable terms to the Group);

(i) any Security Interest (other than any Security Interest over financial securities and capital rights, intellectual property rights, goodwill or real estate assets) over or affecting any asset of a company which becomes a Subsidiary of the Issuer after the Issue Date in relation to a Permitted Acquisition (as defined below in Condition 8.2), provided that (x) such Security Interest was existing at the time such company became a Subsidiary of the Issuer and was not granted by a member of the Group to secure the financing or refinancing of the acquisition of the shares of such company, (y) the amount secured by such Security Interest does not exceed the acquisition price of such asset and has not been increased for the purpose of, or since, the acquisition of the shares of the relevant company and (z) if such Security Interest is not a Permitted Security Interest under any other paragraph of this definition, a release of such Security Interest is granted within 6 months following the acquisition of the shares of the relevant company;

(j) any escrow (or equivalent arrangement) granted in connection with a disposal of assets to secure the rights of the purchaser of such assets under a guarantee or indemnity undertaking, provided that (*x*) the escrowed amount under such escrow does not exceed one hundred per cent. (100%) of the disposal price of such assets and (*y*) such escrow does not exceed three (3) years or, for any amount escrowed to secure a tax risk, the duration of the relevant tax statute of limitation;

(k) any escrow (or equivalent arrangement) granted in connection with a Permitted Acquisition (including in respect of any earn-out and put option); and

(l) any Security Interest, other than those permitted under paragraphs (a) to (k) above, securing Financial Indebtedness and granted over assets which aggregate book value does not exceed at any time five per cent. (5%) of the Group's consolidated gross assets (*actif brut consolidé*) as referred to in the most recent audited annual consolidated financial statements of the Issuer.

"**Security Interest**" means any mortgage, lien, charge, pledge, privilege, delegation or other form of security interest (*sûreté réelle*) including any other encumbrance, or transfer of ownership for security purposes, over one or more present or future assets.

"**Shares Pledges**" has the meaning given to it in Condition 4.

"**Subsidiary**" means, in relation to any entity at any time, any other person or entity controlled directly or indirectly by such person or entity within the meaning of Articles L.233-1 and L.233-3 of the French *Code de commerce*.

4. SHARES PLEDGES

Pursuant to a share pledge agreement (*contrat de nantissement de comptes de titres financiers*) in the French language to be entered into between the Issuer, the Lenders, the Facility Agent, the Representative (acting on behalf of the Masse (as defined below) as beneficiary), the representative of the masse of the holders of 2029 Notes (acting on behalf of the masse of the holders of 2029 Notes (as defined below) as beneficiary) and the Security Agent on the Issue Date (the "**Pledge Agreement**"), the Issuer grants a first ranking pledge over the financial securities accounts (*nantissement de comptes-titres de premier rang*) opened in the name of the Issuer in the books of EHTP, Cardinal Edifice, NGE Fondations, Guintoli, NGE Génie Civil, NGE Infranet and TSO, for the benefit of the Lenders, the Facility Agent, the Hedging Banks, the Masse and the masse of the holders of 2029 Notes in accordance with article L.228-77 of the French *Code de commerce* (the "**Shares Pledges**"), as more fully described in the Pledge Agreement.

Pursuant to the Pledge Agreement and the Intercreditor Agreement (as defined below), the Security Agent is appointed as agent of the Masse in order to create, manage and enforce the Shares Pledges for and on behalf of the Masse, it being specified that articles 2488-6 to 2488-12 of the French *Code civil* will not apply to the Security Agent.

Subject to the terms of the Intercreditor Agreement (as defined below), the Shares Pledges may only be enforced in the event of default by the Issuer to pay any amount due under the 2028 Notes.

By acquiring and holding the 2028 Notes, the 2028 Noteholders will be deemed to (i) appoint the Security Agent in accordance with the Pledge Agreement, (ii) have notice of the provisions of the Pledge Agreement and (iii) authorise Crédit Lyonnais to execute the Pledge Agreement as Security Agent.

For the purposes of these 2028 Conditions:

"**2029 Notes**" means the €115,000,000 3.400 per cent. notes due 8 December 2029 issued by the Issuer on 8 December 2021.

"**Cardinal Edifice**" means the *société par actions simplifiée* registered with the Registre du commerce et des sociétés of Rennes under number 950 033 555.

"**EHTP**" means the *société par actions simplifiée* registered with the Registre du commerce et des sociétés of Tarascon under number 439 987 405.

"**Facilities Agreement**" means the facilities agreement (*contrat de crédits*) dated 8 December 2021 entered into between *inter alia* the Issuer as borrower, Crédit Lyonnais as Facility Agent and the Lenders.

"**Facility Agent**" means, as at 8 December 2021, Crédit Lyonnais acting as agent for the Lenders in accordance with the provisions of the Facilities Agreement.

"**Guintoli**" means the *société par actions simplifiée* registered with the Registre du commerce et des sociétés of Tarascon under number 447 754 086.

"**Hedging Banks**" means the hedging banks parties to the hedging agreements to be entered into by the Issuer pursuant to the Facilities Agreement.

"**Lenders**" means the financial institutions parties to the Facilities Agreement as lenders.

"**NGE Fondations**" means the *société par actions simplifiée* registered with the Registre du commerce et des sociétés of Lyon under number 348 099 987.

"**NGE Génie Civil**" means the *société par actions simplifiée* registered with the Registre du commerce et des sociétés of Tarascon under number 487 469 330.

"**NGE Infranet**" means the *société par actions simplifiée* registered with the Registre du commerce et des sociétés of Tarascon under number 501 241 624.

"**Security Agent**" means, as at 8 December 2021, Crédit Lyonnais, acting as agent for the beneficiaries of the Shares Pledges in accordance with the provisions of the Intercreditor Agreement (as defined in Condition 5).

"**TSO**" means the *société par actions simplifiée* registered with the Registre du commerce et des sociétés of Meaux under number 747 252 120.

5. INTERCREDITOR AGREEMENT

Pursuant to an intercreditor agreement (*convention intercréanciers*) in the French language to be entered into between the Security Agent, the Facility Agent, the Lenders, the Representative (acting on behalf of the Masse, as beneficiary of the Shares Pledges) and the representative of the masse of the holders of 2029 Notes (acting on behalf of the masse of the holders of 2029 Notes, as beneficiary of the Shares Pledges) on the Issue Date (the "**Intercreditor Agreement**") a *pro-rata* distribution of the proceeds on a *pari passu* basis will be made between the beneficiaries of the Shares Pledges in case of enforcement of the Shares Pledges.

Pursuant to the Intercreditor Agreement and as more fully described therein, in the event of (i) the Facility Agent (acting on behalf of the Lenders and the Hedging Banks), (ii) the Representative (acting on behalf of the Masse (the decision of the Masse to enforce or not to enforce the Shares Pledges binding all 2028 Noteholders, including those who did not attend and vote at the relevant General Meeting or those who voted in a manner contrary to the majority)) or (iii) the representative of the masse of the holders of 2029 Notes (acting on behalf of the masse of the holders of 2029 Notes (the decision of the masse of the holders of 2029 Notes to enforce or not to enforce the Shares Pledges binding all holders of 2029 Notes, including those who did not attend and vote at the relevant General Meeting or those who voted in a manner contrary to the majority)) request the enforcement of the Shares Pledges, such enforcement will have to be made by the Security Agent provided that the beneficiaries of the Shares Pledges requesting such enforcement represents a majority of fifty-one per cent. (51%) of all said beneficiaries.

In the event the beneficiaries of the Shares Pledges requesting such enforcement represents less than fifty-one per cent. (51%) of all beneficiaries, the Security Agent will consult the other beneficiaries to determine whether they wish to accept or refuse the enforcement.

The aforesaid majority of beneficiaries is calculated based on the outstanding amount due by the Issuer to the Facility Agent and the Lenders under the Facilities Agreement, to the 2028 Noteholders under the 2028 Notes and to the holders of 2029 Notes under the 2029 Notes (the outstanding amount of the Hedging Banks being excluded).

By acquiring and holding the 2028 Notes, the 2028 Noteholders will be deemed to (i) appoint the Security Agent in accordance with the Intercreditor Agreement, (ii) have notice of the provisions of the Intercreditor Agreement and (iii) authorise Crédit Lyonnais to execute the Intercreditor Agreement as Security Agent.

6. SUBORDINATION AGREEMENT

A subordination agreement (*convention de subordination*) in the French language will be entered into on the Issue Date between *inter alia* the Issuer, the Lenders, the Representative (acting on behalf of the Masse), the representative of the masse of the holders of 2029 Notes (acting on behalf of the masse of the holders of 2029 Notes), the holder of the Simple Bonds and the representative of the masse of the holders of the Bonds Redeemable in Shares (the "**Subordination Agreement**"), for the purpose of defining the terms and conditions under which the payment of amounts due by the Issuer under the Simple Bonds, the Bonds Redeemable in Shares and any Other Subordinated Debt will be subordinated to the payment of any amount due under the 2028 Notes, the 2029 Notes and the Facilities Agreement.

Notably and as more fully described therein, the Subordination Agreement provides for (i) the early redemption or purchase of the Simple Bonds and of the Bonds Redeemable in Shares with the proceeds received from any Concession Transfer (as defined in Condition 9.4(a)) and (ii) in the event the Simple Bonds are not redeemed or purchased up to €21,376,955 on 8 December 2022 and up to €15,000,000 on 8 December 2023 with the proceeds received from any Concession Transfer, the redemption or purchase by the Issuer of the Simple Bonds by CME up to the required amount by way of a share capital increase subscribed by the shareholders of the Issuer (the "**Simple Bonds Put Option**").

By acquiring and holding the 2028 Notes, the 2028 Noteholders will be deemed to have notice of the provisions of the Subordination Agreement.

"**Bonds Redeemable in Shares**" means the bonds redeemable in shares (*obligations remboursables en actions*) to be issued by the Issuer on 8 December 2021 up to an aggregate nominal amount of €43,092,421.65 due on 8 December 2031, bearing full capitalised interest at an annual rate of (i) 2% *per annum* up to and including 8 December 2022 and (ii) 6% *per annum* from 9 December 2022, with a maturity of ten (10) years and to be fully subscribed by FSA, FSB and NGE Management by way of set-off against the portion of the shareholder's loan held by FSA, FSB and NGE Management.

"**CME**" means Crédit Mutuel Equity SCR, a *société par actions simplifiée* registered with the Registre du commerce et des sociétés of Paris under number 317 586 220.

"**FSA**" means Financière Saint Anne, *société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Paris under number 503 859 241.

"**FSB**" means Financière Saint Bénezet, the *société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Paris under number 529 992 505.

"**NGE Management**" means the *société en commandite par actions* registered with the *Registre du commerce et des sociétés* of Avignon under number 504 409 657.

"**Simple Bonds**" means the ordinary subordinated bonds (*obligations simples subordonnées*) to be issued by the Issuer on 8 December 2021 up to an aggregate nominal amount of €36,376,955 bearing full capitalised interest with a maturity of two (2) years (redeemable or callable up to a maximum of €21,376,955 on 8 December 2022 and up to a maximum of €15,000,000 on 8 December 2023) and to be fully subscribed by CME by way of set-off against the portion of the shareholder loan held by CME.

"**Other Subordinated Debt**" means any issue by the Issuer after the Issue Date of debt securities (including any issue of simple bonds or bonds giving access to capital) or any shareholder loans and/or advances in shareholder's current account granted to the Issuer after the Issue Date, provided that such debt securities, shareholder loans and advances in shareholder's current account (*x*) are fully subordinated (in principal, interest or any amount related thereto) to the Facilities Agreement, the 2029 Notes and the 2028 Notes under the terms and conditions of the Subordination Agreement, (*y*) have a maturity date falling twelve (12) months after the later of (i) the final maturity date of the Facilities Agreement, (ii) the final maturity date of the 2029 Notes and (iii) the Maturity Date and (*z*) are unsecured.

7. RATE OF INTEREST

7.1 Interest Payment Dates

The 2028 Notes will bear interest from, and including, the Issue Date to, but excluding, 8 December 2028 (the "**Maturity Date**") at a fixed rate of 3.200 per cent. *per annum* (the "**Initial Interest Rate**") (adjusted, as the case may be, pursuant to Condition 7.2 below), payable annually in arrear on 8 December in each year up to and including the Maturity Date (each an "**Interest Payment Date**"). The first Interest Payment Date will be on 8 December 2022 for the period from, and including, the Issue Date up to, but excluding, 8 December 2022.

7.2 Adjustment and Sustainable Compensation Amount

(a) Interest rate adjustment

The Initial Interest Rate applicable to the 2028 Notes will be adjusted as follows in respect of the first Interest Payment Date following each Valuation Date (as defined in Condition 8.4 below), based on the information contained in the most recent Sustainable Performance Report (as defined in Condition 8.4 below) delivered by the Issuer as provided in Condition 8.3(c)(ii) below:

(i) if the Issuer has complied with all of the Sustainable Performance Targets (as defined in Condition 8.4 below), then the 2028 Notes will bear interest at the Initial Interest Rate minus 20 basis points;

(ii) if the Issuer has complied with two (2) of the Sustainable Performance Targets, then the 2028 Notes will bear interest at the Initial Interest Rate minus 10 basis points;

(iii) if the Issuer has complied with one (1) of the Sustainable Performance Targets, then the 2028 Notes will bear interest at the Initial Interest Rate; and

(iv) if the Issuer has not complied with any of the Sustainable Performance Targets, then the 2028 Notes will bear interest at the Initial Interest Rate plus 10 basis points.

For the avoidance of doubt, in case of the occurrence of any of the events referred to in subparagraphs (i), (ii) or (iv) above, the adjustment of the Initial Interest Rate will be applicable to the 2028 Notes from the first day of the Interest Period in which such event has occurred and for each successive Interest Period until the next Interest Payment Date where an adjustment pursuant to this Condition 7.2 will occur. The Calculation Agent shall notify to the Issuer the adjusted interest rate and the resulting amount of interest due for the relevant Interest Period no later than seven (7) Business Days prior to the Interest

Payment Date, it being specified that no adjustment shall be made pursuant to this Condition 7.2(a) for compliance with the Sustainable Performance Targets prior to the Interest Payment Date falling on 8 December 2023.

If for any reason (*x*) the performance level against the Sustainable Performance Target 1 and/or the Sustainable Performance Target 2 and/or the Sustainable Performance Target 3 cannot be calculated, (*y*) the Statutory Auditors are not in a position to provide their External Verification Report or (*z*) the Issuer is not in a position to provide the Sustainable Performance Report or to include the information required under Condition 8.4(iv) in its annual report or CSR (corporate and responsability) report (*rapport RSE (responsabilité sociale d'entreprise)*):

- in respect of (*x*) above, the Initial Interest Rate applicable to the 2028 Notes will be adjusted (if applicable) in accordance with the provisions of sub-paragraphs (ii) to (iv) above of this Condition 7.2(a), as if the Issuer had not complied with one (1), two (2) or three (3) (as applicable) of the Sustainable Performance Targets;
- in respect of (*y*) and (*z*) above, the Initial Interest Rate applicable to the 2028 Notes will be adjusted (if applicable) in accordance with the provisions of sub-paragraph (iv) above of this Condition 7.2(a), as if the Issuer had not complied with any of the three (3) Sustainable Performance Targets; and
- if applicable, the Issuer will pay a Sustainable Compensation Amount as defined and provided under Condition 7.2(b) below, as if the Issuer had not complied with any of the three (3) Sustainable Performance Targets.

No adjustment under subparagraphs (i) or (ii) above shall take place as long as an Event of Default has occurred and is continuing.

For the purposes of these 2028 Conditions:

"**Interest Period**" means the period from (and including) the Issue Date to (but excluding) the first Interest Payment Date and each successive period from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date.

(b) Sustainable Compensation Amount

A Sustainable Compensation Amount (as defined below) shall be paid by the Issuer to one or several Eligible Foundations (as defined below) on the Interest Payment Date immediately succeeding the determination of such Sustainable Compensation Amount (the "**Sustainable Compensation Measure**") if, based on the information contained in the most recent Sustainable Performance Report (as defined in Condition 8.4 below) delivered by the Issuer as provided in Condition 8.3(c)(ii) below, the Issuer has not complied with any of the Sustainable Performance Targets.

Where relevant, the 2028 Noteholders will be notified, in accordance with Condition 15, of the Sustainable Compensation Measure to be implemented or which have been implemented by the Issuer upon communication of the Sustainable Performance Report.

For the avoidance of doubt, (i) such Sustainable Compensation Amount shall be paid in addition to any interest rate adjustment in accordance with Condition 7.2(a) above but shall not be added to the amount of interest payable annually under the 2028 Notes, (ii) no determination of such Sustainable Compensation Amount shall be made pursuant to this Condition 7.2(b) prior to the Valuation Date falling on 31 December 2022 and (iii) no payment of such Sustainable Compensation Amount shall be made pursuant to this Condition 7.2(b) prior to the Interest Payment Date falling on 8 December 2023.

For the purposes of these 2028 Conditions:

"**Eligible Foundation**" means LADAPT (https://www.ladapt.net/soutenir) and/or Prévention Routière (https://www.preventionroutiere.asso.fr/) and/or Biocenys (https://www.biocenys.fr/) and/or CAPTE (https://www.capte.io/projets/) and/or ONF (https://www.onf.fr/onf), and/or Association des Femmes Ingénieurs (https://www.femmes-ingenieures.org/) and/or OPE (https://www.objectifpouremploi.fr/orientation/mixite/) and/or any other similar foundation, non-governmental organisation or association, (i) enjoying local credibility, (ii) whose field of activity falls in whole or in part within the environmental, social, and governance themes to which the Issuer's KPIs pertain, (iii) which, to the best of the Issuer's knowledge, are not subject to sanctions and are not engaged in an activity or have not committed an act violating any law or regulation seeking the prevention or the sanctioning of corruption, money laundering and/or terrorist financing and (iv) in respect of which there is nor will be no conflict of interest with the Group or the Issuer.

"**Sustainable Compensation Amount**" means an amount equal to 0.10% *per annum* of the outstanding principal amount of the 2028 Notes.

7.3 Interest payments

Each Note will cease to bear interest from the due date for redemption, unless the Issuer defaults in payment for its redemption on said date. In such event, interest on such Note shall continue to accrue at the Initial Interest Rate (adjusted, as the case may be, pursuant to Condition 7.2 above) (both before and after judgment) until the calendar day (included) on which all sums due in respect of such Note up to that calendar day are received by or on behalf of the relevant Noteholder.

Interest will be calculated on an Actual/Actual (ICMA) basis. Where interest is to be calculated in respect of a period of less than one year, it shall be calculated on the basis of the number of days elapsed in the relevant period, from and including the date from which interest begins to accrue to but excluding the date on which it falls due, divided by the number of days in such period in which the relevant period falls (including the first but excluding the last day of such period) i.e. divided by 365 (or by 366 if a February 29 is included in such period). Where interest is to be calculated in respect of a period which is more than one year, such interest shall be the aggregate of the interest payable in respect of a full year plus the interest payable in respect of the remaining period calculated in the manner as aforesaid.

8. COVENANTS

So long as any of the 2028 Notes is outstanding, the Issuer shall comply with the covenants referred to in this Condition 8.

8.1 Financial Covenants

The Issuer shall procure that as at each Testing Date:

(a) the Net Leverage Ratio is less than 2.50x,

it being specified that the Net Leverage Ratio may be exceeded a maximum of two (2) times before the Maturity Date,

it being further specified that the Net Leverage Ratio shall never be (i) higher than 3.00x nor (ii) exceeded in respect of two (2) consecutive Testing Dates,

(b) the Gross Leverage Ratio is less than 5.00x,

it being specified that the Gross Leverage Ratio may be exceeded a maximum of two (2) times before the Maturity Date,

it being further specified that the Gross Leverage Ratio shall never be (i) higher than 5.50x nor (ii) exceeded in respect of two (2) consecutive Testing Dates,

(c) the Consolidated Net Cash is higher than (i) €60,000,000 as at the first Testing Date (*i.e.* being 31 December 2021), (ii) €80,000,000 as at the second Testing Date (*i.e.* being 31 December 2022) and (iii) €100,000,000 as at each following Testing Date,

(together, the "**Financial Covenants**").

The Financial Covenants shall be calculated in accordance with the accounting principles applicable to the annual consolidated financial statements of the Issuer taking into account IFRS (*International Financial Reporting Standards*) rules (including, for the avoidance of doubt, IFRS 16 rule) applicable as of the Issue Date and tested by reference to the relevant annual consolidated financial statements of the Issuer.

The Gross Leverage Ratio and the Net Leverage Ratio in respect of a Relevant Period shall be adjusted on a *pro forma* basis to include or restate (on a twelve month basis) the EBITDA of any company acquired pursuant to a Permitted Acquisition (as defined below in Condition 8.2) during that Relevant Period (as if it had been a member of the Group since the beginning of the Relevant Period) or the EBITDA of any member of the Group disposed during that Relevant Period (as if it had ceased to be a member of the Group since the beginning of the Relevant Period).

For the purposes of these 2028 Conditions:

"**Consolidated EBIT**" means the " consolidated "current operating income (*Résultat opérationnel courant*)" item (or equivalent item) referred to in the most recent audited annual consolidated financial statements of the Issuer; provided that, with respect to the new entities which shall become part of the Group, the relevant amounts to be taken into account shall be computed on the basis of the Relevant Period, whatever the date of their integration.

"**Consolidated EBITDA**" means the Consolidated EBIT increased by the "Amortization, depreciation and provisions net (*Dotations nettes aux amortissements et provisions*" item and the "Net book value of disposals of non-current assets (*Valeur nette comptable des éléments d'actifs cédés*)" item (or equivalent items), all as referred to in the most recent audited annual consolidated financial statements of the Issuer; provided that, with respect to the new entities which shall become part of the Group, the relevant amounts to be taken into account shall be computed on the basis of the Relevant Period, whatever the date of their integration.

"**Consolidated Gross Debt**" means (A) the sum of (i) the "Long-term borrowings and loans (*Emprunts et dettes financières diverses à long terme*)" item, (ii) the "Current Borrowings and loans (*Emprunts et dettes financières courants*)" item, (iii) the "Bank overdrafts (*Découverts bancaires*)" item (including any securitisation, whether deconsolidating or not), (iv) the "Non-current lease liabilities (*Dettes de location non courantes*)" item and (v) the "Current lease liabilities (*Dettes de location courantes*)" item (or equivalent items), all as referred to in the most recent audited annual consolidated financial statements of the Issuer, minus (B) the Subordinated Debts.

"**Consolidated Gross Cash**" means the "Cash and cash equivalents (*Trésorerie et équivalents de trésorerie*)" item referred to in the most recent audited annual consolidated financial statements of the Issuer.

"**Consolidated Net Cash**" means the Consolidated Gross Cash minus the "Bank overdrafts (*Découverts bancaires*)" item referred to in the most recent audited annual consolidated financial statements of the Issuer (including any securitisation, whether deconsolidating or not).

"**Consolidated Net Debt**" means the Consolidated Gross Debt minus the Consolidated Gross Cash.

"**Gross Leverage Ratio**" means, in respect of any Relevant Period, the ratio of the Consolidated Gross Debt divided by the Consolidated EBITDA.

"**Net Leverage Ratio**" means, in respect of any Relevant Period, the ratio of the Consolidated Net Debt divided by the Consolidated EBITDA.

"**Relevant Period**" means a period of twelve (12) months ending on or about a Testing Date.

"**Subordinated Debts**" means the Simple Bonds, the Bonds Redeemable in Shares and, if applicable, any Other Subordinated Debt.

"**Testing Date**" means 31 December in each year, the first Testing Date being 31 December 2021.

8.2 Limitation on acquisition covenant

The Issuer undertakes that it will not, and will ensure that none of its Subsidiaries will, acquire the shares of a company or a business or an undertaking other than a Permitted Acquisition.

For the purposes of these 2028 Conditions:

"**Line of Business**" means any activity in the sector of building and public works, both in France and internationally.

"**Permitted Acquisition**" means the acquisition of the shares of a company or the acquisition of a business or of an undertaking (or, in each case, any interest in any of them) that complies with the following criteria:

(i) the enterprise value (*valeur d'entreprise*) of the acquisition does not exceed €30,000,000 individually (it being specified that completion of any such acquisition for an enterprise value (*valeur d'entreprise*) in excess of €30,000,000 shall be subject to the prior approval of the Masse) or €60,000,000 in aggregate (when aggregated with enterprise values (*valeurs d'entreprise*) of any Permitted Acquisition made within a same financial year);

(ii) no Event of Default (as defined in Condition 12 below) is on-going or would result from such acquisition;

(iii) the level of the Financial Covenants, determined on a *pro forma* basis taking into account the contemplated acquisition (i) were complied with as at the last Testing Date immediately preceding the date of completion of such acquisition, should such acquisition be completed on or before 30 June or (ii) will be complied with as at the next Testing Date immediately following the date of completion of such acquisition, should such acquisition be completed after 30 June;

(iv) if the acquisition is over the shares of a company:

(a) the liability of the shareholders of the company (due to its corporate form) is limited to their capital contribution;

(b) upon completion of the Permitted Acquisition, either (a) the Issuer or the relevant Subsidiary holds the control (direct or indirect), within the meaning of Article L.233-3 I of the French *Code de commerce,* of such company or (b) the Issuer or the relevant Subsidiary holds an initial interest in such company together with a call option, allowing the Issuer or the relevant Subsidiary to gain the control (direct or indirect), within the meaning of Article L.233-3 I of the French *Code de commerce,* of the said company should the call option be exercised; and

(c) the EBITDA of the company (if applicable, on a consolidated basis or aggregated with its Subsidiaries) calculated over the last twelve (12) months (or, if such information is not available, on the basis of the latest available annual accounts (if applicable, consolidated according to the group's consolidation standards)) (the "**Target EBITDA**"):

(*x*) is positive for the last financial year immediately preceding the relevant Permitted Acquisition; or

(*y*) if negative, does not exceed (1) an individual amount of -€2,000,000 (or its equivalent in any other currency) and (2) an amount, aggregated with the sum of the negative EBITDA (calculated over the last twelve (12) months (or, if such information is not available, on the basis of the last available annual accounts (if applicable consolidated according to the group's consolidation standards)) of all Permitted Acquisitions over the shares of companies completed since the Issue Date and whose EBITDA were negative at the date of their acquisition, of -€5,000,000 (or its equivalent in any other currency);

(v) the company, the business or the undertaking is engaged in activities that are within, similar or related to the Line of Business; and

(vi) the company, the business or the undertaking is located (or registered in the case of a company) in a country that is not a Sanctioned Country.

"**Sanctioned Country**" means any country or territory that is, or whose government is, subject to a Sanctions regime prohibiting or restricting relations with that country, territory or government.

"**Sanctions**" means any laws, regulations or other restrictive measures of a mandatory nature enacting economic, financial or trade sanctions (including, for the avoidance of doubt, any sanctions or measures relating to any embargo or freeze on funds and economic resources, restrictions on dealings with persons or on goods or territories) issued, administered or enforced by the United States of America (including, without limitation, measures enacted by the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the Department of Commerce and the U.S. Department of State), and/or the United Nations (including the United Nations Security Council), and/or the European Union and/or the Republic of France and/or the United Kingdom or any other competent authority, including other states, having the power to impose such sanctions.

8.3 Information undertakings

The Issuer shall supply to the Fiscal Agent (copy to the Representative) who will make available to the 2028 Noteholders, in accordance with any applicable law (in particular Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse):

(a) as soon as they are available but in any event within one hundred and eighty (180) calendar days after the end of each financial year of the Issuer, or as applicable, each Principal Subsidiary:

(i) certified true copies of the audited annual consolidated financial statements of the Issuer for such financial year;

(ii) certified true copies of the audited annual non-consolidated financial statements of the Issuer and each Principal Subsidiary for such financial year; and

(iii) the audit reports with respect thereto (except the Principal Subsidiaries for which a statutory auditor or an auditor is not required by applicable regulations).

(b) as soon as they are available but in any event within one hundred and twenty (120) calendar days after the end of the first six-month period of each financial year of the Issuer:

(i) certified true copies of the unaudited and uncertified semi-annual consolidated financial statements of the Issuer for such six-month period, and

(ii) certified true copies of the unaudited and uncertified semi-annual non-consolidated financial statements of the Issuer for such six-month period.

(c) as soon as possible but in any event within one hundred and eighty (180) calendar days after the end of each financial year of the Issuer:

(i) a compliance certificate, signed by its legal representative and by its auditors, stating whether or not the Issuer complies with its Financial Covenants and setting out, on a consolidated basis as of 31 December of the relevant financial year, computations of its Financial Covenants;

(ii) the Sustainable Performance Report, together with the External Verification Report referred to in Condition 8.4 below, and for the first time in respect of the Valuation Date falling on 31 December 2022;

(iii) a compliance certificate, signed by its legal representative and by its auditors, stating any and all Security Interests over or affecting the shares of any of the Issuer's Subsidiaries;

(iv) if applicable, a compliance certificate, signed by its legal representative, listing the Principal Subsidiaries detailing their contribution to the total gross consolidated revenues of the Issuer and the Consolidated EBITDA, each as calculated from the most recent audited annual consolidated financial statements of the Issuer; and

(v) a compliance certificate, signed by its legal representative, stating whether or not all acquisitions of shares of companies, businesses and undertakings made during this financial year, met the criteria of Permitted Acquisition.

Upon receipt of any compliance certificate from the Issuer, the Fiscal Agent shall provide the 2028 Noteholders with such compliance certificate in accordance with Condition 15.

The Fiscal Agent shall have no obligation to read or analyse any information or report delivered to it under this Condition 8.3 and shall have no obligation to determine whether any such information or report complies with the provision of this Condition 8.3 and shall not be deemed to have notice of anything disclosed therein and shall incur no liability by reason thereof.

For the purposes of these 2028 Conditions:

"**Principal Subsidiary**" means:

(a) any other Subsidiary of the Issuer whose (i) gross revenues represent more than three per cent. (3%) of the total gross consolidated revenues of the Group and (ii) EBITDA represents more than five per cent. (5%) of Consolidated EBITDA, as calculated from the most recent audited annual consolidated financial statements of the Issuer; and

(b) in the event that the aggregate amount of gross revenues of all Subsidiaries of the Issuer referred to in paragraph (a) above represents less than seventy per cent. (70%) of the total gross consolidated revenues of the Group, all other Subsidiaries of the Issuer taken in descending order of gross revenues until the aggregate amount of gross revenues of the companies referred to in paragraphs (a) and (b) represents at least seventy per cent. (70%) of the total gross consolidated revenues of the Group, as calculated from the most recent audited annual consolidated financial statements of the Issuer.

A list of the Principal Subsidiaries as at the Issue Date is set out in Schedule 1 to these 2028 Conditions.

8.4 Sustainable Performance Targets

The Issuer will, in respect of each Valuation Date:

(i) evaluate in good faith the performance level of KPI 1 against the Sustainable Performance Targets 1 as at each Valuation Date;

(ii) evaluate in good faith the performance level of KPI 2 against the Sustainable Performance Targets 2 as at each Valuation Date;

(iii) evaluate in good faith the performance level of KPI 3 against the Sustainable Performance Targets 3 as at each Valuation Date;

(iv) include in a dedicated section of its annual report or CSR (corporate and responsability) report (*rapport RSE (responsabilité sociale d'entreprise)*), as applicable, the valuation made by the Issuer of the KPIs against the Sustainable Performance Targets;

(v) prepare a report that will include (*x*) the valuation made by the Issuer of the KPIs against the Sustainable Performance Targets, (*y*) the related impact (including timing of such impact) on the 2028 Notes in terms of adjustment to the Initial Interest Rate and, if applicable, payment of the Sustainable Compensation Amount and (*z*) if applicable, the accurate payment of the Sustainable Compensation Amount due with respect to the relevant previous Interest Payment Date (it being specified that such payment shall be in addition to any donations otherwise made by the Issuer to such Eligible Foundation and detailed for each Eligible Foundation) (the "**Sustainable Performance Report**");

(vi) ensure that the Statutory Auditors prepare a verification report confirming the contents of the Sustainable Performance Report (the "**External Verification Report**"); and

(vii) deliver the Sustainable Performance Report, together with the External Verification Report, in accordance with Condition 8.3(c)(ii) to the 2028 Noteholders.

In the event of any change (i) to the calculation methodology of any of the KPIs, (ii) in data due to better data accessibility and/or (iii) as a result of any Significant Change in the Group's Perimeter, which, individually or in aggregate, has a significant impact on the levels of any of the Sustainable Performance Targets and/or the level of any of the KPI baselines, the Sustainable Performance Targets and/or the KPI baselines may be recalculated in good faith by the Issuer (and, in respect of any event referred to in

(iii) above, on the basis of *proforma* financial statements taking into account the impact of such event) to reflect such change, provided that:

(a) such change has no adverse effect on the interests of the 2028 Noteholders; and

(b) an independent and well-recognised expert on the relevant KPI has been appointed by the Issuer (*e.g.* EcoAct for Green House Gas emissions reduction) and has independently confirmed that the proposed revision (*x*) is consistent with the Issuer's strategy and (*y*) is in line with the initial level of ambition of the relevant Sustainable Performance Target(s),

as described in "The Group's Sustainable Performance Targets" in this Prospectus.

Any such change will be communicated as soon as reasonably practicable by the Issuer to the Fiscal Agent (copy to the Representative) who will notify the same to the 2028 Noteholders in accordance with Condition 15.

Any other changes will be made with the prior approval of the 2028 Noteholders.

For the purposes of these 2028 Conditions:

"**Accident Frequency Rate**" means the number of accidents with sick leave multiplied by one million (1,000,000) and divided by the number of worked hours, it being specified that (i) "worked hours" means the number of full-time equivalent staff excluding temporary staff multiplied by the number of working hours made every year by a full-time person and (ii) "accidents with sick leave" means the accidents resulting in a sick leave of at least twenty-four (24) hours, declared and recognised by any competent authority.

"**EcoAct**" means the *société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Paris under number 492 029 475, being an international environmental consultant.

"**GHG Protocol Corporate Standard**" means the document entitled "The Greenhouse Gas Protocol, A Corporate Accounting and Reporting Standard (Revised Edition)" published by the World Business Council for Sustainable Development and the World Resources Institute (as amended and updated as at the Issue Date).

"**Group**" means at any time the Issuer and its Subsidiaries.

"**KPIs**" means, together, the KPI 1, the KPI 2 and the KPI 3.

"**KPI 1**" means the first key performance indicator relating to the reduction of the Accident Frequency Rate on a worldwide scope, in line with the United Nations Sustainable Development Goals n°3, on which the Sustainable Performance Targets 1 are based.

"**KPI 2**" means the second key performance indicator relating to the total GreenHouse Gas emissions (*i.e.* absolute GreenHouse Gas emissions) in respect of Scope 1 and Scope 2, on a worldwide scope, expressed in tons of CO2 equivalent (tCO2eq), calculated by the Issuer, in line with the GHG Protocol, the EU Environmental Objective 1 – Climate Change Mitigation and United Nations Sustainable Development Goals n°13 and a well-below 2°C scenario, on which the Sustainable Performance Targets 2 are based.

"**KPI 3**" means the third key performance indicator relating to the number of women among building site managers on a worldwide scope, in line with the United Nations Sustainable Development Goals n°5, on which the Sustainable Performance Targets 3 are based.

"**Scope 1**" means direct greenhouse gas emissions from sources owned or controlled by the Group, as defined in the GHG Protocol Corporate Standard, expressed in tons of carbon dioxide equivalent (tCO2eq).

"**Scope 2**" means indirect greenhouse gas emissions from the generation of electricity, steam and heating/cooling purchased from third parties and consumed in the Group's owned or controlled equipment or operations, as defined in the GHG Protocol Corporate Standard, expressed in tons of carbon dioxide equivalent (tCO2eq).

"**Significant Change in the Group's Perimeter**" means any significant external growth, acquisition or disposal in excess of ten per cent. (10%) of the total revenue of the Group.

"**Statutory Auditors**" means the statutory auditors of the Issuer, being as at the Issue Date Groupe IFEC and TALENZ ARES AUDIT (formerly AREs X-PERT AUDIT).

"**Sustainable Performance Targets**" means, together, the Sustainable Performance Targets 1, the Sustainable Performance Targets 2 and the Sustainable Performance Targets 3.

"**Sustainable Performance Targets 1**" means the objectives at the Group's level (including any significant external growth, acquisition and/or disposal other than a Significant Change in the Group's Perimeter completed as at the relevant Valuation Date) relating to KPI 1 to be complied with on each Valuation Date, in line with the United Nations Sustainable Development Goals n°3, being a cumulative annual reduction against the 2020 baseline of six per cent. (6%) and corresponding:

(i) on the Valuation Date falling on 31 December 2022, to an Accident Frequency Rate less than or equal to 12.06%;

(ii) on the Valuation Date falling on 31 December 2023, to an Accident Frequency Rate less than or equal to 11.34%;

(iii) on the Valuation Date falling on 31 December 2024, to an Accident Frequency Rate less than or equal to 10.66%;

(iv) on the Valuation Date falling on 31 December 2025, to an Accident Frequency Rate less than or equal to 10.02%;

(v) on the Valuation Date falling on 31 December 2026, to an Accident Frequency Rate less than or equal to 9.42%; and

(vi) on the Valuation Date falling on 31 December 2027, to an Accident Frequency Rate less than or equal to 8.85%.

"**Sustainable Performance Targets 2**" means the objectives at the Group's level (including any significant external growth, acquisition and/or disposal other than a Significant Change in the Group's Perimeter completed as at the relevant Valuation Date) relating to KPI 2 to be complied with on each Valuation Date, being a cumulative annual reduction of the quantity of tons of carbon dioxide equivalent (tCO2eq) against 2019 baseline of four per cent. (4%), as calculated by the Issuer on the basis of the methodology in line with the GHG Protocol, the EU Environmental Objective 1 – Climate Change Mitigation and United Nations Sustainable Development Goals n°13 and a well-below 2°C scenario and corresponding:

(i) on the Valuation Date falling on 31 December 2022, to GreenHouse Gas emissions less than or equal to 162,226 tCO2eq;

(ii) on the Valuation Date falling on 31 December 2023, to GreenHouse Gas emissions less than or equal to 155,737 tCO2eq;

(iii) on the Valuation Date falling on 31 December 2024, to GreenHouse Gas emissions less than or equal to 149,507 tCO2eq;

(iv) on the Valuation Date falling on 31 December 2025, to GreenHouse Gas emissions less than or equal to 143,527 tCO2eq;

(v) on the Valuation Date falling on 31 December 2026, to GreenHouse Gas emissions less than or equal to 137,786 tCO2eq; and

(vi) on the Valuation Date falling on 31 December 2027, to GreenHouse Gas emissions less than or equal to 132,274 tCO2eq.

"**Sustainable Performance Targets 3**" means the objectives at the Group's level (including any significant external growth, acquisition and/or disposal other than a Significant Change in the Group's Perimeter completed as at the relevant Valuation Date) relating to KPI 3 to be complied with on each Valuation Date, in line with the United Nations Sustainable Development Goals n°5, being:

(i) on the Valuation Date falling on 31 December 2022, at least two hundred (200) women hired among building site managers;

(ii) on the Valuation Date falling on 31 December 2023, at least two hundred and twenty-five (225) women hired among building site managers;

(iii) on the Valuation Date falling on 31 December 2024, at least two hundred and sixty (260) women hired among building site managers;

(iv) on the Valuation Date falling on 31 December 2025, at least two hundred and ninety (290) women hired among building site managers;

(v) on the Valuation Date falling on 31 December 2026, at least three hundred and thirty (330) women hired among building site managers;

(vi) on the Valuation Date falling on 31 December 2027, at least three hundred and eighty (380) women hired among building site managers.

"**Valuation Date**" means 31 December of each year until 31 December 2027 (included), the first Valuation Date being 31 December 2022.

8.5 Limitation on distributions of dividends covenant

The Issuer undertakes that its corporate bodies will not make any distribution of dividends, interim dividends or reserves in any form whatsoever, and that no distribution of dividends, interim dividends, reserves or premiums in any form whatsoever will be made or paid, except for any such distribution to all shareholders of the Issuer, in each financial year as from the financial year beginning on 1 January 2022 (inclusive), of dividends from the distributable income of the preceding financial year, subject to compliance with the following conditions:

(i) the total cumulative amount of distributions in respect of each financial year does not exceed fifty per cent. (50%) of the consolidated profit attributable to the Group of the previous financial year;

(ii) no Event of Default is on-going or results from the distribution or payment of such dividends;

(iii) the Fiscal Agent has received for the preceding financial year the compliance certificate referred to under Condition 8.3(c)(i) and the annual consolidated financial statements of the Issuer referred to under Condition 8.3(a)(i); and

(iv) the Issuer has supplied to the Fiscal Agent a compliance certificate stating that the level of the Financial Covenants (determined on a *pro forma* basis taking into account the contemplated distribution and any other distribution already made during the relevant financial year) on the immediately preceding Testing Date is complied with.

8.6 Limitation on Financial Indebtedness covenant

The Issuer undertakes that it will not, and shall ensure that none of its Subsidiaries will, incur and maintain any Financial Indebtedness other than a Permitted Financial Indebtedness.

For the purposes of these 2028 Conditions, "**Permitted Financial Indebtedness**" means:

(i) any Financial Indebtedness existing as at the Issue Date;

(ii) the Financial Indebtedness under the Facilities Agreement;

(iii) the 2028 Notes and the 2029 Notes;

(iv) the Subordinated Debts;

(v) any additional medium or long-term Financial Indebtedness (including under any *crédit-bail* or lease-back or finance lease), incurred by members of the Group (or maintained following a Permitted Acquisition) up to a maximum cumulative annual amount not exceeding six point fifty per cent. (6.50%) of the Group's consolidated revenues (excluding taxes) for the previous financial year;

(vi) any additional short-term Financial Indebtedness within the meaning of IFRS (*International Financial Reporting Standards*) rules, in the ordinary course of business and on customary terms, for the purpose of financing their respective working capital requirements, provided that:

(a) the total outstanding short-term Financial Indebtedness within the meaning of IFRS (*International Financial Reporting Standards*) rules (including the outstanding short-term Financial Indebtedness existing as at the Issue Date and the uses of the NEU CP programme, but excluding the uses of the securitisation programme of the Issuer and the portion at less than one year of medium and long-term Financial Indebtedness) (the "**Short-Term Financial Indebtedness**") does not exceed, at any time, a cumulative amount at Group level of €150,000,000 (or its equivalent in any other currency); and

(b) the Short-Term Financial Indebtedness is not secured by any security interest, personal guarantee or other off-balance sheet commitment;

(vii) any additional Financial Indebtedness under the securitisation programme of the Issuer and/or any other trade receivables securitisation programme, up to a maximum aggregate principal amount of Financial Indebtedness (excluding interest accrued or to be accrued in respect of such Financial Indebtedness) of €250,000,000 (increased to €280,000,000 during the period from 1 May to 31 October of each year in accordance with the provisions of the securitisation programme of the Issuer) (or any equivalent amount in any other currency) at any time;

(viii) any additional Financial Indebtedness in respect of a vendor loan (*crédit-vendeur*) or any deferred payment obligation incurred in connection with the acquisition of an asset or the completion of a Permitted Acquisition;

(ix) any off-balance sheet commitment; and

(x) any Financial Indebtedness in respect of any loan or credit in any form whatsoever entered into in the ordinary course of business and on customary terms between members of the Group and consistent with the corporate interest of the entities concerned.

9. REDEMPTION AND PURCHASE

The 2028 Notes may not be redeemed otherwise than in accordance with this Condition 9 or with Conditions 11 and 12 below.

9.1 Redemption at maturity

Unless previously redeemed or purchased and cancelled, the 2028 Notes will be redeemed by the Issuer in full at their Principal Amount (as defined below) on the Maturity Date.

For the purposes of these 2028 Conditions, "**Principal Amount**" means €100,000 per Note.

9.2 Redemption at the option of the Issuer

(a) Early redemption at the Make Whole Redemption Amount

The Issuer will, subject to compliance by the Issuer with all relevant laws, regulations and directives and having given not less than thirty (30) nor more than forty-five (45) calendar days' notice in accordance with Condition 15 to the 2028 Noteholders, the Fiscal Agent and the Calculation Agent (which notice shall be irrevocable), have the option to redeem the 2028 Notes, in whole but not in part, at any time prior to 8 December 2024 (excluded) (the "**Make Whole Redemption Date**"), at their Make Whole Redemption Amount (as defined below).

On the Calculation Date, the Calculation Agent will determine the Make Whole Redemption Rate applicable on the Make Whole Redemption Date, calculate the Make Whole Redemption Amount and, as soon as possible and no later than the Business Day immediately following the Calculation Date, deliver a notice to that effect to the Issuer, the Fiscal Agent and the Representative for transmission to the 2028 Noteholders in accordance with Condition 15.

For the purposes of these 2028 Conditions:

"**Make Whole Redemption Amount**" means, with respect to each Note, an amount in Euro equal to the greater of (i) one hundred per cent. (100%) of the Principal Amount of the 2028 Notes so redeemed and (ii) as determined by the Calculation Agent (rounded to the nearest cent (half a cent being rounded upwards)), the sum of the then present values on the Make Whole Redemption Date of the Remaining Scheduled Payments discounted to the Make Whole Redemption Date on an annual basis (Actual / Actual ICMA) at the Make Whole Redemption Rate plus the Make Whole Redemption Margin, increased in both cases (i) and (ii) by accrued interest on the Principal Amount of the Note since the last Interest Payment Date (or, as the case may be, the Issue Date) (included) to, but excluding, the Make Whole Redemption Date and any Additional Amounts (as defined in Condition 11.2).

"**Make Whole Redemption Margin**" means +0.50 per cent. *per annum*.

"**Make Whole Redemption Rate**" means the rate *per annum* equal to the average of the four (4) quotations given by the Reference Dealers of the mid-market annual yield to maturity of the Reference Benchmark Security on the fourth (4^{th}) Business Day preceding the Make Whole Redemption Date at 11.00 a.m. (Central European time (CET)).

If the Reference Benchmark Security is no longer outstanding, a Similar Security will be chosen by the Calculation Agent after prior consultation with the Issuer if practicable under the circumstances, at 11.00 a.m. (Central European time (CET)) on the fourth (4^{th}) Business Day preceding the Make Whole Redemption Date, quoted in writing by the Calculation Agent to the Issuer.

"**Reference Benchmark Security**" means the French government bond (*Obligation Assimilable du Trésor* – "**OAT**") bearing interest at a rate of 0.75 per cent. *per annum* and maturing on 25 November 2028 with ISIN FR0013341682.

"**Reference Dealers**" means each of the four (4) banks (that may include Crédit Lyonnais and/or Société Générale) selected by the Calculation Agent which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues.

"**Remaining Scheduled Payments**" means, with respect to each Note, the remaining scheduled payments of principal and interest relating to the 2028 Notes (except accrued interest on such 2028 Notes since the last Interest Payment Date (included) to, but excluding, the Make Whole Redemption Date) that would be due from the Make Whole Redemption Date to 8 December 2027, if the Issuer's option for the redemption at the Make Whole Redemption Amount were not exercised.

"**Similar Security**" means one or more OAT issued by the French government having an actual or interpolated maturity comparable with the remaining term of the 2028 Notes that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the 2028 Notes chosen by the Calculation Agent.

(b) Early redemption with a flat fee

The Issuer will, subject to compliance by the Issuer with all relevant laws, regulations and directives and having given not less than thirty (30) nor more than forty-five (45) calendar days' notice in accordance with Condition 15 to the 2028 Noteholders and the Fiscal Agent (which notice shall be irrevocable), have the option to redeem the 2028 Notes, in whole but not in part, at any time from 8 December 2024 to 7 December 2027 (both dates inclusive), each at their Principal Amount together with (i) any accrued and unpaid interest up to the date fixed for redemption (excluded), (ii) any Additional Amounts (as defined in Condition 11.2) and (iii) a flat fee of:

(i) 3% of the Principal Amount of the Note for any redemption occurring from 8 December 2024 to 7 December 2025 (both dates inclusive);

(ii) 2% of the Principal Amount of the Note for any redemption occurring from 8 December 2025 to 7 December 2026 (both dates inclusive); or

(iii) 1% of the Principal Amount of the Note for any redemption occurring from 8 December 2026 to 7 December 2027 (both dates inclusive).

(c) Residual maturity call option

The Issuer will, subject to compliance by the Issuer with all relevant laws, regulations and directives and having given not less than thirty (30) nor more than forty-five (45) calendar days' notice in accordance with Condition 15 to the 2028 Noteholders and the Fiscal Agent (which notice shall be irrevocable), have the option to redeem the 2028 Notes, in whole but not in part, on any date from 8 December 2027 (included), at their Principal Amount together with any accrued and unpaid interest up to their effective redemption date (excluded) and any Additional Amounts (as defined in Condition 11.2).

9.3 Redemption for taxation reasons

(a) If, by reason of a change in French law or regulation, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the Issuer would, on the occasion of the next payment of principal or interest due in respect of the 2028 Notes, not be able to make such payment without having to pay additional amounts as specified in Condition 11, the Issuer may at any time, subject to having given not more than forty-five (45) nor less than thirty (30) calendar days' prior notice to the Fiscal Agent and to the 2028 Noteholders in accordance with Condition 15 (which notice shall be irrevocable), redeem all, but not some only, of the 2028 Notes outstanding at their Principal Amount, together with all interest accrued to the date fixed for redemption, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal and/or interest without withholding for French taxes.

(b) If the Issuer would on the occasion of the next payment of principal or interest in respect of the 2028 Notes be prevented by French law from making payment to the 2028 Noteholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 11, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall, subject to having given not less than seven (7) calendar days' prior notice to the 2028 Noteholders in accordance with Condition 15 (which notice shall be irrevocable), redeem all, but not some only, of the 2028 Notes at their Principal Amount, together with all interest accrued to the date fixed for redemption of which notice hereunder may be given, provided that the due date for redemption shall be no earlier than the latest practicable date on which the Issuer could make payment of the full amount of principal and/or interest payable in respect of the 2028 Notes or, if such date has passed, as soon as practicable thereafter.

9.4 Redemption at the option of the 2028 Noteholders following a Change of Control

If at any time while any of the 2028 Notes is outstanding there occurs a Change of Control, each Noteholder will have the option (a "**put option**") to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of all or part of the 2028 Notes held by such Noteholder(s) on the Optional Redemption Date (as defined below) at their Principal Amount, together with (or, where purchased, together with an amount equal to) accrued interest to, but excluding, the Optional Redemption Date (as defined below).

Promptly upon becoming aware that a Change of Control has occurred, the Issuer shall give notice (a "**Change of Control Notice**") to the Fiscal Agent and the 2028 Noteholders in accordance with Condition 15, specifying the nature of the event and the procedure for exercising the put option.

To exercise a put option, a Noteholder must give notice to the relevant Account Holder, with a copy to the Fiscal Agent duly completed and signed on its behalf (the "**Put Notice**"), on any Business Day falling within the period of forty-five (45) calendar days after a Change of Control Notice is given (the "**Put Period**"). The Put Notice shall include instructions for the transfer of such 2028 Notes to the specified account of the Fiscal Agent for the redemption or purchase of such 2028 Notes.

The form of the Put Notice shall be available from the Fiscal Agent. A Put Notice once given shall be irrevocable without the consent of the Issuer.

Payment in respect of such 2028 Notes will be made on the Optional Redemption Date by transfer to the bank account specified in the Put Notice and opened with a bank in a city in which banks use the TARGET System (as defined below). The Issuer shall redeem or, at its option, procure the purchase of the relevant 2028 Notes in respect of which the Put Option has been validly exercised as provided above, and subject to the transfer of such 2028 Notes to the account of the Fiscal Agent for the account of the Issuer as described above, on the Optional Redemption Date unless previously redeemed or purchased.

For the purposes of these 2028 Conditions:

A "**Change of Control**" shall be deemed to have occurred if:

(i) less than fifty point one per cent. (50.01%) of the share capital or voting rights of the Issuer is held, directly or indirectly, by FSA, FSB, Orion and NGE Management together; or

(ii) less than eighty per cent. (80%) of the share capital or voting rights of FSA, FSB and/or Orion is held, directly or indirectly, by the Operational Managers together (except in the event of the death or exit of a Operational Manager and the sale or transfer of its securities to one or more other Operational Managers), for any reason whatsoever; or

(iii) the Issuer ceases to hold directly or indirectly, for any reason whatsoever, at least (*x*) ninety-five per cent. (95%) of the share capital and/or voting rights of any of the Principal Subsidiaries existing as at the Issue Date and (*y*) with respect to any Subsidiary of the Issuer which becomes a Principal Subsidiary after the Issue Date, a percentage of the share capital and/or voting rights of such Principal Subsidiary at least equal to the percentage held by the Issuer on the date when such Subsidiary became a Principal Subsidiary (except as a result of any Concession Transfer); or

(iv) all or part of the share capital of the Issuer or of any member of the Group is offered to the public and listed on any French or foreign regulated market or stock exchange; or

(v) all or a substantial part of the Group's fixed assets (*actifs immobilisés*) is transferred to a third-party (in one or several transactions), it being specified that this sub-paragraph (v) will not apply to any Concession Transfer.

"**Concession Transfer**" means the transfer by NGE Concession, to one or several third parties to the Group, of all or part of the shares of its subsidiaries carrying concession projects.

"**NGE Concession**" means the *société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Tarascon under number 789 270 360.

"**Operational Managers**" means Alain Joël Rousseau, Gilbert Roux, Francis Chatelain, Antoine Metzger, Michel Lavedrine, Joël Perelle, Michel Pavoine, Jean Bernadet, Jean-Sébastien Leoni, Stéphane Pérez-Morillas, Martin Fontaine, Jean-Baptiste Gonnet, Orso Vesperini, Bruno Parent and Laurent Amar.

"**Optional Redemption Date**" is the fifth (5^{th}) Business Day following the expiration of the Put Period.

"**Orion**" means the *société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Aix-en-Provence under number 842 076 184.

9.5 Purchases

The Issuer may at any time purchase 2028 Notes (together with rights to interest relating thereto) in the open market or otherwise (including by way of tender or exchange offer) at any price and on any condition, subject to compliance with any applicable laws. All 2028 Notes purchased by, or for the account of, the Issuer may, at its sole discretion, be held or cancelled in accordance with and subject to any applicable laws and regulations.

9.6 Cancellation

All 2028 Notes which are redeemed or purchased for cancellation by the Issuer pursuant to this Condition 9 will forthwith be cancelled and accordingly may not be reissued or resold.

10. PAYMENTS

10.1 Method of Payment

Payments of principal, interest and other amounts in respect of the 2028 Notes will be made in euro, by credit or transfer to an account denominated in euro (or any other account to which euro may be credited or transferred) specified by the beneficiary with a bank in a city in which banks use the TARGET System (as defined in Condition 10.2 below). Such payments shall be made for the benefit of the 2028 Noteholders to the Account Holders and all payments made to such Account Holders in favour of 2028

Noteholders will be an effective discharge of the Issuer and the Fiscal Agent, as the case may be, in respect of such payment.

Payments of principal and interest in respect of the 2028 Notes will be subject in all cases to any tax or other laws and regulations applicable thereto, but without prejudice to the provisions of Condition 11 below. No commission or expenses shall be charged to the 2028 Noteholders in respect of such payments.

10.2 Payments on Business Days

If any due date for payment of principal, interest or any other amount in respect of any Note is not a Business Day (as defined below), then the Noteholder shall not be entitled to payment of the amount due until the next following calendar day which is a Business Day and the Noteholder shall not be entitled to any interest or other additional sums in respect of such postponed payment.

For the purposes of these 2028 Conditions, "**Business Day**" means any day, not being a Saturday or a Sunday, (i) on which foreign exchange markets and commercial banks are open for business in Paris (ii) on which Euroclear France is operating and (iii) on which the Trans-European Automated Real Time Gross Settlement Express Transfer (known as TARGET2) system (the "**TARGET System**") or any successor thereto is operating.

10.3 Fiscal Agent and Paying Agent

The name and specified office of the initial Fiscal Agent and initial Paying Agent are as follows:

Banque Internationale à Luxembourg, *société anonyme*
69, route d'Esch
L-2953 Luxembourg
Grand Duchy of Luxembourg

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent or the Paying Agent and/or appoint a substitute Fiscal Agent and additional or other Paying Agents or approve any change in the office through which the Fiscal Agent or Paying Agent acts, provided that, so long as any of the 2028 Notes is outstanding, there will at all times be a Fiscal Agent and a Paying Agent having a specified office in a major European city. Any termination or appointment shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not more than forty-five (45) nor less than thirty (30) calendar days' notice thereof shall have been given to the 2028 Noteholders by the Issuer in accordance with Condition 15.

10.4 Calculation Agent

The name and specified office of the initial Calculation Agent are as follows:

Aether Financial Services
36, rue de Monceau
75008 Paris
France
agency@aetherfs.com

The Issuer reserves the right at any time to vary or terminate the appointment of the Calculation Agent and/or appoint a substitute Calculation Agent or approve any change in the office through which the Calculation Agent acts, provided that, so long as any of the 2028 Notes is outstanding, there will at all times be a Calculation Agent having a specified office in a major European city. Any termination or appointment shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not more than forty-five (45) nor less than thirty (30) calendar days' notice thereof shall have been given to the 2028 Noteholders by the Issuer in accordance with Condition 15.

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties. The Calculation Agent shall act as an independent expert for each quotation, determination or calculation.

11. TAXATION

11.1 Withholding tax

All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the 2028 Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature (the "**Taxes**") imposed, levied, collected, withheld or assessed by or within any jurisdiction, unless such withholding or deduction is required by law.

11.2 Additional Amounts

If, pursuant to French laws or regulations, any payment in respect of any Note become subject to deduction or withholding in respect of any present or future Taxes imposed by or on behalf of France or any authority therein or thereof having power to tax, the Issuer shall, to the fullest extent then permitted by law, pay such additional amounts (the "**Additional Amounts**") as may be necessary in order that the holder of each Note, after such deduction or withholding, will receive the full amount then due and payable thereon in the absence of such withholding; provided, however, that the Issuer shall not be liable to pay any such Additional Amounts in respect of any Note to a holder (or beneficial owner (*ayant droit*)) who is liable to such Taxes in respect of such Note by reason of his having some connection with France other than the mere holding of such Note.

Any reference in these 2028 Conditions to principal and/or interest shall be deemed to include any Additional Amounts which may be payable under this Condition 11.

12. EVENTS OF DEFAULT

The Representative shall, by notice in writing to the Issuer (copy to the Fiscal Agent), if so instructed by a Collective Decision, before all continuing event of defaults shall have been cured, cause all, but not some only, of the 2028 Notes held by the 2028 Noteholders to become immediately due and payable, at their Principal Amount together with any accrued interest thereon until their actual redemption date if any of the following events (each an "**Event of Default**") shall have occurred and be continuing:

(a) default by the Issuer in the payment of principal or interest (including any Additional Amounts) on any of the 2028 Notes, if such default shall not have been cured within fifteen (15) calendar days thereafter; or

(b) default by the Issuer in the due performance of any provision of the 2028 Notes other than as referred in (a) above, if such default shall not have been cured within thirty (30) calendar days after receipt by the Issuer of written notice of such default; or

(c) (i) any other present or future Financial Indebtedness (other than the Simple Bonds) of the Issuer or any of its Principal Subsidiaries in excess of €5,000,000 (or its equivalent in any other currency), whether individually or in the aggregate, becomes (or becomes capable of being declared), following, where applicable, the expiry of any originally applicable grace period, due and payable prior to its stated maturity as a result of a default thereunder, or (ii) any such present or future Financial Indebtedness (other than the Simple Bonds) shall not be paid when due or, as the case may be, within any originally applicable grace period therefor; or

(d) the Simple Bonds are not redeemed on their due date in accordance with the provisions of the terms and conditions of the Simple Bonds, it being agreed that no Event of Default shall occur under this paragraph during the period from the date of occurrence of a payment default under the Simple Bonds on the first or second anniversary of the issue date of the Simple Bonds until the earlier of the following two dates: (i) one hundred and eighty (180) calendar days from the said default (in case of non-exercise of the Simple Bonds Put Option (as defined in Condition 6) and (ii) twelve (12) Business Days following the notification of the exercise of the Simple Bonds Put Option by CME in accordance with the provisions of the Simple Bonds Put Option;

(e) merger, demerger, transfer or cessation of all or substantial part of its business, liquidation or dissolution of the Issuer, except in the case in which all of or substantially all of the Issuer's assets are transferred to a legal entity which simultaneously assumes all of the Issuer's debt and liabilities (including the 2028 Notes) and whose main purpose is the continuation of, and which effectively continues, the Issuer's activities; or

(f) to the extent permitted by law, the Issuer or any of its Principal Subsidiaries (i) makes any proposal for a general moratorium in relation to its debt, or (ii) a resolution is passed or a judgment is issued for the voluntary liquidation (*liquidation amiable*), winding-up, dissolution (*dissolution*), the judicial liquidation (*liquidation judiciaire*) or for a judicial transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer, or (iii) the Issuer or any of its Principal Subsidiaries is subject to any other insolvency or bankruptcy proceedings under any applicable laws, or (iv) the Issuer or any of its Principal Subsidiaries makes any conveyance, assignment or other similar arrangement for the benefit of its creditors or enters into a composition with its creditors; or

(g) the Pledge Agreement or the Intercreditor Agreement not being executed at the Issue Date; or

(h) the Shares Pledges (as defined in Condition 4) are enforced by their beneficiaries as a result of a default of the Issuer under the Facilities Agreement (as defined in Condition 4); or

(i) illegality or unenforceability of the Shares Pledges (as defined in Condition 4); or

(j) illegality or unenforceability of the Intercreditor Agreement (as defined in Condition 5); or

(k) occurrence of any action, legal proceedings or other procedure with any competent court or authority with respect to the Issuer or any of its Subsidiary which could reasonably be expected to give rise to a payment of money exceeding individually or in aggregate €15,000,000; default by the Issuer or any of its Subsidiary in the due performance of any final judgment, arbitral award or transaction for the payment of money exceeding individually or in aggregate €100,000; or

(l) the Issuer or any Principal Subsidiary ceases to carry a substantial part of its business (voluntarily or not) for more than thirty (30) calendar days; or

(m) the Issuer transfers its head office outside France.

For the avoidance of doubt, (i) the occurrence of a Change of Control (as defined and in accordance with Condition 9.4) will not constitute an Event of Default but a put option as more fully described in Condition 9.4 and (ii) non-compliance with, or non-calculation of, any of the Sustainable Performance Targets, non-delivery of the External Verification Report or Sustainable Performance Report and non-inclusion by the Issuer of the information required under Condition 8.4(iv) in its annual report or CSR (corporate and responsability) report (*rapport RSE (responsabilité sociale d'entreprise)*) will not constitute an Event of Default but will trigger an adjustment of the Initial Interest Rate for the relevant Sustainable Performance Target, pursuant to the provisions of sub-paragraphs (i), (ii) and (iv) of Condition 7.2(a) above and if applicable, the payment by the Issuer of a Sustainable Compensation Amount pursuant to the provisions of Condition 7.2(b) above.

13. PRESCRIPTION

Claims against the Issuer for the payment of principal and interest in respect of the 2028 Notes shall become prescribed ten (10) years (in the case of principal) and five (5) years (in the case of interest) from the due date for payment thereof.

14. REPRESENTATION OF THE 2028 NOTEHOLDERS

The 2028 Noteholders will be grouped automatically for the defence of their common interests in a *masse* (hereinafter referred to as the "**Masse**"). The Masse will be governed by the provisions of articles L.228-46 *et seq.* of the French *Code de commerce*, with the exception of Articles L.228-65 I. 1°, 3° and 4° and R.228-69 of the French *Code de commerce* and the related provisions of the French *Code de commerce*, as amended by this Condition.

The Masse will be a separate legal entity and will act in part through a representative (the "**Representative**") and in part through collective decisions of the 2028 Noteholders (the "**Collective Decisions**").

The Masse alone, to the exclusion of all individual 2028 Noteholders, shall exercise the common rights, actions and benefits which may accrue with respect to the 2028 Notes, without prejudice to the rights that 2028 Noteholders may exercise individually in accordance with, and subject to, the provisions of these 2028 Conditions.

14.1 Representative

The initial Representative shall be:

Aether Financial Services
36, rue de Monceau
75008 Paris
France
agency@aetherfs.com

Represented by its Chairman

The Issuer shall pay to the Representative an amount equal to four hundred euros (€400) (excluding VAT) *per annum* for its services.

All 2028 Noteholders may at all times obtain the names and addresses of the Representative at the principal office of the Issuer and the specified office of the Paying Agent.

14.2 Collective Decisions

Collective Decisions are adopted either in a general meeting (the "**General Meeting**") or by unanimous consent following a written consultation (the "**Written Unanimous Decision**").

In accordance with Article R.228-71 of the French *Code de commerce*, the right of each Noteholder to participate in Collective Decisions will be evidenced by the entries in the books of the relevant Account Holder of the name of such Noteholder as of 0:00, Paris time, on the second (2nd) Business Day preceding the date set for the relevant Collective Decision.

The Issuer shall hold a register of the Collective Decisions and shall make it available, upon request, to any Noteholder.

(a) General Meeting

In accordance with the provisions of Articles L.228-51 and R.228-67 first paragraph of the French *Code de commerce*, notice of the date, time, place, agenda and required quorum of any General Meeting will be published in accordance with Condition 15, not less than ten (10) calendar days prior to the date of the general meeting on first convocation and not less than five (5) calendar days prior to the date of the General Meeting on second convocation.

General Meetings may deliberate validly on first convocation only if the 2028 Noteholders present or represented hold at least one-fifth (1/5) of the principal amount of the 2028 Notes then outstanding. On second convocation, no quorum shall be required. The decisions of the General Meeting shall be taken by a two-third (2/3) majority of votes held by the 2028 Noteholders attending such General Meeting or represented thereat.

In accordance with Article L.228-61 of the French *Code de commerce*, each Noteholder has the right to participate in General Meetings in person, by proxy, by correspondence, by videoconference, or by any other means of telecommunication allowing the identification of participating 2028 Noteholders.

Each Noteholder or representative thereof will have the right to consult or make a copy of the text of the resolutions which will be proposed and of the reports, if any, which will be presented at the General Meeting, all of which will be available for inspection by the relevant 2028 Noteholders at the registered office of the Issuer and at any other place specified in the notice of the General Meeting, during the ten (10) calendar day period preceding the holding of the General Meeting on first convocation, or during the five (5) calendar day period preceding the holding of the General Meeting on second convocation.

(b) Written Unanimous Decision

In accordance with Article L.228-46-1 of the French *Code de commerce*, Collective Decisions may also be taken by a Written Unanimous Decision, at the initiative of the Issuer or the Representative.

Such Written Unanimous Decision shall be signed by or on behalf of all the 2028 Noteholders without having to comply with formalities and time limits referred to in Condition 14.2(a). Any Written Unanimous Decision shall, for all purposes, have the same effect as a resolution passed at a General Meeting of such 2028 Noteholders. Subject to the following sentence, a Written Unanimous Decision may be contained in one document or in several documents in like form, each signed by or on behalf of one or more of such 2028 Noteholders. Approval of a Written Unanimous Resolution may also be given by way of electronic communication allowing the identification of 2028 Noteholders.

14.3 Notices

Any notice to be given to 2028 Noteholders in accordance with this Condition 14 shall be given in accordance with Condition 15.

15. NOTICES

Any notice to the 2028 Noteholders will be duly given if (i) delivered to Euroclear France for so long as the 2028 Notes are cleared through such clearing system and (ii) published on the website of the Issuer (www.nge.fr) and so long as the 2028 Notes are admitted to trading on Euronext Paris and the rules of Euronext Paris so require, on the website of Euronext Paris (www.euronext.fr).

Any notice to the 2028 Noteholders shall be deemed to have been given on the date of such publication or if published on different dates, on the date of the first publication.

16. FURTHER ISSUES AND ASSIMILATION

The Issuer may from time to time, without the consent of the 2028 Noteholders, issue further notes to be assimilated (*assimilables*) with the 2028 Notes as regards their financial service, provided that such further notes and the 2028 Notes shall carry identical rights in all respects (or in all respects except for the issue price and the first payment of interest thereon) and that the terms of such further notes shall provide for such assimilation.

In the event of such an assimilation, the 2028 Noteholders and the holders of such further notes and will be grouped together in a single *masse* for the defence of their common interests. References in these 2028 Conditions to the 2028 Notes include any other notes issued pursuant to this Condition and assimilated with the 2028 Notes.

17. GOVERNING LAW AND JURISDICTION

The 2028 Notes are governed by, and shall be construed in accordance with, the laws of France.

Any dispute arising out of or in connection with the 2028 Notes will be submitted to the competent courts within the jurisdiction of the Court of Appeal of Paris, subject to any applicable mandatory rules pertaining to the territorial jurisdiction of French courts.

Schedule 1 to the Terms and Conditions of the 2028 Notes

List of Principal Subsidiaries as at the Issue Date

- Agilis (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Avignon under number 443 222 328).

- Cardinal Edifice (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Rennes under number 950 033 555).

- EHTP (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Tarascon under number 439 987 405).

- Guintoli (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Tarascon under number 447 754 086).

- NGE Fondations (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Lyon under number 348 099 987).

- NGE Infranet (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Tarascon under number 501 241 624).

- NGE Génie Civil (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Tarascon under number 487 469 330).

- Siorat (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Tarascon under number 676 820 137).

- TSO (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Meaux under number 747 252 120).

- TSO Caténaires (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Meaux under number 432 455 764).

TERMS AND CONDITIONS OF THE 2029 NOTES

*The Terms and Conditions of the 2029 Notes (the "**2029 Conditions**") will be as follows:*

The issue of the €115,000,000 3.400 per cent. Sustainability-Linked Notes due 8 December 2029 (the "**Maturity Date**") (the "**2029 Notes**") by NGE (the "**Issuer**") was decided by the President (*Président*) of the Issuer on 24 November 2021, upon prior unanimous decision of the shareholders of the Issuer dated 8 November 2021.

The Issuer (i) will enter into a fiscal agency agreement to be dated 6 December 2021 (the "**Fiscal Agency Agreement**") with Banque Internationale à Luxembourg, *société anonyme* as fiscal agent and paying agent (the "**Fiscal Agent**" and the "**Paying Agent**" which expressions shall, where the context so admits, include any successor for the time being as fiscal agent or paying agent, as the case may be) and (ii) has entered into a calculation agency agreement dated 2 November 2021 (the "**Calculation Agency Agreement**") with Aether Financial Services as calculation agent (the "**Calculation Agent**" which expression shall, where the context so admits, include any successor for the time being as calculation agent).

Copies of the Fiscal Agency Agreement, the Calculation Agency Agreement, the Pledge Agreement (as defined below), the Intercreditor Agreement (as defined below) and the Subordination Agreement (as defined below) and these 2029 Conditions are obtainable in electronic form free of charge from the Fiscal Agent or the Calculation Agent, as the case may be, upon request of the 2029 Noteholders and available free of charge for inspection and copy by the 2029 Noteholders during normal business hours at the specified offices of the Fiscal Agent, the Calculation Agent and the Issuer. Certain statements in these 2029 Conditions are summaries of, and are subject to, the detailed provisions of the Fiscal Agency Agreement, the Calculation Agency Agreement, the Pledge Agreement, the Intercreditor Agreement and/or the Subordination Agreement.

References below to (i) the "**2029 Noteholders**" are to the person whose name appears in the account of the relevant Account Holder (as defined below) as being entitled to such 2029 Notes and (ii) the "**Conditions**" are to the numbered paragraphs below.

1. FORM, DENOMINATION AND TITLE

The 2029 Notes will be issued on 8 December 2021 (the "**Issue Date**") in dematerialised bearer form (*dématerialisés au porteur*) in the denomination of €100,000 each. Title to the 2029 Notes will be evidenced in accordance with Articles L.211-3 *et seq.* and R.211-1 *et seq.* of the French *Code monétaire et financier* by book entries (*inscription en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the 2029 Notes.

The 2029 Notes will, upon issue, be inscribed in book entry form in the books of Euroclear France ("**Euroclear France**"), which shall credit the accounts of the Account Holders. For the purpose of these 2029 Conditions, "**Account Holders**" shall mean any intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear France, and includes Euroclear Bank SA/NV ("**Euroclear**") and the depositary bank for Clearstream Banking, S.A. ("**Clearstream**").

Title to the 2029 Notes shall be evidenced by entries in the books of Account Holders and will pass upon, and transfer of 2029 Notes may only be effected through, registration of the transfer in such books, and only in the denomination of €100,000.

2. STATUS

The obligations of the Issuer under the 2029 Notes in respect of principal, interest and other amounts constitute direct, general, unconditional, unsubordinated and secured (subject to, and, in accordance with Conditions 4 and 5) obligations of the Issuer and rank, and will at all times rank, *pari passu* without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law) at least equally and rateably with all other present or future unsubordinated and unsecured payment obligations of the Issuer.

3. NEGATIVE PLEDGE

So long as any of the 2029 Notes remains outstanding (as defined below), the Issuer undertakes that it will not, and will procure that none of its Subsidiaries will, grant or permit to subsist any Security Interest other than Permitted Security Interest upon the whole or any part of the Issuer's or any of its Subsidiaries' business (*fonds de commerce*), assets, rights or revenues, present or future, to secure any Financial Indebtedness incurred or guaranteed by the Issuer or any of its Subsidiaries, unless, at the same time or prior thereto, the Issuer's obligations under the 2029 Notes are equally and rateably secured therewith.

For the purposes of these 2029 Conditions:

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed and debit balances at banks or other financial institutions;

(b) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument or of bills of exchange, promissory notes, *bons de caisse* or any similar instrument;

(c) any amount raised by acceptance under any acceptance credit or bill discounting facility, receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirements for de-recognition under the accounting principles applicable to the consolidated financial statements of the Issuer);

(d) the amount of any liability in respect of any lease (including any *crédit-bail* or lease-back) or hire purchase contract which would, in accordance with the accounting principles applicable to the Issuer, be treated as a finance lease;

(e) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing in accordance with the accounting principles applicable to the Issuer;

(f) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value or, if any actual amount is due as a result of the termination or close-out of that transaction, that amount, shall be taken into account);

(g) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

(h) the amount of any personal liability for any of the items referred to in paragraphs (a) to (g) above.

"**outstanding**" means all the 2029 Notes issued other than (i) those which have been redeemed on their due date or otherwise in accordance with the 2029 Conditions, (ii) those in respect of which claims have been prescribed under Condition 13 below and (iii) those which have been purchased and cancelled in accordance with the 2029 Conditions.

"**Permitted Security Interest**" means in respect of the Issuer and any of its Subsidiaries:

(a) the Shares Pledges and any other Security Interest granted to the Lenders (as defined below) in accordance with the Facilities Agreement;

(b) any Security Interest existing on the Issue Date;

(c) any Security Interest granted in the ordinary course of business by a Subsidiary of the Issuer and securing an asset required for the operations of the relevant Subsidiary, provided that such Security Interest relates only to the asset acquired by the relevant Subsidiary and is created in order to secure the financing of the acquisition of such asset;

(d) any Security Interest in relation to a trade receivables securitisation programme;

(e) any Security Interest arising by operation of law;

(f) any Security Interest or lien arising in respect of taxes or imposed by law or state authorities, which are being contested in good faith by the relevant member(s) of the Group;

(g) any Security Interest granted by the members of the Group in the ordinary course of business, in the form of retention of title, right of retention or other security interest having similar effect in respect of goods and commodities and granted to suppliers as security of payment of their price, provided that such Security Interest is not granted as a result of a default by the relevant member of the Group in the due performance of their respective contractual obligations;

(h) any Security Interest granted in the form of a cash collateral in connection with a lease agreement, to the extent such lease agreement is entered into by the relevant member of the Group on arm's length basis (or more favourable terms to the Group);

(i) any Security Interest (other than any Security Interest over financial securities and capital rights, intellectual property rights, goodwill or real estate assets) over or affecting any asset of a company which becomes a Subsidiary of the Issuer after the Issue Date in relation to a Permitted Acquisition (as defined below in Condition 8.2), provided that (x) such Security Interest was existing at the time such company became a Subsidiary of the Issuer and was not granted by a member of the Group to secure the financing or refinancing of the acquisition of the shares of such company, (y) the amount secured by such Security Interest does not exceed the acquisition price of such asset and has not been increased for the purpose of, or since, the acquisition of the shares of the relevant company and (z) if such Security Interest is not a Permitted Security Interest under any other paragraph of this definition, a release of such Security Interest is granted within 6 months following the acquisition of the shares of the relevant company;

(j) any escrow (or equivalent arrangement) granted in connection with a disposal of assets to secure the rights of the purchaser of such assets under a guarantee or indemnity undertaking, provided that (*x*) the escrowed amount under such escrow does not exceed one hundred per cent. (100%) of the disposal price of such assets and (*y*) such escrow does not exceed three (3) years or, for any amount escrowed to secure a tax risk, the duration of the relevant tax statute of limitation;

(k) any escrow (or equivalent arrangement) granted in connection with a Permitted Acquisition (including in respect of any earn-out and put option); and

(l) any Security Interest, other than those permitted under paragraphs (a) to (k) above, securing Financial Indebtedness and granted over assets which aggregate book value does not exceed at any time five per cent. (5%) of the Group's consolidated gross assets (*actif brut consolidé*) as referred to in the most recent audited annual consolidated financial statements of the Issuer.

"**Security Interest**" means any mortgage, lien, charge, pledge, privilege, delegation or other form of security interest (*sûreté réelle*) including any other encumbrance, or transfer of ownership for security purposes, over one or more present or future assets.

"**Shares Pledges**" has the meaning given to it in Condition 4.

"**Subsidiary**" means, in relation to any entity at any time, any other person or entity controlled directly or indirectly by such person or entity within the meaning of Articles L.233-1 and L.233-3 of the French *Code de commerce*.

4. SHARES PLEDGES

Pursuant to a share pledge agreement (*contrat de nantissement de comptes de titres financiers*) in the French language to be entered into between the Issuer, the Lenders, the Facility Agent, the Representative (acting on behalf of the Masse (as defined below) as beneficiary), the representative of the masse of the holders of 2028 Notes (acting on behalf of the masse of the holders of 2028 Notes (as defined below) as beneficiary) and the Security Agent on the Issue Date (the "**Pledge Agreement**"), the Issuer grants a first ranking pledge over the financial securities accounts (*nantissement de comptes-titres de premier rang*) opened in the name of the Issuer in the books of EHTP, Cardinal Edifice, NGE Fondations, Guintoli, NGE Génie Civil, NGE Infranet and TSO, for the benefit of the Lenders, the Facility Agent, the Hedging Banks, the Masse and the masse of the holders of 2028 Notes in accordance with article L.228-77 of the French *Code de commerce* (the "**Shares Pledges**"), as more fully described in the Pledge Agreement.

Pursuant to the Pledge Agreement and the Intercreditor Agreement (as defined below), the Security Agent is appointed as agent of the Masse in order to create, manage and enforce the Shares Pledges for and on behalf of the Masse, it being specified that articles 2488-6 to 2488-12 of the French *Code civil* will not apply to the Security Agent.

Subject to the terms of the Intercreditor Agreement (as defined below), the Shares Pledges may only be enforced in the event of default by the Issuer to pay any amount due under the 2029 Notes.

By acquiring and holding the 2029 Notes, the 2029 Noteholders will be deemed to (i) appoint the Security Agent in accordance with the Pledge Agreement, (ii) have notice of the provisions of the Pledge Agreement and (iii) authorise Crédit Lyonnais to execute the Pledge Agreement as Security Agent.

For the purposes of these 2029 Conditions:

"**2028 Notes**" means the €35,000,000 3.200 per cent. notes due 8 December 2028 issued by the Issuer on 8 December 2021.

"**Cardinal Edifice**" means the *société par actions simplifiée* registered with the Registre du commerce et des sociétés of Rennes under number 950 033 555.

"**EHTP**" means the *société par actions simplifiée* registered with the Registre du commerce et des sociétés of Tarascon under number 439 987 405.

"**Facilities Agreement**" means the facilities agreement (*contrat de crédits*) dated 8 December 2021 entered into between *inter alia* the Issuer as borrower, Crédit Lyonnais as Facility Agent and the Lenders.

"**Facility Agent**" means, as at 8 December 2021, Crédit Lyonnais acting as agent for the Lenders in accordance with the provisions of the Facilities Agreement.

"**Guintoli**" means the *société par actions simplifiée* registered with the Registre du commerce et des sociétés of Tarascon under number 447 754 086.

"**Hedging Banks**" means the hedging banks parties to the hedging agreements to be entered into by the Issuer pursuant to the Facilities Agreement.

"**Lenders**" means the financial institutions parties to the Facilities Agreement as lenders.

"**NGE Fondations**" means the *société par actions simplifiée* registered with the Registre du commerce et des sociétés of Lyon under number 348 099 987.

"**NGE Génie Civil**" means the *société par actions simplifiée* registered with the Registre du commerce et des sociétés of Tarascon under number 487 469 330.

"**NGE Infranet**" means the *société par actions simplifiée* registered with the Registre du commerce et des sociétés of Tarascon under number 501 241 624.

"**Security Agent**" means, as at 8 December 2021, Crédit Lyonnais, acting as agent for the beneficiaries of the Shares Pledges in accordance with the provisions of the Intercreditor Agreement (as defined in Condition 5).

"**TSO**" means the *société par actions simplifiée* registered with the Registre du commerce et des sociétés of Meaux under number 747 252 120.

5. INTERCREDITOR AGREEMENT

Pursuant to an intercreditor agreement (*convention intercréanciers*) in the French language to be entered into between the Security Agent, the Facility Agent, the Lenders, the Representative (acting on behalf of the Masse, as beneficiary of the Shares Pledges) and the representative of the masse of the holders of 2028 Notes (acting on behalf of the masse of the holders of 2028 Notes, as beneficiary of the Shares Pledges) on the Issue Date (the "**Intercreditor Agreement**") a *pro-rata* distribution of the proceeds on a *pari passu* basis will be made between the beneficiaries of the Shares Pledges in case of enforcement of the Shares Pledges.

Pursuant to the Intercreditor Agreement and as more fully described therein, in the event of (i) the Facility Agent (acting on behalf of the Lenders and the Hedging Banks), (ii) the Representative (acting on behalf of the Masse (the decision of the Masse to enforce or not to enforce the Shares Pledges binding all 2029 Noteholders, including those who did not attend and vote at the relevant General Meeting or those who voted in a manner contrary to the majority)) or (iii) the representative of the masse of the holders of 2028 Notes (acting on behalf of the masse of the holders of 2028 Notes (the decision of the masse of the holders of 2028 Notes to enforce or not to enforce the Shares Pledges binding all holders of 2028 Notes, including those who did not attend and vote at the relevant General Meeting or those who voted in a manner contrary to the majority)) request the enforcement of the Shares Pledges, such enforcement will have to be made by the Security Agent provided that the beneficiaries of the Shares Pledges requesting such enforcement represents a majority of fifty-one per cent. (51%) of all said beneficiaries.

In the event the beneficiaries of the Shares Pledges requesting such enforcement represents less than fifty-one per cent. (51%) of all beneficiaries, the Security Agent will consult the other beneficiaries to determine whether they wish to accept or refuse the enforcement.

The aforesaid majority of beneficiaries is calculated based on the outstanding amount due by the Issuer to the Facility Agent and the Lenders under the Facilities Agreement, to the 2029 Noteholders under the 2029 Notes and to the holders of 2028 Notes under the 2028 Notes (the outstanding amount of the Hedging Banks being excluded).

By acquiring and holding the 2029 Notes, the 2029 Noteholders will be deemed to (i) appoint the Security Agent in accordance with the Intercreditor Agreement, (ii) have notice of the provisions of the Intercreditor Agreement and (iii) authorise Crédit Lyonnais to execute the Intercreditor Agreement as Security Agent.

6. SUBORDINATION AGREEMENT

A subordination agreement (*convention de subordination*) in the French language will be entered into on the Issue Date between *inter alia* the Issuer, the Lenders, the Representative (acting on behalf of the Masse), the representative of the masse of the holders of 2028 Notes (acting on behalf of the masse of the holders of 2028 Notes), the holder of the Simple Bonds and the representative of the masse of the holders of the Bonds Redeemable in Shares (the "**Subordination Agreement**"), for the purpose of defining the terms and conditions under which the payment of amounts due by the Issuer under the Simple Bonds, the Bonds Redeemable in Shares and any Other Subordinated Debt will be subordinated to the payment of any amount due under the 2028 Notes, the 2029 Notes and the Facilities Agreement.

Notably and as more fully described therein, the Subordination Agreement provides for (i) the early redemption or purchase of the Simple Bonds and of the Bonds Redeemable in Shares with the proceeds received from any Concession Transfer (as defined in Condition 9.4(a)) and (ii) in the event the Simple Bonds are not redeemed or purchased up to €21,376,955 on 8 December 2022 and up to €15,000,000 on 8 December 2023 with the proceeds received from any Concession Transfer, the redemption or purchase by the Issuer of the Simple Bonds by CME up to the required amount by way of a share capital increase subscribed by the shareholders of the Issuer (the "**Simple Bonds Put Option**").

By acquiring and holding the 2029 Notes, the 2029 Noteholders will be deemed to have notice of the provisions of the Subordination Agreement.

"**Bonds Redeemable in Shares**" means the bonds redeemable in shares (*obligations remboursables en actions*) to be issued by the Issuer on 8 December 2021 up to an aggregate nominal amount of €43,092,421.65 due on 8 December 2031, bearing full capitalised interest at an annual rate of (i) 2% *per annum* up to and including 8 December 2022 and (ii) 6% *per annum* from 9 December 2022, with a maturity of ten (10) years and to be fully subscribed by FSA, FSB and NGE Management by way of set-off against the portion of the shareholder's loan held by FSA, FSB and NGE Management.

"**CME**" means Crédit Mutuel Equity SCR, a *société par actions simplifiée* registered with the Registre du commerce et des sociétés of Paris under number 317 586 220.

"**FSA**" means Financière Saint Anne, *société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Paris under number 503 859 241.

"**FSB**" means Financière Saint Bénezet, the *société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Paris under number 529 992 505.

"**NGE Management**" means the *société en commandite par actions* registered with the *Registre du commerce et des sociétés* of Avignon under number 504 409 657.

"**Simple Bonds**" means the ordinary subordinated bonds (*obligations simples subordonnées*) to be issued by the Issuer on 8 December 2021 up to an aggregate nominal amount of €36,376,955 bearing full capitalised interest with a maturity of two (2) years (redeemable or callable up to a maximum of €21,376,955 on 8 December 2022 and up to a maximum of €15,000,000 on 8 December 2023) and to be fully subscribed by CME by way of set-off against the portion of the shareholder loan held by CME.

"**Other Subordinated Debt**" means any issue by the Issuer after the Issue Date of debt securities (including any issue of simple bonds or bonds giving access to capital) or any shareholder loans and/or advances in shareholder's current account granted to the Issuer after the Issue Date, provided that such debt securities, shareholder loans and advances in shareholder's current account (*x*) are fully subordinated (in principal, interest or any amount related thereto) to the Facilities Agreement, the 2028 Notes and the 2029 Notes under the terms and conditions of the Subordination Agreement, (*y*) have a maturity date falling twelve (12) months after the later of (i) the final maturity date of the Facilities Agreement, (ii) the final maturity date of the 2028 Notes and (iii) the Maturity Date and (*z*) are unsecured.

7. RATE OF INTEREST

7.1 Interest Payment Dates

The 2029 Notes will bear interest from, and including, the Issue Date to, but excluding, 8 December 2029 (the "**Maturity Date**") at a fixed rate of 3.400 per cent. *per annum* (the "**Initial Interest Rate**") (adjusted, as the case may be, pursuant to Condition 7.2 below), payable annually in arrear on 8 December in each year up to and including the Maturity Date (each an "**Interest Payment Date**"). The first Interest Payment Date will be on 8 December 2022 for the period from, and including, the Issue Date up to, but excluding, 8 December 2022.

7.2 Adjustment and Sustainable Compensation Amount

(a) Interest rate adjustment

The Initial Interest Rate applicable to the 2029 Notes will be adjusted as follows in respect of the first Interest Payment Date following each Valuation Date (as defined in Condition 8.4 below), based on the information contained in the most recent Sustainable Performance Report (as defined in Condition 8.4 below) delivered by the Issuer as provided in Condition 8.3(c)(ii) below:

(i) if the Issuer has complied with all of the Sustainable Performance Targets (as defined in Condition 8.4 below), then the 2029 Notes will bear interest at the Initial Interest Rate minus 20 basis points;

(ii) if the Issuer has complied with two (2) of the Sustainable Performance Targets, then the 2029 Notes will bear interest at the Initial Interest Rate minus 10 basis points;

(iii) if the Issuer has complied with one (1) of the Sustainable Performance Targets, then the 2029 Notes will bear interest at the Initial Interest Rate; and

(iv) if the Issuer has not complied with any of the Sustainable Performance Targets, then the 2029 Notes will bear interest at the Initial Interest Rate plus 10 basis points.

For the avoidance of doubt, in case of the occurrence of any of the events referred to in subparagraphs (i), (ii) or (iv) above, the adjustment of the Initial Interest Rate will be applicable to the 2029 Notes from the first day of the Interest Period in which such event has occurred and for each successive Interest Period until the next Interest Payment Date where an adjustment pursuant to this Condition 7.2 will occur. The Calculation Agent shall notify to the Issuer the adjusted interest rate and the resulting amount of interest due for the relevant Interest Period no later than seven (7) Business Days prior to the Interest

Payment Date, it being specified that no adjustment shall be made pursuant to this Condition 7.2(a) for compliance with the Sustainable Performance Targets prior to the Interest Payment Date falling on 8 December 2023.

If for any reason (*x*) the performance level against the Sustainable Performance Target 1 and/or the Sustainable Performance Target 2 and/or the Sustainable Performance Target 3 cannot be calculated, (*y*) the Statutory Auditors are not in a position to provide their External Verification Report or (*z*) the Issuer is not in a position to provide the Sustainable Performance Report or to include the information required under Condition 8.4(iv) in its annual report or CSR (corporate and responsability) report (*rapport RSE (responsabilité sociale d'entreprise)*):

- in respect of (*x*) above, the Initial Interest Rate applicable to the 2029 Notes will be adjusted (if applicable) in accordance with the provisions of sub-paragraphs (ii) to (iv) above of this Condition 7.2(a), as if the Issuer had not complied with one (1), two (2) or three (3) (as applicable) of the Sustainable Performance Targets;
- in respect of (*y*) and (*z*) above, the Initial Interest Rate applicable to the 2029 Notes will be adjusted (if applicable) in accordance with the provisions of sub-paragraph (iv) above of this Condition 7.2(a), as if the Issuer had not complied with any of the three (3) Sustainable Performance Targets; and
- if applicable, the Issuer will pay a Sustainable Compensation Amount as defined and provided under Condition 7.2(b) below, as if the Issuer had not complied with any of the three (3) Sustainable Performance Targets.

No adjustment under subparagraphs (i) or (ii) above shall take place as long as an Event of Default has occurred and is continuing.

For the purposes of these 2029 Conditions:

"**Interest Period**" means the period from (and including) the Issue Date to (but excluding) the first Interest Payment Date and each successive period from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date.

(b) Sustainable Compensation Amount

A Sustainable Compensation Amount (as defined below) shall be paid by the Issuer to one or several Eligible Foundations (as defined below) on the Interest Payment Date immediately succeeding the determination of such Sustainable Compensation Amount (the "**Sustainable Compensation Measure**") if, based on the information contained in the most recent Sustainable Performance Report (as defined in Condition 8.4 below) delivered by the Issuer as provided in Condition 8.3(c)(ii) below, the Issuer has not complied with any of the Sustainable Performance Targets.

Where relevant, the 2029 Noteholders will be notified, in accordance with Condition 15, of the Sustainable Compensation Measure to be implemented or which have been implemented by the Issuer upon communication of the Sustainable Performance Report.

For the avoidance of doubt, (i) such Sustainable Compensation Amount shall be paid in addition to any interest rate adjustment in accordance with Condition 7.2(a) above but shall not be added to the amount of interest payable annually under the 2029 Notes, (ii) no determination of such Sustainable Compensation Amount shall be made pursuant to this Condition 7.2(b) prior to the Valuation Date falling on 31 December 2022 and (iii) no payment of such Sustainable Compensation Amount shall be made pursuant to this Condition 7.2(b) prior to the Interest Payment Date falling on 8 December 2023.

For the purposes of these 2029 Conditions:

"**Eligible Foundation**" means LADAPT (https://www.ladapt.net/soutenir) and/or Prévention Routière (https://www.preventionroutiere.asso.fr/) and/or Biocenys (https://www.biocenys.fr/) and/or CAPTE (https://www.capte.io/projets/) and/or ONF (https://www.onf.fr/onf), and/or Association des Femmes Ingénieurs (https://www.femmes-ingenieures.org/) and/or OPE (https://www.objectifpouremploi.fr/orientation/mixite/) and/or any other similar foundation, non-governmental organisation or association, (i) enjoying local credibility, (ii) whose field of activity falls in whole or in part within the environmental, social, and governance themes to which the Issuer's KPIs pertain, (iii) which, to the best of the Issuer's knowledge, are not subject to sanctions and are not engaged in an activity or have not committed an act violating any law or regulation seeking the prevention or the sanctioning of corruption, money laundering and/or terrorist financing and (iv) in respect of which there is nor will be no conflict of interest with the Group or the Issuer.

"**Sustainable Compensation Amount**" means an amount equal to 0.10% *per annum* of the outstanding principal amount of the 2029 Notes.

7.3 Interest payments

Each Note will cease to bear interest from the due date for redemption, unless the Issuer defaults in payment for its redemption on said date. In such event, interest on such Note shall continue to accrue at the Initial Interest Rate (adjusted, as the case may be, pursuant to Condition 7.2 above) (both before and after judgment) until the calendar day (included) on which all sums due in respect of such Note up to that calendar day are received by or on behalf of the relevant Noteholder.

Interest will be calculated on an Actual/Actual (ICMA) basis. Where interest is to be calculated in respect of a period of less than one year, it shall be calculated on the basis of the number of days elapsed in the relevant period, from and including the date from which interest begins to accrue to but excluding the date on which it falls due, divided by the number of days in such period in which the relevant period falls (including the first but excluding the last day of such period) i.e. divided by 365 (or by 366 if a February 29 is included in such period). Where interest is to be calculated in respect of a period which is more than one year, such interest shall be the aggregate of the interest payable in respect of a full year plus the interest payable in respect of the remaining period calculated in the manner as aforesaid.

8. COVENANTS

So long as any of the 2029 Notes is outstanding, the Issuer shall comply with the covenants referred to in this Condition 8.

8.1 Financial Covenants

The Issuer shall procure that as at each Testing Date:

(a) the Net Leverage Ratio is less than 2.50x,

it being specified that the Net Leverage Ratio may be exceeded a maximum of two (2) times before the Maturity Date,

it being further specified that the Net Leverage Ratio shall never be (i) higher than 3.00x nor (ii) exceeded in respect of two (2) consecutive Testing Dates,

(b) the Gross Leverage Ratio is less than 5.00x,

it being specified that the Gross Leverage Ratio may be exceeded a maximum of two (2) times before the Maturity Date,

it being further specified that the Gross Leverage Ratio shall never be (i) higher than 5.50x nor (ii) exceeded in respect of two (2) consecutive Testing Dates,

(c) the Consolidated Net Cash is higher than (i) €60,000,000 as at the first Testing Date (*i.e.* being 31 December 2021), (ii) €80,000,000 as at the second Testing Date (*i.e.* being 31 December 2022) and (iii) €100,000,000 as at each following Testing Date,

(together, the "**Financial Covenants**").

The Financial Covenants shall be calculated in accordance with the accounting principles applicable to the annual consolidated financial statements of the Issuer taking into account IFRS (*International Financial Reporting Standards*) rules (including, for the avoidance of doubt, IFRS 16 rule) applicable as of the Issue Date and tested by reference to the relevant annual consolidated financial statements of the Issuer.

The Gross Leverage Ratio and the Net Leverage Ratio in respect of a Relevant Period shall be adjusted on a *pro forma* basis to include or restate (on a twelve month basis) the EBITDA of any company acquired pursuant to a Permitted Acquisition (as defined below in Condition 8.2) during that Relevant Period (as if it had been a member of the Group since the beginning of the Relevant Period) or the EBITDA of any member of the Group disposed during that Relevant Period (as if it had ceased to be a member of the Group since the beginning of the Relevant Period).

For the purposes of these 2029 Conditions:

"**Consolidated EBIT**" means the " consolidated "current operating income (*Résultat opérationnel courant*)" item (or equivalent item) referred to in the most recent audited annual consolidated financial statements of the Issuer; provided that, with respect to the new entities which shall become part of the Group, the relevant amounts to be taken into account shall be computed on the basis of the Relevant Period, whatever the date of their integration.

"**Consolidated EBITDA**" means the Consolidated EBIT increased by the "Amortization, depreciation and provisions net (*Dotations nettes aux amortissements et provisions*" item and the "Net book value of disposals of non-current assets (*Valeur nette comptable des éléments d'actifs cédés*)" item (or equivalent items), all as referred to in the most recent audited annual consolidated financial statements of the Issuer; provided that, with respect to the new entities which shall become part of the Group, the relevant amounts to be taken into account shall be computed on the basis of the Relevant Period, whatever the date of their integration.

"**Consolidated Gross Debt**" means (A) the sum of (i) the "Long-term borrowings and loans (*Emprunts et dettes financières diverses à long terme*)" item, (ii) the "Current Borrowings and loans (*Emprunts et dettes financières courants*)" item, (iii) the "Bank overdrafts (*Découverts bancaires*)" item (including any securitisation, whether deconsolidating or not), (iv) the "Non-current lease liabilities (*Dettes de location non courantes*)" item and (v) the "Current lease liabilities (*Dettes de location courantes*)" item (or equivalent items), all as referred to in the most recent audited annual consolidated financial statements of the Issuer, minus (B) the Subordinated Debts.

"**Consolidated Gross Cash**" means the "Cash and cash equivalents (*Trésorerie et équivalents de trésorerie*)" item referred to in the most recent audited annual consolidated financial statements of the Issuer.

"**Consolidated Net Cash**" means the Consolidated Gross Cash minus the "Bank overdrafts (*Découverts bancaires*)" item referred to in the most recent audited annual consolidated financial statements of the Issuer (including any securitisation, whether deconsolidating or not).

"**Consolidated Net Debt**" means the Consolidated Gross Debt minus the Consolidated Gross Cash.

"**Gross Leverage Ratio**" means, in respect of any Relevant Period, the ratio of the Consolidated Gross Debt divided by the Consolidated EBITDA.

"**Net Leverage Ratio**" means, in respect of any Relevant Period, the ratio of the Consolidated Net Debt divided by the Consolidated EBITDA.

"**Relevant Period**" means a period of twelve (12) months ending on or about a Testing Date.

"**Subordinated Debts**" means the Simple Bonds, the Bonds Redeemable in Shares and, if applicable, any Other Subordinated Debt.

"**Testing Date**" means 31 December in each year, the first Testing Date being 31 December 2021.

8.2 Limitation on acquisition covenant

The Issuer undertakes that it will not, and will ensure that none of its Subsidiaries will, acquire the shares of a company or a business or an undertaking other than a Permitted Acquisition.

For the purposes of these 2029 Conditions:

"**Line of Business**" means any activity in the sector of building and public works, both in France and internationally.

"**Permitted Acquisition**" means the acquisition of the shares of a company or the acquisition of a business or of an undertaking (or, in each case, any interest in any of them) that complies with the following criteria:

(i) the enterprise value (*valeur d'entreprise*) of the acquisition does not exceed €30,000,000 individually (it being specified that completion of any such acquisition for an enterprise value (*valeur d'entreprise*) in excess of €30,000,000 shall be subject to the prior approval of the Masse) or €60,000,000 in aggregate (when aggregated with enterprise values (*valeurs d'entreprise*) of any Permitted Acquisition made within a same financial year);

(ii) no Event of Default (as defined in Condition 12 below) is on-going or would result from such acquisition;

(iii) the level of the Financial Covenants, determined on a *pro forma* basis taking into account the contemplated acquisition (i) were complied with as at the last Testing Date immediately preceding the date of completion of such acquisition, should such acquisition be completed on or before 30 June or (ii) will be complied with as at the next Testing Date immediately following the date of completion of such acquisition, should such acquisition be completed after 30 June;

(iv) if the acquisition is over the shares of a company:

(a) the liability of the shareholders of the company (due to its corporate form) is limited to their capital contribution;

(b) upon completion of the Permitted Acquisition, either (a) the Issuer or the relevant Subsidiary holds the control (direct or indirect), within the meaning of Article L.233-3 I of the French *Code de commerce,* of such company or (b) the Issuer or the relevant Subsidiary holds an initial interest in such company together with a call option, allowing the Issuer or the relevant Subsidiary to gain the control (direct or indirect), within the meaning of Article L.233-3 I of the French *Code de commerce,* of the said company should the call option be exercised; and

(c) the EBITDA of the company (if applicable, on a consolidated basis or aggregated with its Subsidiaries) calculated over the last twelve (12) months (or, if such information is not available, on the basis of the latest available annual accounts (if applicable, consolidated according to the group's consolidation standards)) (the "**Target EBITDA**"):

(*x*) is positive for the last financial year immediately preceding the relevant Permitted Acquisition; or

(*y*) if negative, does not exceed (1) an individual amount of -€2,000,000 (or its equivalent in any other currency) and (2) an amount, aggregated with the sum of the negative EBITDA (calculated over the last twelve (12) months (or, if such information is not available, on the basis of the last available annual accounts (if applicable consolidated according to the group's consolidation standards)) of all Permitted Acquisitions over the shares of companies completed since the Issue Date and whose EBITDA were negative at the date of their acquisition, of -€5,000,000 (or its equivalent in any other currency);

(v) the company, the business or the undertaking is engaged in activities that are within, similar or related to the Line of Business; and

(vi) the company, the business or the undertaking is located (or registered in the case of a company) in a country that is not a Sanctioned Country.

"**Sanctioned Country**" means any country or territory that is, or whose government is, subject to a Sanctions regime prohibiting or restricting relations with that country, territory or government.

"**Sanctions**" means any laws, regulations or other restrictive measures of a mandatory nature enacting economic, financial or trade sanctions (including, for the avoidance of doubt, any sanctions or measures relating to any embargo or freeze on funds and economic resources, restrictions on dealings with persons or on goods or territories) issued, administered or enforced by the United States of America (including, without limitation, measures enacted by the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the Department of Commerce and the U.S. Department of State), and/or the United Nations (including the United Nations Security Council), and/or the European Union and/or the Republic of France and/or the United Kingdom or any other competent authority, including other states, having the power to impose such sanctions.

8.3 Information undertakings

The Issuer shall supply to the Fiscal Agent (copy to the Representative) who will make available to the 2029 Noteholders, in accordance with any applicable law (in particular Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse):

(a) as soon as they are available but in any event within one hundred and eighty (180) calendar days after the end of each financial year of the Issuer, or as applicable, each Principal Subsidiary:

 (i) certified true copies of the audited annual consolidated financial statements of the Issuer for such financial year;

 (ii) certified true copies of the audited annual non-consolidated financial statements of the Issuer and each Principal Subsidiary for such financial year; and

 (iii) the audit reports with respect thereto (except the Principal Subsidiaries for which a statutory auditor or an auditor is not required by applicable regulations).

(b) as soon as they are available but in any event within one hundred and twenty (120) calendar days after the end of the first six-month period of each financial year of the Issuer:

 (i) certified true copies of the unaudited and uncertified semi-annual consolidated financial statements of the Issuer for such six-month period, and

 (ii) certified true copies of the unaudited and uncertified semi-annual non-consolidated financial statements of the Issuer for such six-month period.

(c) as soon as possible but in any event within one hundred and eighty (180) calendar days after the end of each financial year of the Issuer:

 (i) a compliance certificate, signed by its legal representative and by its auditors, stating whether or not the Issuer complies with its Financial Covenants and setting out, on a consolidated basis as of 31 December of the relevant financial year, computations of its Financial Covenants;

 (ii) the Sustainable Performance Report, together with the External Verification Report referred to in Condition 8.4 below, and for the first time in respect of the Valuation Date falling on 31 December 2022;

 (iii) a compliance certificate, signed by its legal representative and by its auditors, stating any and all Security Interests over or affecting the shares of any of the Issuer's Subsidiaries;

 (iv) if applicable, a compliance certificate, signed by its legal representative, listing the Principal Subsidiaries detailing their contribution to the total gross consolidated revenues of the Issuer and the Consolidated EBITDA, each as calculated from the most recent audited annual consolidated financial statements of the Issuer; and

 (v) a compliance certificate, signed by its legal representative, stating whether or not all acquisitions of shares of companies, businesses and undertakings made during this financial year, met the criteria of Permitted Acquisition.

Upon receipt of any compliance certificate from the Issuer, the Fiscal Agent shall provide the 2029 Noteholders with such compliance certificate in accordance with Condition 15.

The Fiscal Agent shall have no obligation to read or analyse any information or report delivered to it under this Condition 8.3 and shall have no obligation to determine whether any such information or report complies with the provision of this Condition 8.3 and shall not be deemed to have notice of anything disclosed therein and shall incur no liability by reason thereof.

For the purposes of these 2029 Conditions:

"**Principal Subsidiary**" means:

(a) any other Subsidiary of the Issuer whose (i) gross revenues represent more than three per cent. (3%) of the total gross consolidated revenues of the Group and (ii) EBITDA represents more than five per cent. (5%) of Consolidated EBITDA, as calculated from the most recent audited annual consolidated financial statements of the Issuer; and

(b) in the event that the aggregate amount of gross revenues of all Subsidiaries of the Issuer referred to in paragraph (a) above represents less than seventy per cent. (70%) of the total gross consolidated revenues of the Group, all other Subsidiaries of the Issuer taken in descending order of gross revenues until the aggregate amount of gross revenues of the companies referred to in paragraphs (a) and (b) represents at least seventy per cent. (70%) of the total gross consolidated revenues of the Group, as calculated from the most recent audited annual consolidated financial statements of the Issuer.

A list of the Principal Subsidiaries as at the Issue Date is set out in Schedule 1 to these 2029 Conditions.

8.4 Sustainable Performance Targets

The Issuer will, in respect of each Valuation Date:

(i) evaluate in good faith the performance level of KPI 1 against the Sustainable Performance Targets 1 as at each Valuation Date;

(ii) evaluate in good faith the performance level of KPI 2 against the Sustainable Performance Targets 2 as at each Valuation Date;

(iii) evaluate in good faith the performance level of KPI 3 against the Sustainable Performance Targets 3 as at each Valuation Date;

(iv) include in a dedicated section of its annual report or CSR (corporate and responsability) report (*rapport RSE (responsabilité sociale d'entreprise)*), as applicable, the valuation made by the Issuer of the KPIs against the Sustainable Performance Targets;

(v) prepare a report that will include (*x*) the valuation made by the Issuer of the KPIs against the Sustainable Performance Targets, (*y*) the related impact (including timing of such impact) on the 2029 Notes in terms of adjustment to the Initial Interest Rate and, if applicable, payment of the Sustainable Compensation Amount and (*z*) if applicable, the accurate payment of the Sustainable Compensation Amount due with respect to the relevant previous Interest Payment Date (it being specified that such payment shall be in addition to any donations otherwise made by the Issuer to such Eligible Foundation and detailed for each Eligible Foundation) (the "**Sustainable Performance Report**");

(vi) ensure that the Statutory Auditors prepare a verification report confirming the contents of the Sustainable Performance Report (the "**External Verification Report**"); and

(vii) deliver the Sustainable Performance Report, together with the External Verification Report, in accordance with Condition 8.3(c)(ii) to the 2029 Noteholders.

In the event of any change (i) to the calculation methodology of any of the KPIs, (ii) in data due to better data accessibility and/or (iii) as a result of any Significant Change in the Group's Perimeter, which, individually or in aggregate, has a significant impact on the levels of any of the Sustainable Performance Targets and/or the level of any of the KPI baselines, the Sustainable Performance Targets and/or the KPI baselines may be recalculated in good faith by the Issuer (and, in respect of any event referred to in (iii) above, on the basis of *proforma* financial statements taking into account the impact of such event) to reflect such change, provided that:

(a) such change has no adverse effect on the interests of the 2029 Noteholders; and

(b) an independent and well-recognised expert on the relevant KPI has been appointed by the Issuer (*e.g.* EcoAct for Green House Gas emissions reduction) and has independently confirmed that the proposed revision (*x*) is consistent with the Issuer's strategy and (*y*) is in line with the initial level of ambition of the relevant Sustainable Performance Target(s),

as described in "The Group's Sustainable Performance Targets" in this Prospectus.

Any such change will be communicated as soon as reasonably practicable by the Issuer to the Fiscal Agent (copy to the Representative) who will notify the same to the 2029 Noteholders in accordance with Condition 15.

Any other changes will be made with the prior approval of the 2029 Noteholders.

For the purposes of these 2029 Conditions:

"**Accident Frequency Rate**" means the number of accidents with sick leave multiplied by one million (1,000,000) and divided by the number of worked hours, it being specified that (i) "worked hours" means the number of full-time equivalent staff excluding temporary staff multiplied by the number of working hours made every year by a full-time person and (ii) "accidents with sick leave" means the accidents resulting in a sick leave of at least twenty-four (24) hours, declared and recognised by any competent authority.

"**EcoAct**" means the *société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Paris under number 492 029 475, being an international environmental consultant.

"**GHG Protocol Corporate Standard**" means the document entitled "The Greenhouse Gas Protocol, A Corporate Accounting and Reporting Standard (Revised Edition)" published by the World Business Council for Sustainable Development and the World Resources Institute (as amended and updated as at the Issue Date).

"**Group**" means at any time the Issuer and its Subsidiaries

"**KPIs**" means, together, the KPI 1, the KPI 2 and the KPI 3.

"**KPI 1**" means the first key performance indicator relating to the reduction of the Accident Frequency Rate on a worldwide scope, in line with the United Nations Sustainable Development Goals n°3, on which the Sustainable Performance Targets 1 are based.

"**KPI 2**" means the second key performance indicator relating to the total GreenHouse Gas emissions (*i.e.* absolute GreenHouse Gas emissions) in respect of Scope 1 and Scope 2, on a worldwide scope, expressed in tons of CO2 equivalent (tCO2eq), calculated by the Issuer, in line with the GHG Protocol, the EU Environmental Objective 1 – Climate Change Mitigation and United Nations Sustainable Development Goals n°13 and a well-below 2°C scenario, on which the Sustainable Performance Targets 2 are based.

"**KPI 3**" means the third key performance indicator relating to the number of women among building site managers on a worldwide scope, in line with the United Nations Sustainable Development Goals n°5, on which the Sustainable Performance Targets 3 are based.

"**Scope 1**" means direct greenhouse gas emissions from sources owned or controlled by the Group, as defined in the GHG Protocol Corporate Standard, expressed in tons of carbon dioxide equivalent (tCO2eq).

"**Scope 2**" means indirect greenhouse gas emissions from the generation of electricity, steam and heating/cooling purchased from third parties and consumed in the Group's owned or controlled equipment or operations, as defined in the GHG Protocol Corporate Standard, expressed in tons of carbon dioxide equivalent (tCO2eq).

"**Significant Change in the Group's Perimeter**" means any significant external growth, acquisition or disposal in excess of ten per cent. (10%) of the total revenue of the Group.

"**Statutory Auditors**" means the statutory auditors of the Issuer, being as at the Issue Date Groupe IFEC and TALENZ ARES AUDIT (formerly AREs X-PERT AUDIT).

"**Sustainable Performance Targets**" means, together, the Sustainable Performance Targets 1, the Sustainable Performance Targets 2 and the Sustainable Performance Targets 3.

"**Sustainable Performance Targets 1**" means the objectives at the Group's level (including any significant external growth, acquisition and/or disposal other than a Significant Change in the Group's Perimeter completed as at the relevant Valuation Date) relating to KPI 1 to be complied with on each Valuation Date, in line with the United Nations Sustainable Development Goals n°3, being a cumulative annual reduction against the 2020 baseline of six per cent. (6%) and corresponding:

(i) on the Valuation Date falling on 31 December 2022, to an Accident Frequency Rate less than or equal to 12.06%;

(ii) on the Valuation Date falling on 31 December 2023, to an Accident Frequency Rate less than or equal to 11.34%;

(iii) on the Valuation Date falling on 31 December 2024, to an Accident Frequency Rate less than or equal to 10.66%;

(iv) on the Valuation Date falling on 31 December 2025, to an Accident Frequency Rate less than or equal to 10.02%;

(v) on the Valuation Date falling on 31 December 2026, to an Accident Frequency Rate less than or equal to 9.42%;

(vi) on the Valuation Date falling on 31 December 2027, to an Accident Frequency Rate less than or equal to 8.85%; and

(vii) on the Valuation Date falling on 31 December 2028, to an Accident Frequency Rate less than or equal to 8.32%.

"**Sustainable Performance Targets 2**" means the objectives at the Group's level (including any significant external growth, acquisition and/or disposal other than a Significant Change in the Group's Perimeter completed as at the relevant Valuation Date) relating to KPI 2 to be complied with on each Valuation Date, being a cumulative annual reduction of the quantity of tons of carbon dioxide equivalent (tCO2eq) against 2019 baseline of four per cent. (4%), as calculated by the Issuer on the basis of the methodology in line with the GHG Protocol, the EU Environmental Objective 1 – Climate Change Mitigation and United Nations Sustainable Development Goals n°13 and a well-below 2°C scenario and corresponding:

(i) on the Valuation Date falling on 31 December 2022, to GreenHouse Gas emissions less than or equal to 162,226 tCO2eq;

(ii) on the Valuation Date falling on 31 December 2023, to GreenHouse Gas emissions less than or equal to 155,737 tCO2eq;

(iii) on the Valuation Date falling on 31 December 2024, to GreenHouse Gas emissions less than or equal to 149,507 tCO2eq;

(iv) on the Valuation Date falling on 31 December 2025, to GreenHouse Gas emissions less than or equal to 143,527 tCO2eq;

(v) on the Valuation Date falling on 31 December 2026, to GreenHouse Gas emissions less than or equal to 137,786 tCO2eq;

(vi) on the Valuation Date falling on 31 December 2027, to GreenHouse Gas emissions less than or equal to 132,274 tCO2eq; and

(vii) on the Valuation Date falling on 31 December 2028, to GreenHouse Gas emissions less than or equal to 126,983 tCO2eq.

"**Sustainable Performance Targets 3**" means the objectives at the Group's level (including any significant external growth, acquisition and/or disposal other than a Significant Change in the Group's Perimeter completed as at the relevant Valuation Date) relating to KPI 3 to be complied with on each Valuation Date, in line with the United Nations Sustainable Development Goals n°5, being:

(i) on the Valuation Date falling on 31 December 2022, at least two hundred (200) women hired among building site managers;

(ii) on the Valuation Date falling on 31 December 2023, at least two hundred and twenty-five (225) women hired among building site managers;

(iii) on the Valuation Date falling on 31 December 2024, at least two hundred and sixty (260) women hired among building site managers;

(iv) on the Valuation Date falling on 31 December 2025, at least two hundred and ninety (290) women hired among building site managers;

(v) on the Valuation Date falling on 31 December 2026, at least three hundred and thirty (330) women hired among building site managers;

(vi) on the Valuation Date falling on 31 December 2027, at least three hundred and eighty (380) women hired among building site managers; and

(vii) on the Valuation Date falling on 31 December 2028, at least four hundred and thirty (430) women hired among building site managers.

"**Valuation Date**" means 31 December of each year until 31 December 2028 (included), the first Valuation Date being 31 December 2022.

8.5 Limitation on distributions of dividends covenant

The Issuer undertakes that its corporate bodies will not make any distribution of dividends, interim dividends or reserves in any form whatsoever, and that no distribution of dividends, interim dividends, reserves or premiums in any form whatsoever will be made or paid, except for any such distribution to all shareholders of the Issuer, in each financial year as from the financial year beginning on 1 January 2022 (inclusive), of dividends from the distributable income of the preceding financial year, subject to compliance with the following conditions:

(i) the total cumulative amount of distributions in respect of each financial year does not exceed fifty (50) per cent. of the consolidated profit attributable to the Group of the previous financial year;

(ii) no Event of Default is on-going or results from the distribution or payment of such dividends;

(iii) the Fiscal Agent has received for the preceding financial year the compliance certificate referred to under Condition 8.3(c)(i) and the annual consolidated financial statements of the Issuer referred to under Condition 8.3(a)(i); and

(iv) the Issuer has supplied to the Fiscal Agent a compliance certificate stating that the level of the Financial Covenants (determined on a *pro forma* basis taking into account the contemplated distribution and any other distribution already made during the relevant financial year) on the immediately preceding Testing Date is complied with.

8.6 Limitation on Financial Indebtedness covenant

The Issuer undertakes that it will not, and shall ensure that none of its Subsidiaries will, incur and maintain any Financial Indebtedness other than a Permitted Financial Indebtedness.

For the purposes of these 2029 Conditions, "**Permitted Financial Indebtedness**" means:

(i) any Financial Indebtedness existing as at the Issue Date;

(ii) the Financial Indebtedness under the Facilities Agreement;

(iii) the 2028 Notes and the 2029 Notes;

(iv) the Subordinated Debts;

(v) any additional medium or long-term Financial Indebtedness (including under any *crédit-bail* or lease-back or finance lease), incurred by members of the Group (or maintained following a Permitted Acquisition) up to a maximum cumulative annual amount not exceeding six point fifty per cent. (6.50%) of the Group's consolidated revenues (excluding taxes) for the previous financial year;

(vi) any additional short-term Financial Indebtedness within the meaning of IFRS (*International Financial Reporting Standards*) rules, in the ordinary course of business and on customary terms, for the purpose of financing their respective working capital requirements, provided that:

(a) the total outstanding short-term Financial Indebtedness within the meaning of IFRS (*International Financial Reporting Standards*) rules (including the outstanding short-term Financial Indebtedness existing as at the Issue Date and the uses of the NEU CP programme, but excluding the uses of the securitisation programme of the Issuer and the portion at less than one year of medium and long-term Financial Indebtedness) (the "**Short-Term Financial Indebtedness**") does not exceed, at any time, a cumulative amount at Group level of €150,000,000 (or its equivalent in any other currency); and

(b) the Short-Term Financial Indebtedness is not secured by any security interest, personal guarantee or other off-balance sheet commitment;

(vii) any additional Financial Indebtedness under the securitisation programme of the Issuer and/or any other trade receivables securitisation programme, up to a maximum aggregate principal amount of Financial Indebtedness (excluding interest accrued or to be accrued in respect of such Financial Indebtedness) of €250,000,000 (increased to €280,000,000 during the period from 1 May to 31 October of each year in accordance with the provisions of the securitisation programme of the Issuer) (or any equivalent amount in any other currency) at any time;

(viii) any additional Financial Indebtedness in respect of a vendor loan (*crédit-vendeur*) or any deferred payment obligation incurred in connection with the acquisition of an asset or the completion of a Permitted Acquisition;

(ix) any off-balance sheet commitment; and

(x) any Financial Indebtedness in respect of any loan or credit in any form whatsoever entered into in the ordinary course of business and on customary terms between members of the Group and consistent with the corporate interest of the entities concerned.

9. REDEMPTION AND PURCHASE

The 2029 Notes may not be redeemed otherwise than in accordance with this Condition 9 or with Conditions 11 and 12 below.

9.1 Redemption at maturity

Unless previously redeemed or purchased and cancelled, the 2029 Notes will be redeemed by the Issuer in full at their Principal Amount (as defined below) on the Maturity Date.

For the purposes of these 2029 Conditions, "**Principal Amount**" means €100,000 per Note.

9.2 Redemption at the option of the Issuer

(a) Early redemption at the Make Whole Redemption Amount

The Issuer will, subject to compliance by the Issuer with all relevant laws, regulations and directives and having given not less than thirty (30) nor more than forty-five (45) calendar days' notice in accordance with Condition 15 to the 2029 Noteholders, the Fiscal Agent and the Calculation Agent (which notice shall be irrevocable), have the option to redeem the 2029 Notes, in whole but not in part, at any time prior to 8 December 2025 (excluded) (the "**Make Whole Redemption Date**"), at their Make Whole Redemption Amount (as defined below).

On the Calculation Date, the Calculation Agent will determine the Make Whole Redemption Rate applicable on the Make Whole Redemption Date, calculate the Make Whole Redemption Amount and, as soon as possible and no later than the Business Day immediately following the Calculation Date, deliver a notice to that effect to the Issuer, the Fiscal Agent and the Representative for transmission to the 2029 Noteholders in accordance with Condition 15.

For the purposes of these 2029 Conditions:

"**Make Whole Redemption Amount**" means, with respect to each Note, an amount in Euro equal to the greater of (i) one hundred per cent. (100%) of the Principal Amount of the 2029 Notes so redeemed and (ii) as determined by the Calculation Agent (rounded to the nearest cent (half a cent being rounded upwards)), the sum of the then present values on the Make Whole Redemption Date of the Remaining Scheduled Payments discounted to the Make Whole Redemption Date on an annual basis (Actual / Actual ICMA) at the Make Whole Redemption Rate plus the Make Whole Redemption Margin, increased in both cases (i) and (ii) by accrued interest on the Principal Amount of the Note since the last Interest Payment Date (or, as the case may be, the Issue Date) (included) to, but excluding, the Make Whole Redemption Date and any Additional Amounts (as defined in Condition 11.2).

"**Make Whole Redemption Margin**" means +0.50 per cent. *per annum*.

"**Make Whole Redemption Rate**" means the rate *per annum* equal to the average of the four (4) quotations given by the Reference Dealers of the mid-market annual yield to maturity of the Reference Benchmark Security on the fourth (4^{th}) Business Day preceding the Make Whole Redemption Date at 11.00 a.m. (Central European time (CET)).

If the Reference Benchmark Security is no longer outstanding, a Similar Security will be chosen by the Calculation Agent after prior consultation with the Issuer if practicable under the circumstances, at 11.00 a.m. (Central European time (CET)) on the fourth (4^{th}) Business Day preceding the Make Whole Redemption Date, quoted in writing by the Calculation Agent to the Issuer.

"**Reference Benchmark Security**" means the French government bond (*Obligation Assimilable du Trésor* – "**OAT**") bearing interest at a rate of 0.00 per cent. *per annum* and maturing on 25 November 2029 with ISIN FR0013451507.

"**Reference Dealers**" means each of the four (4) banks (that may include Crédit Lyonnais and/or Société Générale) selected by the Calculation Agent which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues.

"Remaining Scheduled Payments" means, with respect to each Note, the remaining scheduled payments of principal and interest relating to the 2029 Notes (except accrued interest on such 2029 Notes since the last Interest Payment Date (included) to, but excluding, the Make Whole Redemption Date) that would be due from the Make Whole Redemption Date to 8 December 2028, if the Issuer's option for the redemption at the Make Whole Redemption Amount were not exercised.

"**Similar Security**" means one or more OAT issued by the French government having an actual or interpolated maturity comparable with the remaining term of the 2029 Notes that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the 2029 Notes chosen by the Calculation Agent.

(b) Early redemption with a flat fee

The Issuer will, subject to compliance by the Issuer with all relevant laws, regulations and directives and having given not less than thirty (30) nor more than forty-five (45) calendar days' notice in accordance with Condition 15 to the 2029 Noteholders and the Fiscal Agent (which notice shall be irrevocable), have the option to redeem the 2029 Notes, in whole but not in part, at any time from 8 December 2025 to 7 December 2028 (both dates inclusive), each at their Principal Amount together with (i) any accrued and unpaid interest up to the date fixed for redemption (excluded), (ii) any Additional Amounts (as defined in Condition 11.2) and (iii) a flat fee of:

(i) 3% of the Principal Amount of the Note for any redemption occurring from 8 December 2025 to 7 December 2026 (both dates inclusive);

(ii) 2% of the Principal Amount of the Note for any redemption occurring from 8 December 2026 to 7 December 2027 (both dates inclusive); or

(iii) 1% of the Principal Amount of the Note for any redemption occurring from 8 December 2027 to 7 December 2028 (both dates inclusive).

(c) Residual maturity call option

The Issuer will, subject to compliance by the Issuer with all relevant laws, regulations and directives and having given not less than thirty (30) nor more than forty-five (45) calendar days' notice in accordance with Condition 15 to the 2029 Noteholders and the Fiscal Agent (which notice shall be irrevocable), have the option to redeem the 2029 Notes, in whole but not in part, on any date from 8 December 2028 (included), at their Principal Amount together with any accrued and unpaid interest up to their effective redemption date (excluded) and any Additional Amounts (as defined in Condition 11.2).

9.3 Redemption for taxation reasons

(a) If, by reason of a change in French law or regulation, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the Issuer would, on the occasion of the next payment of principal or interest due in respect of the 2029 Notes, not be able to make such payment without having to pay additional amounts as specified in Condition 11, the Issuer may at any time, subject to having given not more than forty-five (45) nor less than thirty (30) calendar days' prior notice to the Fiscal Agent and to the 2029 Noteholders in accordance with Condition 15 (which notice shall be irrevocable), redeem all, but not some only, of the 2029 Notes outstanding at their Principal Amount, together with all interest accrued to the date fixed for redemption, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal and/or interest without withholding for French taxes.

(b) If the Issuer would on the occasion of the next payment of principal or interest in respect of the 2029 Notes be prevented by French law from making payment to the 2029 Noteholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 11, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall, subject to having given not less than seven (7) calendar days' prior notice to the 2029 Noteholders in accordance with Condition 15 (which notice shall be irrevocable), redeem all, but not some only, of the 2029 Notes at their Principal Amount, together with all interest accrued to the date fixed for redemption of which notice hereunder may be given, provided that the due date for redemption shall be no earlier than the latest practicable date on which the Issuer could make payment of the full amount of principal and/or interest payable in respect of the 2029 Notes or, if such date has passed, as soon as practicable thereafter.

9.4 Redemption at the option of the 2029 Noteholders following a Change of Control

If at any time while any of the 2029 Notes is outstanding there occurs a Change of Control, each Noteholder will have the option (a "**put option**") to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of all or part of the 2029 Notes held by such Noteholder(s) on the Optional Redemption Date (as defined below) at their Principal Amount, together with (or, where purchased, together with an amount equal to) accrued interest to, but excluding, the Optional Redemption Date (as defined below).

Promptly upon becoming aware that a Change of Control has occurred, the Issuer shall give notice (a "**Change of Control Notice**") to the Fiscal Agent and the 2029 Noteholders in accordance with Condition 15, specifying the nature of the event and the procedure for exercising the put option.

To exercise a put option, a Noteholder must give notice to the relevant Account Holder, with a copy to the Fiscal Agent duly completed and signed on its behalf (the "**Put Notice**"), on any Business Day falling within the period of forty-five (45) calendar days after a Change of Control Notice is given (the "**Put Period**"). The Put Notice shall include instructions for the transfer of such 2029 Notes to the specified account of the Fiscal Agent for the redemption or purchase of such 2029 Notes.

The form of the Put Notice shall be available from the Fiscal Agent. A Put Notice once given shall be irrevocable without the consent of the Issuer.

Payment in respect of such 2029 Notes will be made on the Optional Redemption Date by transfer to the bank account specified in the Put Notice and opened with a bank in a city in which banks use the TARGET System (as defined below). The Issuer shall redeem or, at its option, procure the purchase of the relevant 2029 Notes in respect of which the Put Option has been validly exercised as provided above, and subject to the transfer of such 2029 Notes to the account of the Fiscal Agent for the account of the Issuer as described above, on the Optional Redemption Date unless previously redeemed or purchased.

For the purposes of these 2029 Conditions:

A "**Change of Control**" shall be deemed to have occurred if:

(i) less than fifty point one per cent. (50.01%) of the share capital or voting rights of the Issuer is held, directly or indirectly, by FSA, FSB, Orion and NGE Management together; or

(ii) less than eighty per cent. (80%) of the share capital or voting rights of FSA, FSB and/or Orion is held, directly or indirectly, by the Operational Managers together (except in the event of the death or exit of a Operational Manager and the sale or transfer of its securities to one or more other Operational Managers), for any reason whatsoever; or

(iii) the Issuer ceases to hold directly or indirectly, for any reason whatsoever, at least (*x*) ninety-five per cent. (95%) of the share capital and/or voting rights of any of the Principal Subsidiaries existing as at the Issue Date and (*y*) with respect to any Subsidiary of the Issuer which becomes a Principal Subsidiary after the Issue Date, a percentage of the share capital and/or voting rights of such Principal Subsidiary at least equal to the percentage held by the Issuer on the date when such Subsidiary became a Principal Subsidiary (except as a result of any Concession Transfer); or

(iv) all or part of the share capital of the Issuer or of any member of the Group is offered to the public and listed on any French or foreign regulated market or stock exchange; or

(v) all or a substantial part of the Group's fixed assets (*actifs immobilisés*) is transferred to a third-party (in one or several transactions), it being specified that this sub-paragraph (v) will not apply to any Concession Transfer.

"**Concession Transfer**" means the transfer by NGE Concession, to one or several third parties to the Group, of all or part of the shares of its subsidiaries carrying concession projects.

"**NGE Concession**" means the *société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Tarascon under number 789 270 360.

"**Operational Managers**" means Alain Joël Rousseau, Gilbert Roux, Francis Chatelain, Antoine Metzger, Michel Lavedrine, Joël Perelle, Michel Pavoine, Jean Bernadet, Jean-Sébastien Leoni, Stéphane Pérez-Morillas, Martin Fontaine, Jean-Baptiste Gonnet, Orso Vesperini, Bruno Parent and Laurent Amar.

"**Optional Redemption Date**" is the fifth (5^{th}) Business Day following the expiration of the Put Period.

"**Orion**" means the *société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Aix-en-Provence under number 842 076 184.

9.5 Purchases

The Issuer may at any time purchase 2029 Notes (together with rights to interest relating thereto) in the open market or otherwise (including by way of tender or exchange offer) at any price and on any condition, subject to compliance with any applicable laws. All 2029 Notes purchased by, or for the account of, the Issuer may, at its sole discretion, be held or cancelled in accordance with and subject to any applicable laws and regulations.

9.6 Cancellation

All 2029 Notes which are redeemed or purchased for cancellation by the Issuer pursuant to this Condition 9 will forthwith be cancelled and accordingly may not be reissued or resold.

10. PAYMENTS

10.1 Method of Payment

Payments of principal, interest and other amounts in respect of the 2029 Notes will be made in euro, by credit or transfer to an account denominated in euro (or any other account to which euro may be credited or transferred) specified by the beneficiary with a bank in a city in which banks use the TARGET System (as defined in Condition 10.2 below). Such payments shall be made for the benefit of the 2029 Noteholders to the Account Holders and all payments made to such Account Holders in favour of 2029 Noteholders will be an effective discharge of the Issuer and the Fiscal Agent, as the case may be, in respect of such payment.

Payments of principal and interest in respect of the 2029 Notes will be subject in all cases to any tax or other laws and regulations applicable thereto, but without prejudice to the provisions of Condition 11 below. No commission or expenses shall be charged to the 2029 Noteholders in respect of such payments.

10.2 Payments on Business Days

If any due date for payment of principal, interest or any other amount in respect of any Note is not a Business Day (as defined below), then the Noteholder shall not be entitled to payment of the amount due until the next following calendar day which is a Business Day and the Noteholder shall not be entitled to any interest or other additional sums in respect of such postponed payment.

For the purposes of these 2029 Conditions, "**Business Day**" means any day, not being a Saturday or a Sunday, (i) on which foreign exchange markets and commercial banks are open for business in Paris (ii) on which Euroclear France is operating and (iii) on which the Trans-European Automated Real Time Gross Settlement Express Transfer (known as TARGET2) system (the "**TARGET System**") or any successor thereto is operating.

10.3 Fiscal Agent and Paying Agent

The name and specified office of the initial Fiscal Agent and initial Paying Agent are as follows:

Banque Internationale à Luxembourg, *société anonyme*
69, route d'Esch
L-2953 Luxembourg
Grand Duchy of Luxembourg

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent or the Paying Agent and/or appoint a substitute Fiscal Agent and additional or other Paying Agents or approve any change in the office through which the Fiscal Agent or Paying Agent acts, provided that, so long as any of the 2029 Notes is outstanding, there will at all times be a Fiscal Agent and a Paying Agent having a specified office in a major European city. Any termination or appointment shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not more than forty-five (45) nor less than thirty (30) calendar days' notice thereof shall have been given to the 2029 Noteholders by the Issuer in accordance with Condition 15.

10.4 Calculation Agent

The name and specified office of the initial Calculation Agent are as follows:

Aether Financial Services
36, rue de Monceau
75008 Paris
France
agency@aetherfs.com

The Issuer reserves the right at any time to vary or terminate the appointment of the Calculation Agent and/or appoint a substitute Calculation Agent or approve any change in the office through which the Calculation Agent acts, provided that, so long as any of the 2029 Notes is outstanding, there will at all times be a Calculation Agent having a specified office in a major European city. Any termination or appointment shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not more than forty-five (45) nor less than thirty (30) calendar days' notice thereof shall have been given to the 2029 Noteholders by the Issuer in accordance with Condition 15.

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties. The Calculation Agent shall act as an independent expert for each quotation, determination or calculation.

11. TAXATION

11.1 Withholding tax

All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the 2029 Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature (the "**Taxes**") imposed, levied, collected, withheld or assessed by or within any jurisdiction, unless such withholding or deduction is required by law.

11.2 Additional Amounts

If, pursuant to French laws or regulations, any payment in respect of any Note become subject to deduction or withholding in respect of any present or future Taxes imposed by or on behalf of France or any authority therein or thereof having power to tax, the Issuer shall, to the fullest extent then permitted by law, pay such additional amounts (the "**Additional Amounts**") as may be necessary in order that the holder of each Note, after such deduction or withholding, will receive the full amount then due and payable thereon in the absence of such withholding; provided, however, that the Issuer shall not be liable to pay any such Additional Amounts in respect of any Note to a holder (or beneficial owner (*ayant droit*)) who is liable to such Taxes in respect of such Note by reason of his having some connection with France other than the mere holding of such Note.

Any reference in these 2029 Conditions to principal and/or interest shall be deemed to include any Additional Amounts which may be payable under this Condition 11.

12. EVENTS OF DEFAULT

The Representative shall, by notice in writing to the Issuer (copy to the Fiscal Agent), if so instructed by a Collective Decision, before all continuing event of defaults shall have been cured, cause all, but not some only, of the 2029 Notes held by the 2029 Noteholders to become immediately due and payable, at their Principal Amount together with any accrued interest thereon until their actual redemption date if any of the following events (each an "**Event of Default**") shall have occurred and be continuing:

(a) default by the Issuer in the payment of principal or interest (including any Additional Amounts) on any of the 2029 Notes, if such default shall not have been cured within fifteen (15) calendar days thereafter; or

(b) default by the Issuer in the due performance of any provision of the 2029 Notes other than as referred in (a) above, if such default shall not have been cured within thirty (30) calendar days after receipt by the Issuer of written notice of such default; or

(c) (i) any other present or future Financial Indebtedness (other than the Simple Bonds) of the Issuer or any of its Principal Subsidiaries in excess of €5,000,000 (or its equivalent in any other currency), whether individually or in the aggregate, becomes (or becomes capable of being declared), following, where applicable, the expiry of any originally applicable grace period, due and payable prior to its stated maturity as a result of a default thereunder, or (ii) any such present or future Financial Indebtedness (other than the Simple Bonds) shall not be paid when due or, as the case may be, within any originally applicable grace period therefor; or

(d) the Simple Bonds are not redeemed on their due date in accordance with the provisions of the terms and conditions of the Simple Bonds, it being agreed that no Event of Default shall occur under this paragraph during the period from the date of occurrence of a payment default under the Simple Bonds on the first or second anniversary of the issue date of the Simple Bonds until the earlier of the following two dates: (i) one hundred and eighty (180) calendar days from the said default (in case of non-exercise of the Simple Bonds Put Option (as defined in Condition 6) and (ii) twelve (12) Business Days following the notification of the exercise of the Simple Bonds Put Option by CME in accordance with the provisions of the Simple Bonds Put Option;

(e) merger, demerger, transfer or cessation of all or substantial part of its business, liquidation or dissolution of the Issuer, except in the case in which all of or substantially all of the Issuer's assets are transferred to a legal entity which simultaneously assumes all of the Issuer's debt and liabilities (including the 2029 Notes) and whose main purpose is the continuation of, and which effectively continues, the Issuer's activities; or

(f) to the extent permitted by law, the Issuer or any of its Principal Subsidiaries (i) makes any proposal for a general moratorium in relation to its debt, or (ii) a resolution is passed or a judgment is issued for the voluntary liquidation (*liquidation amiable*), winding-up, dissolution (*dissolution*), the judicial liquidation (*liquidation judiciaire*) or for a judicial transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer, or (iii) the Issuer or any of its Principal Subsidiaries is subject to any other insolvency or bankruptcy proceedings under any applicable laws, or (iv) the Issuer or any of its Principal Subsidiaries makes any conveyance, assignment or other similar arrangement for the benefit of its creditors or enters into a composition with its creditors; or

(g) the Pledge Agreement or the Intercreditor Agreement not being executed at the Issue Date; or

(h) the Shares Pledges (as defined in Condition 4) are enforced by their beneficiaries as a result of a default of the Issuer under the Facilities Agreement (as defined in Condition 4); or

(i) illegality or unenforceability of the Shares Pledges (as defined in Condition 4); or

(j) illegality or unenforceability of the Intercreditor Agreement (as defined in Condition 5); or

(k) occurrence of any action, legal proceedings or other procedure with any competent court or authority with respect to the Issuer or any of its Subsidiary which could reasonably be expected to give rise to a payment of money exceeding individually or in aggregate €15,000,000; default by the Issuer or any of its Subsidiary in the due performance of any final judgment, arbitral award or transaction for the payment of money exceeding individually or in aggregate €100,000; or

(l) the Issuer or any Principal Subsidiary ceases to carry a substantial part of its business (voluntarily or not) for more than thirty (30) calendar days; or

(m) the Issuer transfers its head office outside France.

For the avoidance of doubt, (i) the occurrence of a Change of Control (as defined and in accordance with Condition 9.4) will not constitute an Event of Default but a put option as more fully described in Condition 9.4 and (ii) non-compliance with, or non-calculation of, any of the Sustainable Performance Targets, non-delivery of the External Verification Report or Sustainable Performance Report and non-inclusion by the Issuer of the information required under Condition 8.4(iv) in its annual report or CSR (corporate and responsability) report (*rapport RSE (responsabilité sociale d'entreprise)*) will not constitute an Event of Default but will trigger an adjustment of the Initial Interest Rate for the relevant Sustainable Performance Target, pursuant to the provisions of sub-paragraphs (i), (ii) and (iv) of Condition 7.2(a) above and if applicable, the payment by the Issuer of a Sustainable Compensation Amount pursuant to the provisions of Condition 7.2(b) above.

13. PRESCRIPTION

Claims against the Issuer for the payment of principal and interest in respect of the 2029 Notes shall become prescribed ten (10) years (in the case of principal) and five (5) years (in the case of interest) from the due date for payment thereof.

14. REPRESENTATION OF THE 2029 NOTEHOLDERS

The 2029 Noteholders will be grouped automatically for the defence of their common interests in a *masse* (hereinafter referred to as the "**Masse**"). The Masse will be governed by the provisions of articles L.228-46 *et seq.* of the French *Code de commerce*, with the exception of Articles L.228-65 I. 1°, 3° and 4° and R.228-69 of the French *Code de commerce* and the related provisions of the French *Code de commerce*, as amended by this Condition.
The Masse will be a separate legal entity and will act in part through a representative (the "**Representative**") and in part through collective decisions of the 2029 Noteholders (the "**Collective Decisions**").

The Masse alone, to the exclusion of all individual 2029 Noteholders, shall exercise the common rights, actions and benefits which may accrue with respect to the 2029 Notes, without prejudice to the rights that 2029 Noteholders may exercise individually in accordance with, and subject to, the provisions of these 2029 Conditions.

14.1 Representative

The initial Representative shall be:

Aether Financial Services
36, rue de Monceau
75008
Paris
France
agency@aetherfs.com

Represented by its Chairman

The Issuer shall pay to the Representative an amount equal to four hundred euros (€400) (excluding VAT) *per annum* for its services.

All 2029 Noteholders may at all times obtain the names and addresses of the Representative at the principal office of the Issuer and the specified office of the Paying Agent.

14.2 Collective Decisions

Collective Decisions are adopted either in a general meeting (the "**General Meeting**") or by unanimous consent following a written consultation (the "**Written Unanimous Decision**").

In accordance with Article R.228-71 of the French *Code de commerce*, the right of each Noteholder to participate in Collective Decisions will be evidenced by the entries in the books of the relevant Account Holder of the name of such Noteholder as of 0:00, Paris time, on the second (2nd) Business Day preceding the date set for the relevant Collective Decision.

The Issuer shall hold a register of the Collective Decisions and shall make it available, upon request, to any Noteholder.

(a) General Meeting

In accordance with the provisions of Articles L.228-51 and R.228-67 first paragraph of the French *Code de commerce*, notice of the date, time, place, agenda and required quorum of any General Meeting will be published in accordance with Condition 15, not less than ten (10) calendar days prior to the date of the general meeting on first convocation and not less than five (5) calendar days prior to the date of the General Meeting on second convocation.

General Meetings may deliberate validly on first convocation only if the 2029 Noteholders present or represented hold at least one-fifth (1/5) of the principal amount of the 2029 Notes then outstanding. On second convocation, no quorum shall be required. The decisions of the General Meeting shall be taken by a two-third (2/3) majority of votes held by the 2029 Noteholders attending such General Meeting or represented thereat.

In accordance with Article L.228-61 of the French *Code de commerce*, each Noteholder has the right to participate in General Meetings in person, by proxy, by correspondence, by videoconference, or by any other means of telecommunication allowing the identification of participating 2029 Noteholders.

Each Noteholder or representative thereof will have the right to consult or make a copy of the text of the resolutions which will be proposed and of the reports, if any, which will be presented at the General Meeting, all of which will be available for inspection by the relevant 2029 Noteholders at the registered office of the Issuer and at any other place specified in the notice of the General Meeting, during the ten (10) calendar day period preceding the holding of the General Meeting on first convocation, or during the five (5) calendar day period preceding the holding of the General Meeting on second convocation.

(b) Written Unanimous Decision

In accordance with Article L.228-46-1 of the French *Code de commerce*, Collective Decisions may also be taken by a Written Unanimous Decision, at the initiative of the Issuer or the Representative.

Such Written Unanimous Decision shall be signed by or on behalf of all the 2029 Noteholders without having to comply with formalities and time limits referred to in Condition 14.2(a). Any Written Unanimous Decision shall, for all purposes, have the same effect as a resolution passed at a General Meeting of such 2029 Noteholders. Subject to the following sentence, a Written Unanimous Decision may be contained in one document or in several documents in like form, each signed by or on behalf of one or more of such 2029 Noteholders. Approval of a Written Unanimous Resolution may also be given by way of electronic communication allowing the identification of 2029 Noteholders.

14.3 Notices

Any notice to be given to 2029 Noteholders in accordance with this Condition 14 shall be given in accordance with Condition 15.

15. NOTICES

Any notice to the 2029 Noteholders will be duly given if (i) delivered to Euroclear France for so long as the 2029 Notes are cleared through such clearing system and (ii) published on the website of the Issuer (www.nge.fr) and so long as the 2029 Notes are admitted to trading on Euronext Paris and the rules of Euronext Paris so require, on the website of Euronext Paris (www.euronext.fr).

Any notice to the 2029 Noteholders shall be deemed to have been given on the date of such publication or if published on different dates, on the date of the first publication.

16. FURTHER ISSUES AND ASSIMILATION

The Issuer may from time to time, without the consent of the 2029 Noteholders, issue further notes to be assimilated (*assimilables*) with the 2029 Notes as regards their financial service, provided that such further notes and the 2029 Notes shall carry identical rights in all respects (or in all respects except for the issue price and the first payment of interest thereon) and that the terms of such further notes shall provide for such assimilation.

In the event of such an assimilation, the 2029 Noteholders and the holders of such further notes and will be grouped together in a single *masse* for the defence of their common interests. References in these 2029 Conditions to the 2029 Notes include any other notes issued pursuant to this Condition and assimilated with the 2029 Notes.

17. GOVERNING LAW AND JURISDICTION

The 2029 Notes are governed by, and shall be construed in accordance with, the laws of France.

Any dispute arising out of or in connection with the 2029 Notes will be submitted to the competent courts within the jurisdiction of the Court of Appeal of Paris, subject to any applicable mandatory rules pertaining to the territorial jurisdiction of French courts.

Schedule 1 to the Terms and Conditions of the 2029 Notes

List of Principal Subsidiaries as at the Issue Date

- Agilis (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Avignon under number 443 222 328).

- Cardinal Edifice (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Rennes under number 950 033 555).

- EHTP (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Tarascon under number 439 987 405).

- Guintoli (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Tarascon under number 447 754 086).

- NGE Fondations (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Lyon under number 348 099 987).

- NGE Infranet (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Tarascon under number 501 241 624).

- NGE Génie Civil (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Tarascon under number 487 469 330).

- Siorat (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Tarascon under number 676 820 137).

- TSO (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Meaux under number 747 252 120).

- TSO Caténaires (*société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Meaux under number 432 455 764).

THE GROUP'S SUSTAINABLE PERFORMANCE TARGETS

1. RATIONALE FOR THE ISSUE OF THE SUSTAINABILITY-LINKED NOTES

Sustainability is not a new topic for NGE, which has published its CSR (Corporate Social Responsibility) report in May 2021 (see 2020 CSR report: https://www.nge.fr/app/uploads/2021/06/RAPPORT-RSE-2020-1.pdf). In particular, NGE committed in 2019 for a more sustainable future with a 4% cumulative annual reduction commitment in Greenhouse Gas emissions. The Group also committed in 2018 to have at least 200 women among building site managers by 2022 (compared to 65 in 2018). NGE now aims to go one step further by issuing Sustainability-Linked Notes that connects its funding with its sustainability-linked objectives. In connection with the issue of its Sustainability-Linked Notes, and in addition to the two objectives mentioned above, NGE has also committed to reduce its accident frequency rate. NGE has set ambitious annual sustainability-linked objectives to cover its three main ESG challenges until maturity of the Sustainability-Linked Notes.

NGE considers the issue of the Sustainability-Linked Notes described in this Prospectus as a way to (i) further underline its commitment to the sustainability-linked objectives described above by tying its funding cost to its performance on ESG Key Performance Indicators (KPIs) that are relevant, core and material to its business and (ii) further engage stakeholders on the Group's path towards a more sustainable future.

The Sustainability-Linked Notes are based on the following five core components:

1. Selection of KPIs;
2. Calibration of Sustainability Performance Targets (SPTs);
3. Specific characteristics of the Sustainability-Linked Notes;
4. Reporting; and
5. Verification.

There can be no assurance by NGE that the Sustainability-Linked Notes will satisfy, whether in whole or in part, any present of future investors' expectations or requirements with respect to investment criteria or guidelines with which any of such investors or their respective investments are required to comply under their own by-laws or other governing rules or portfolio investment mandates.

2. SELECTION OF KEY PERFORMANCE INDICATORS (KPIs)

NGE has selected three KPIs that reflect its main ESG challenges and that are already monitored by the Group:

- Accident Frequency Rate;
- Greenhouse Gas emissions on Scope 1 and Scope 2; and
- Number of women among building site managers.

2.1 KPI 1: Accident Frequency Rate

Rationale

Health and safety at work is at the core of NGE's policy, as indicated in its Health & Safety Plan[1], which consists of (i) organisational measures, (ii) measures addressing specific risks and (iii) measures for health protection, which notably includes an objective to tend towards zero accident.

In this context, NGE is reinforcing its measures to reduce the frequency rate of accidents over time in its organisation, worldwide.

[1] Available for investors on demand

This KPI 1 addresses the United Nations Sustainable Development Goals n°3 "Good Health and Well-being".

Definition

This KPI 1 is defined as the Accident Frequency Rate on a worldwide scope and calculated as follows:

$$Accident\ Frequency\ Rate = Number\ of\ accidents\ with\ sick\ leave * \frac{1{,}000{,}000}{Number\ of\ worked\ hours}$$

Where:

"**number of worked hours**" means the full-time equivalent staff excluding temporary staff multiplied by the number of working hours made every year by a full-time person; and

"**accidents with sick leave**" means the accidents resulting in a sick leave of at least 24 hours, declared and recognised by any competent authority.

This definition is aligned with standard FR1 (Frequency Rate 1) KPI.

2.2 KPI 2: Greenhouse Gas emissions on Scope 1 and Scope 2

Rationale

The Construction sector represents approximately 38% of total Greenhouse Gas emissions and, as an important European player, NGE recognises its responsibility to reduce such emissions. The Group has thus defined Greenhouse Gas emissions reduction as a top priority as indicated in its Environment Plan[2] and committed to a 4% cumulative annual reduction, which is aligned with a well-below 2°C climate change scenario compared to preindustrial temperatures, as outlined in the Paris Agreement (*Accord de Paris sur le climat*).

These Greenhouse Gas emissions reduction objectives aim at contributing to the EU Environmental Objective 1 "Climate Change Mitigation" and primarily addresses the United Nations Sustainable Development Goals n°13 "Climate Action".

The approach to calculate NGE's Greenhouse Gas footprint has been made with the assistance of EcoAct, an international environmental consultant, and is fully aligned with the GHG Protocol Corporate Standard (as defined in "Terms and Conditions of the 2028 Notes" and "Terms and Conditions of the 2029 Notes").

Definition

This KPI 2 is defined as total Greenhouse Gas emissions (*i.e.* absolute Greenhouse Gas emissions) on Scope 1 and Scope 2 (as defined in "Terms and Conditions of the 2028 Notes" and "Terms and Conditions of the 2029 Notes"), in alignment with at least a well-below 2°C climate change scenario, on a worldwide scope.

2.3 KPI 3: Number of women among building site managers

Rationale

The Construction sector historically counts a very limited percentage of women, especially among managers and even more so among building site managers, since most female managers are in administrative positions. Concerned by this situation and willing to develop gender balance at the core of its activity, NGE has committed to increasing the number of women specifically among building site managers. In October 2018, NGE committed to have 200 women among building site managers by 2022 (compared to 42 in 2018). NGE has now decided to go further with an additional annual increase objective after 2022 of approximately 13.5%[3].

This KPI 3 addresses the United Nations Sustainable Development Goals n°5 "Gender Equality".

[2] Available for investors on demand
[3] The percentage increase has been rounded up/down depending on years to have a round-to-ten number of women

Definition

This KPI 3 is defined as the number of women among building site managers (excluding temporary staff), on a worldwide scope.

This KPI 3 is highly relevant to the Construction sector, although it cannot often be benchmarked, as most peers use a KPI on the percentage of female managers (the latter KPI, which is broadly used, is less relevant as most female managers are in administrative positions but not on building sites).

To demonstrate its strong engagement, NGE will keep these three KPIs and related Sustainable Performance Targets unchanged so long as any of the Sustainability-Linked Notes are outstanding, except in cases of changes defined below.

In the event of any change (i) to the calculation methodology of any of the KPIs, (ii) in data due to better data accessibility and/or (iii) as a result of any Significant Change in the Group's Perimeter, which, individually or in aggregate, has a significant impact on the levels of any of the Sustainable Performance Targets and/or the level of any of the KPI baselines, the Sustainable Performance Targets and/or the KPI baselines may be recalculated in good faith by the Issuer (and, in respect of any event referred to in (iii) above, on the basis of *proforma* financial statements taking into account the impact of such event) to reflect such change, provided that:

(a) such change has no adverse effect on the interests of the Noteholders; and

(b) an independent and well-recognised expert on the relevant KPI has been appointed by the Issuer (*e.g.* EcoAct for Green House Gas emissions reduction) and has independently confirmed that the proposed revision (*x*) is consistent with the Issuer's strategy and (*y*) is in line with the initial level of ambition of the relevant Sustainable Performance Target(s).

Any other changes will be made with the prior approval of the holders of the Sustainability-Linked Notes.

3. CALIBRATION OF SUSTAINABILITY PERFORMANCE TARGETS (SPTs)

NGE has defined annual Sustainable Performance Targets for each KPI, against which NGE's annual performance will be evaluated at the Valuation Date (as defined in "Terms and Conditions of the 2028 Notes" and "Terms and Conditions of the 2029 Notes") of each year until maturity, and for the first time on 31 December 2022.

3.1 Sustainable Performance Targets 1 for KPI 1 (Accident Frequency Rate)

Definition

Sustainable Performance Targets 1 have been defined at the Group's level (including any significant external growth, acquisition and/or disposal other than a Significant Change in the Group's Perimeter completed as at the relevant Valuation Date) as a 6% cumulative annual reduction against 2020 baseline.

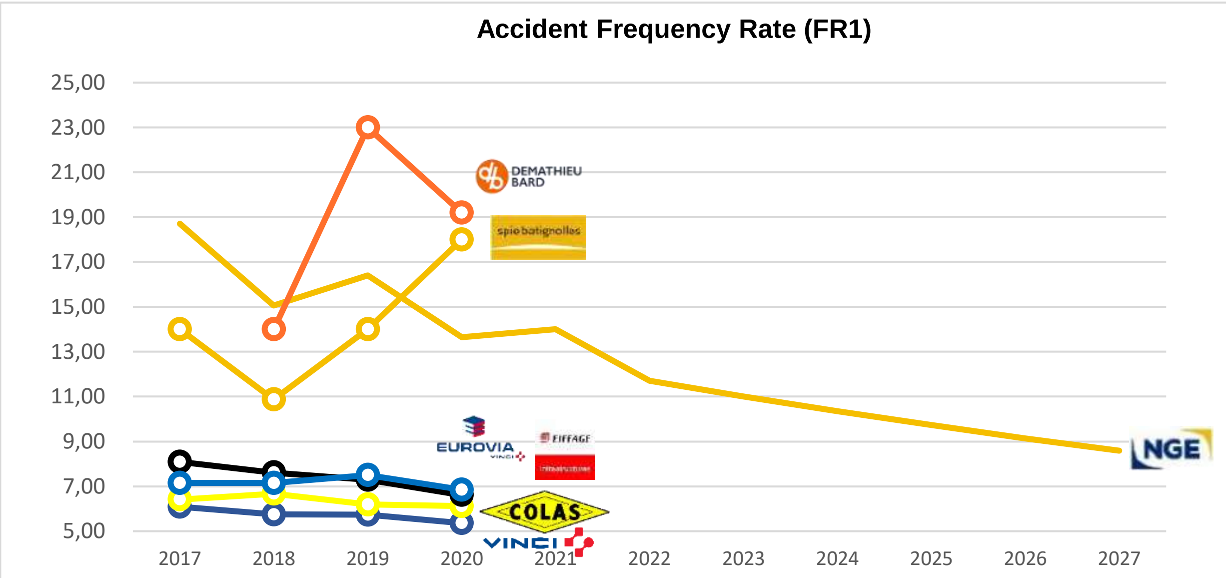
Data history

Data history for NGE since 2018 is provided in the table below.

Ambition level

Sustainable Performance Targets 1 have been defined to be significantly more ambitious than historical data over the past three years (see table below) and in order to progressively catch up with the sector's leaders (see graph below).

Year	2018	2019	2020 (baseline)	2021[4] (target)	2022	2023	2024	2025	2026	2027	2028
SPT: Accident Frequency Rate	15.06	16.41	13.65	12.83	**≤ 12.06**	**≤ 11.34**	**≤ 10.66**	**≤ 10.02**	**≤ 9.42**	**≤ 8.85**	**≤ 8.32**
Reduction percentage compared to 2020				6%	≥ 12%	≥ 17%	≥ 22%	≥ 27%	≥ 31%	≥ 35%	≥ 39 %



Source: NGE for NGE figures, peers' websites for peers' figures

Action plan

The action plan to reach these Sustainable Performance Targets 1 is defined in the Health & Safety Plan[5] of NGE and notably includes:

- further development of training for building site staff: managers, works supervisors, sectors heads, etc. with quarterly follow-up;
- deployment of the "First 5 minutes" plan to accompany all new employees notably on safety at work measures and teams' cohesion;
- further development of prevention for health and safety: "Quarter-hour prevention", reviews by managers (at least once a month), prevention annual programs (*e.g.* sleep management, risks related to high temperatures in summer); and
- systematic investigation discussion together with management after each accident with sick leave of absence or event that could have been serious.

[4] 2021 target calculated as a 6% reduction compared to 2020 baseline. For information, 2021 July (observed) is 14.08.
[5] Available for investors on demand

3.2 Sustainable Performance Targets 2 for KPI 2 (Greenhouse Gas emissions on Scope 1 and Scope 2)

Definition

Sustainable Performance Targets 2 have been defined at the Group's level (including any significant external growth, acquisition and/or disposal other than a Significant Change in the Group's Perimeter completed as at the relevant Valuation Date) as a cumulative annual reduction of four per cent. (4%) against the 2019 baseline, which is aligned with a well-below 2°C climate change scenario.

The approach to calculate NGE's Greenhouse Gas footprint is defined with the assistance of EcoAct, an international environmental consultant, and is fully aligned with the GHG Protocol Corporate Standard Greenhouse Gas (as defined in "Terms and Conditions of the 2028 Notes" and "Terms and Conditions of the 2029 Notes").

Data history

Data history for NGE since 2018 is provided in the table below.

Ambition level

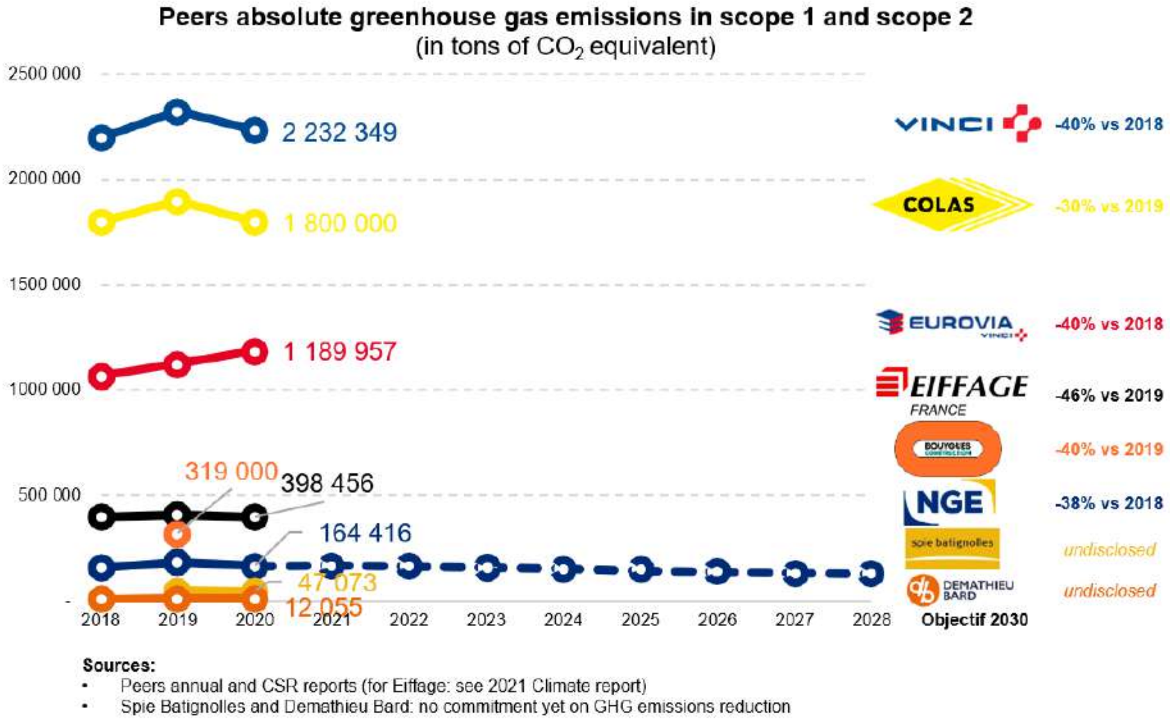
The level of ambition of Sustainable Performance Targets 2 is assured since NGE has committed to a 4% cumulative annual reduction, which is aligned with a well-below 2°C scenario[6] (and is even closer to a 1.5°C scenario[7]). Sustainable Performance Targets 2 are even more ambitious as they are absolute (not in intensity) at the same time as NGE plans to have an 7.9% annual growth of its business.

Each Sustainable Performance Targets 2 will be calculated as a function of Greenhouse Gas emissions on Scope 1 and Scope 2 for the year 2019 (in ton(s) of CO2-equivalent).

Year	**2018**	**2019 (baseline)**	**2020**	**2021 (expected)**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**
SPT: Absolute Greenhouse Gas emissions on Scopes 1 & 2 (tons of CO2-eq)	*156,842*	*183,360*	*164,416*	*168,985*	**162,226**	**155,737**	**149,507**	**143,527**	**137,786**	**132,274**	**126,983**
% annual reduction vs previous year					-4%	-4%	-4%	-4%	-4%	-4%	-4%

[6] Source SBTi: https://sciencebasedtargets.org/resources/files/SBTi-criteria.pdf (see p. 16)
[7] Source SBTi: https://sciencebasedtargets.org/resources/files/SBTi-criteria.pdf (see p. 16)

The graph below shows where NGE stands compared to its peers including sector's leaders:



Action plan

The action plan to reach these Sustainable Performance Targets 2 is defined in the Environment Plan[8] of NGE and notably includes:

- reducing the energy consumption of NGE's production machines (*e.g.* idle rate optimisation, eco-driving training, new energies like electricity or hydrogen);
- reducing the energy consumption of NGE's buildings and industry (*e.g.* insulation, revamping, renewable energies, reconstruction); and
- reducing NGE's fleet's emissions (*e.g.* power station deployment, vehicle allocation grid optimisation, anticipation of renewal to accelerate full electric vehicles depending on annual milage).

3.3 Sustainable Performance Targets 3 for KPI 3 (Number of women among building site managers)

Definition

Sustainable Performance Targets 3 have been defined at the Group's level (including any significant external growth, acquisition and/or disposal other than a Significant Change in the Group's Perimeter completed as at the relevant Valuation Date) as follows:

- in 2022: at least 200 women among building site managers (in accordance with NGE's commitment made in October 2018); and
- afterwards: an increase of approximately 13.5% *per annum* (rounded up/down to have a round-to-ten number of women) - see table below.

[8] Available for investors on demand

Data history

Data history since 2018 is provided in the table below.

Year	**2018 (baseline)**	**2019**[9]	**2020**[9]	**2021 (expected)**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**
SPT: number of women among building site managers	*65*	*89*	*120*	*140*	**≥ 200**	**≥ 225**	**≥ 260**	**≥ 290**	**≥ 330**	**≥ 380**	**≥ 430**
Increase percentage compared to 2018 baseline		*137%*	*185%*	*215%*	≥ 308%	≥ 346%	≥ 400%	≥ 446%	≥ 508%	≥ 585%	≥ 662%

Ambition level

Annual Sustainable Performance Targets 3 have been ambitiously defined. The target of at least 200 women among building site managers in 2022 remains particularly ambitious, since it requires a net increase of 80 women (*i.e.* a 67% net increase) compared to 2021 expected level. In addition, the targeted increase pace after 2022 (approximately 13.5% *per annum*) is significantly higher than the targeted growth of the Group's business (7.9% *per annum*) and should lead to (i) at least 380 women hired among building site managers in 2027, thus an increase of more than 585% compared to 2018 and (ii) at least 430 women hired among building site managers in 2028, thus an increase of more than 662% compared to 2018.

Action plan

The action plan to reach these Sustainable Performance Targets 3 notably includes important recruitment of women notably among recently graduated students. NGE joined several organisations which promote civil works among engineering schools. NGE women managers visit lots of engineering schools during job conferences to deliver enthusiastic messages about their career path. NGE entered into a partnership with a babycare association to facilitate professional development of working mothers (*etc.*).

4. SPECIFIC CHARACTERISTICS OF THE SUSTAINABILITY-LINKED NOTES

The Initial Interest Rate applicable to the Sustainability-Linked Notes will be adjusted as follows in respect of the first Interest Payment Date following each Valuation Date, based on the information contained in the most recent Sustainable Performance Report delivered by NGE (all as defined and more fully described in "Terms and Conditions of the 2028 Notes" and "Terms and Conditions of the 2029 Notes"):

(i) if NGE has complied with all of the Sustainable Performance Targets, then the Sustainability-Linked Notes will bear interest at the Initial Interest Rate minus 20 basis points;

(ii) if NGE has complied with two (2) of the Sustainable Performance Targets, then the Sustainability-Linked Notes will bear interest at the Initial Interest Rate minus 10 basis points;

(iii) if NGE has complied with one (1) of the Sustainable Performance Targets, then the Sustainability-Linked Notes will bear interest at the Initial Interest Rate; and

(iv) if NGE has not complied with any of the Sustainable Performance Targets, then the Sustainability-Linked Notes will bear interest at the Initial Interest Rate plus 10 basis points.

[9] The positions included in the definition of "woman in worksite supervisory roles" correspond to a more precise list of functions corresponding to a field reality. They go beyond the "executive" status of women on site (which was the previously selected criterion). This explains a difference in data between the figures presented here and those presented in the CSR report.

An amount equal to 0.10% *per annum* of the outstanding principal amount of the Sustainability-Linked Notes (the "**Sustainable Compensation Amount**") shall also be paid by NGE to one or several Eligible Foundations (as defined in "Terms and Conditions of the 2028 Notes" and "Terms and Conditions of the 2029 Notes") if, based on the information contained in the most recent Sustainable Performance Report (as defined in "Terms and Conditions of the 2028 Notes" and "Terms and Conditions of the 2029 Notes"), NGE has not complied with any of the Sustainable Performance Targets.

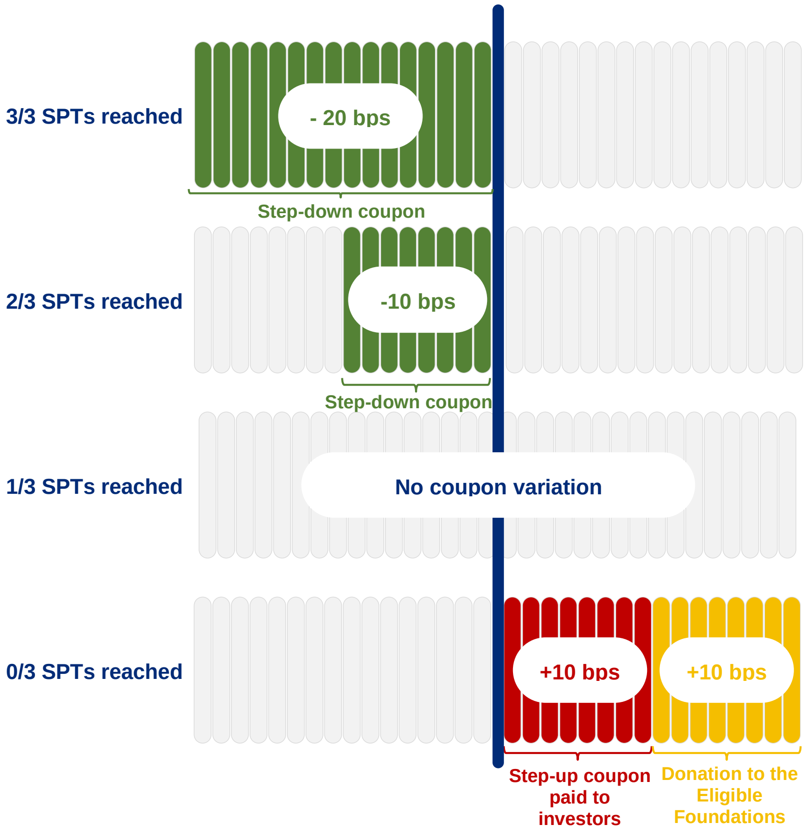
If, for any reason, (*x*) the performance level against the Sustainable Performance Target 1 and/or the Sustainable Performance Target 2 and/or the Sustainable Performance Target 3 cannot be calculated, (*y*) the Statutory Auditors are not in a position to provide their External Verification Report or (*z*) NGE is not in a position to provide the Sustainable Performance Report or to include the performance of its KPIs in its annual report or CSR (corporate and responsability) report (*rapport RSE (responsabilité sociale d'entreprise)*):

- in respect of (*x*) above, the Initial Interest Rate applicable to the Sustainability-Linked Notes will be adjusted (if applicable) in accordance with the provisions of sub-paragraphs (ii) to (iv) above, as if NGE had not complied with one (1), two (2) or three (3) (as applicable) of the Sustainable Performance Targets;
- in respect of (*y*) and (*z*) above, the Initial Interest Rate applicable to the Sustainability-Linked Notes will be adjusted (if applicable) in accordance with the provisions of sub-paragraph (iv) above, as if the Issuer had not complied with any of the three (3) Sustainable Performance Targets; and
- if applicable, NGE will pay a Sustainable Compensation Amount to one or several Eligible Foundations[10], as if NGE had not complied with any of the three (3) Sustainable Performance Targets.

No adjustment under sub-paragraphs (i) or (ii) above shall take place as long as an Event of Default has occurred and is continuing.

[10] This donation must be in addition to possible donations usually made by NGE.

Sustainability-Linked Notes Mechanism



5. Reporting

For information purposes only, NGE will include in a dedicated section of its annual report or CSR (corporate and responsability) report (*rapport RSE (responsabilité sociale d'entreprise)*), as applicable, which will be available on NGE's website (www.nge.fr), (i) the valuation made by it of the KPIs against the Sustainable Performance Targets and (ii) the Sustainable Compensation Amount (if any) paid to the Eligible Foundations during the previous financial year.

NGE will also prepare a Sustainable Performance Report that will include (*x*) the valuation made by NGE of the KPIs against the Sustainable Performance Targets, (*y*) the related impact (including timing of such impact) on the Notes in terms of adjustment to the Initial Interest Rate, and, if applicable, payment of the Sustainable Compensation Amount and (*z*) if applicable, the accurate payment of the Sustainable Compensation Amount due with respect to the relevant previous Interest Payment Date (it being specified that such payment shall be in addition to any donations otherwise made by the Issuer to such Eligible Foundation and detailed for each Eligible Foundation).

6. Verification

The Sustainability-Linked Notes will benefit from an annual External Verification Report prepared by the Statutory Auditors and confirming the contents of the the Sustainable Performance Report prepared by NGE.

USE OF PROCEEDS

The estimated net proceeds of the issue of the Notes will amount to €149,175,000.

The net proceeds of the issue of the Notes will be used for (i) general corporate purposes, including for the financing of possible external growth operations, and (ii) refinancing part of the existing financial indebtedness of the Group, including the €70,000,000 4.375 per cent. notes issued by the Issuer on 31 July 2014.

DESCRIPTION OF THE ISSUER

1. Information on the Issuer

The legal and commercial name of the Issuer is NGE ("**NGE**" or the "**Issuer**").

The Issuer is a *société par actions simplifiée*, governed by French law, and in particular by the provisions of the *Code de commerce* applicable to commercial companies, registered with the *Registre du commerce et des sociétés* of Tarascon under number 504 124 801.

It was incorporated on 7 May 2008 for a period of 99 years ending on 6 May 2107, subject to early dissolution or extension.

As of the date of this Prospectus, the share capital of the Issuer is €47,561,128. As of the Issue Date, upon completion of the Reorganisation, as defined and further described in the section below, the share capital of the Issuer will be €37,379,760.

The registered office of the Issuer is at Parc d'activités de Laurade - 13103 Saint Etienne du Grès - France and its telephone number is +33 (0)4 90 91 60 00. Its postal address is Parc d'activités de Laurade - BP 22 - 13156 Tarascon Cedex - France.

The Issuer is the holding company of the group comprised of the Issuer and its consolidated subsidiaries (together the "**Group**").

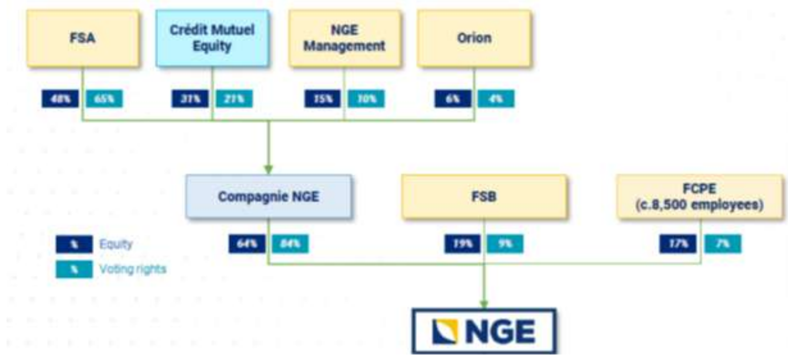
The Reorganisation

The Issuer, its main shareholders and investment funds managed by Montefiore Investment (the "**Montefiore Investors**") entered into an investment agreement with several conditions precedent on 5 October 2021 which provides a reorganisation of the share capital and of the management of the Issuer, which will be implemented on the Issue Date, and the refinancing of a part of the existing financial indebtedness of the Group, which will be implemented on the Issue Date (the "**Reorganisation**").

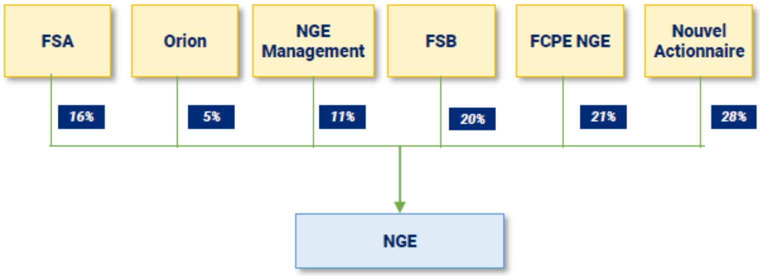
This investment agreement has been unanimously approved by NGE employee representative organisations, and forms part of a capital-intensive transaction subject to approval by the French market competition regulator. It is timed to coincide with the simultaneous withdrawal of Crédit Mutuel Equity SCR ("**CME**") after 10 years as an NGE investor.

Under the terms of the agreement, Montefiore Investors will acquire a 28% stake in NGE. On completion of this change in shareholding structure, the founders, managers and employees of NGE will own 72% of the company - including a 21% employee holding via the FCPE employee shareholding mutual fund (an increase from the previous 16.5%) - and Montefiore Investors the remaining 28%, as described in the below charts:

NGE's capital structure before the Reorganisation



NGE's capital structure after the Reorganisation



Montefiore Investment, France's leading equity investor in service industry SMEs and midsize companies, is partnering NGE to support the Group's continued growth (currently averaging 12% year-on-year). With more than 14,500 employees in 18 countries as of the date of this Prospectus, and annual revenue of €2.4 billion in 2020, the Group is now France's fourth-largest construction and civil engineering company. Its broad customer base includes national governments, local authorities and private project owners, and the Group has recently won a series of significant contracts for optical fibre networks (Liverpool), underground projects (TELT, the Lyon-Turin Euralpine Tunnel) and concessions (sole concession holder for the A69 motorway in France). Involving Montefiore Investors as equity investors will give NGE the resources it needs to accelerate its development, seize new growth opportunities, and further strengthen its longstanding commitment to social and environmental issues.

As of the date of this Prospectus, the share capital of the Issuer is €47,561,128. As per the Issue Date, and subject to the prior realisation of several conditions precedent set out in the investment agreement (including the issuance of the Notes at the latest on the closing date of the Reorganisation, which is expected to occur on the Issue Date):

- the Issuer will merge by absorption of its parent company Compagnie NGE; the shareholders of Compagnie NGE (including CME) will receive 3,803,579 new shares of the Issuer but the capital will remain unchanged due to a subsequent capital reduction of 3,803,579 shares of the Issuer currently held by the parent company;
- the capital of the Issuer will also be increased by €10,380,768 following the subscription of 1,297,596 new preference shares by the Montefiore Investors subscribed at a price of €182,999,963.88 (the "**Share Capital Increase**") and reduced by €20,562,136 following the cancellation of 2,570,267 shares held by current shareholders, who will receive €283,015,378.36 in cash; CME will then no longer be a shareholder of the Issuer but will subscribe to new ordinary bonds in an amount of €36,376,955 with the capital reduction balance;
- the founders and the managers of the Issuer will subscribe to redeemable bonds in an amount of €43,092,421.65 with the capital reduction balance; and
- the Issuer will acknowledge the final realisation of the Share Capital Increase right before the issuance of the Notes.

Upon completion of the Reorganisation, which is expected to occur on the Issue Date, the share capital of the Issuer will be €37,379,760 and fully paid up.

As of the date of this Prospectus, the founders control exclusively NGE and, upon completion of the Reorganisation, which is expected to occur on the Issue Date, the founders, the managers and Montefiore Investors will jointly control NGE (as further described in section 8 below).

2. History of the Group

1947: Creation of the earthworks company Guintoli

1988: Creation of Géotechnique et Travaux Spéciaux (GTS), to develop innovation capacity in soil reinforcement

1994: Creation of the Générale Routière group through the integration of Guintoli and its subsidiaries, EHTP, hydraulic specialist, and Routière Morin, a road works company

2002: Following the transfer of "Road" and "Quarries" activities to Appia (Eiffage group), the "NGE" Group is created with Guintoli, EHTP and GTS business sectors, "Financière NGE" being the financial holding company

Acquisition of GTEC, an electricity company

Creation of PlateForme, a training center for the NGE group

2006: Subsidiarisation of the Earthworks & Urban Infrastructures (Guintoli) and Civil Engineering (NGE Génie Civil) activities under the NGE company

2008: Creation of Holding NGE (the Issuer), holding company of the Group, renamed NGE in 2011

The A88 highway concession is awarded to the Group

Acquisition of a stake in Siorat (road works)

2009: Acquisition of TPRN (North)

Acquisition of the remaining share capital of Siorat

2011: The share capital of NGE is opened to institutional investors (Fonds Stratégique d'Investissement-FSI (now Bpifrance Participations) and CM-CIC Capital Finance (now Credit Mutuel Equity SCR)

Acquisition of TSO (Railway Construction and Maintenance) and its subsidiaries

The A63 highway concession is awarded to the Group

The A150 highway concession is awarded to the Group

2012: GTS takes over some of the Heaven Climber Group (specialist works) activities

Creation of NGE Contracting (international markets)

2014: Creation of NGE Concessions

2016: Acquisition of Cardinal Edifice (building construction)

2017: Creation of NGE Infranet

Acquisition of Dacquin (deep fondations)

2018: Creation of NGE Fondations (merger of GTS and Dacquin company)

2020: Creation of NGE Connect

Creation of NGE Immobilier

Acquisition of Pontiggia

Bpifrance Participations withdrawn from NGE's share capital

2021: Upon the Issue Date, Credit Mutuel Equity SCR shall withdraw from NGE's share capital and the Montefiore Investors shall invest in NGE share capital

3. Overview of activities

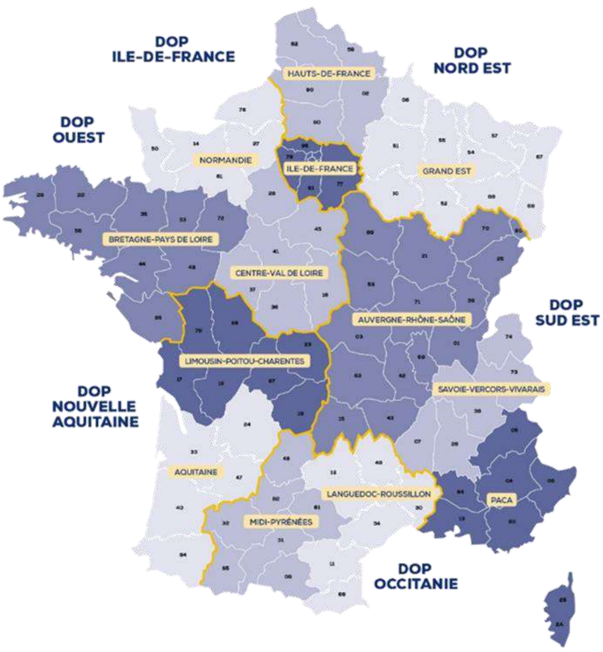
3.1. Presentation of the Group

The Group is a multi-expertise public works group involved in the conception, construction, management and maintenance of major infrastructures and urban and local projects in France and around the world. An historic leader in Earthworks & Urban Infrastructures, through Guintoli, the Group has played an active role in major construction projects in France. NGE is currently ranked fourth[11] in the French public works sector. With 13 Multi-expertise regions to provide a local presence close to public-

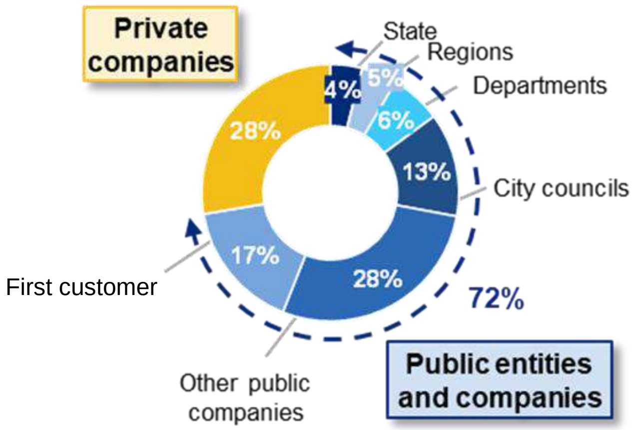
[11] Based on public information

sector and private-sector customers, NGE coordinates 7 core expertises and public-sector expertise with a single department in ways that benefit customers and projects, plus a concessions business, which offers complementary expertise in project funding, makes equity investments, and develops the Group's concession assets. It also includes a team dedicated to property development.

A strong regional base with 13 regional offices around 6,000 sites



2020 revenues by customer category[12]



NGE has a solid financial structure with a net debt over equity ratio below 0.83[13] and stable governance, led by managers who are also shareholders controlling the Group (see paragraph 9 "Major Shareholders" below).

In just over 10 years, the Group's workforce has been multiplied by almost 3, from 4,970 employees as of 31 December 2010 to more than 13,500 employees as of 31 December 2020, and its consolidated

[12] Based on top 1,000 clients, representing €1.7bn of revenues; source: NGE
[13] On the basis of NGE's 2020 annual consolidated accounts

revenue has increased by almost 3, from €903 million as of 31 December 2010 to €2,402 million as of 31 December 2020.

3.2. Areas of expertise

To develop a global offering for both its public and private clients, the Group is structured around seven areas of expertise: Earthworks & Urban Infrastructures, Railway Construction and Maintenance, Hydraulic & Other Underground Networks, Road Building and Road Equipment, Civil Engineering and Geotechnical and Safety Contractors and Building Construction (see 5.1 below).

3.2.1. Earthworks & Urban Infrastructures

Earthworks & Urban Infrastructures represented 28% of the revenue of the Group as of 31 December 2020.

As earthworks specialists, Guintoli and its subsidiaries develop the natural terrain to make platforms, mostly for the following infrastructures: highways (such as the A16, A9, A20, A7 and A89 Balbigny-Violay highways in France), roads, railways (such as the following high-speed lines (*Lignes Grande Vitesse* – LGV): Méditerrannée, Est Européenne Phase 1 and 2, Sud Europe Atlantique), airports, logistics or industrial (such as platforms for shopping centers).

The Group, through Guintoli and its subsidiaries, is active on the market for public and private projects with a regional dimension.

The Group also participates in the implementation of urban developments and road works, in particular on the works of transit in dedicated sites (*transport en commun en sites propres*) such as trams and high level of service buses (*bus à haut niveau de service*). NGE was notably involved for such activities in Montpellier, Clermont-Ferrand, Bordeaux, Lyon, Grenoble, Nimes, Paris, Metz.

Clients of the Earthworks & Urban Infrastructures activity include notably municipalities, municipalities' communities, general councils, EDF and SNCF Réseau.

3.2.2. Railway Construction and Maintenance


Railway Construction and Maintenance represented 19% of the revenue of the Group as of 31 December 2020.

With the integration of TSO in 2011, the Group became a major player in railway infrastructures works in France.

With construction, renewal and maintenance of railways and electrification and reshuffle of catenaries, TSO and its dedicated subsidiaries work on the national rail network (classic and high-speed lines) and on urban transport systems (subway, tram). The Group also benefits from the activities of the TSO subsidiaries specialised in the topography and development of railway software and on the maintenance and reconstruction of rail locomotives.

Clients of the Railway Construction and Maintenance activity include notably SNCF, RATP, the French Ministry of transports and Crossrail (London).

3.2.3. Hydraulic & Other Underground Networks

Hydraulic & Other Underground Networks represented 19% of the revenue of the Group as of 31 December 2020.

The Group, through EHTP and its subsidiaries, implements all types of work related to water: drinking water pipes, collection and transport of wastewater and networks (water, gas and fluids pressurised, telephony and optic fiber to serve local communities, agriculture and industry).

The Group also produces equipment such as tanks or pumping and treatment stations.

The Group masters many techniques related to plant and urban engineering, including the removal of lead pipes or trenchless renovation of non-accessible existing networks.

Clients of the Hydraulic & Other Underground Networks activity include notably municipalities, municipalities' communities, developers, EDF and SNCF.

3.2.4. Road Building and Road Equipment

Road Building and Road Equipment represented 9% of the revenue of the Group as of 31 December 2020.

The Group, through Siorat and its subsidiaries, develops its stationary on-road activities across France and installs new facilities on the regional scale (asphalt application workshops and dressing workshops), notably through the application of asphalt on roads and highways.

Through Agilis and its subsidiaries, the Group is also involved in the following activities:

- equipment of roads and development of urban or peri-urban areas;
- implementation of appropriate devices (such as concrete dividers, metal or mixed runners) to secure infrastructures;
- achievement of concrete pavement road, airport or rail with the use of extruded concrete;
- highlighting urban and natural sites by the creation of pedestrian or circulated zones, light roads and biking trails and contributing to the qualitative development of towns and villages; contributing to the improvement of the sound environment with the design and implementation of noise barriers (absorbent, reflective, visual, etc.) on all types of supports.

Clients of the Road Building and Road Equipment activity include notably general councils, municipalities and municipalities' communities, the French State, Groupe ADP and port and airport authorities.

3.2.5. Civil Engineering

Civil Engineering represented 13% of the revenue of the Group as of 31 December 2020.

Historically present on all types of infrastructure projects (construction of many civil engineering works), the Group, through NGE Civil Engineering, designs, sizes, builds and operates works using various materials such as reinforced concrete, wood or metal materials. Its expertise is applied in many fields such as the construction of wastewater treatment plants, water reservoirs, waterworks and fishways.

The Group's technical offering also includes Lagarrigue, which specialises in custom prefabrication. With its mastery of prefabrication processes and high-tech concrete (architectural concrete, concrete placing self, ultra-high performance concrete (*béton à ultra hautes performances* or UHPC), fiber-reinforced ultra-high performance (*béton fibré à ultra hautes performances* or UHPC)), the Group participates in large-scale operations, as illustrated with a comprehensive reconstruction of the Lascaux cave system, complete with 680 wall paintings and 1,500 stone carvings, designed to fit seamlessly into the landscape.

Clients of the Civil Engineering activity include notably SNCF, Groupe ADP, the General Council of Indre et Loire, the General Council of Val de Marne and RATP.

3.2.6. Geotechnical and Safety Contractors

Geotechnical and Safety Contractors represented 7% of the revenue of the Group as of 31 December 2020.

The Group, through NGE Fondations and its subsidiaries, is active on the stabilising of geotechnical works and the securing of sites. It can optimise and select the most appropriate technics to the geotechnical context of a particular work with its expertise of soil reinforcement, soil injection, deep foundations, specific engineering, river and maritime works and site remediation/depollution.

NGE Fondation completes this range of activities with works in rope access.

In September 2012, GTS took over a large part of Heaven Climber group's business activities, bringing additional techniques to Geotechnical and Safety Contractors. In 2018, GTS and Dacquin were merged (acquisition by NGE in 2017) to create NGE Fondations.

Clients of the Geotechnical and Safety Contractors activity include notably municipalities and municipalities' communities, general councils, manufacturers and semi-public companies.

3.2.7. Building Construction


Building construction represented 5% of the revenue of the Group as of 31 December 2020.

The Group, through CARDINAL EDIFICE and its subsidiaries, is specialised in offices and commercial building construction and maintenance. With subsidiaries enjoying each specific expertises, the company operates in building construction (industrial civil engineering), major buildings projects (offices and commercial center) and construction of residential buildings and individual houses.

CARDINAL EDIFICE was acquired by NGE in 2016 with the aim of entering the building construction sector and enjoying a full range of well-balanced expertises in public works and construction.

Furthermore, the integration of the company enabled NGE to expand its ability to manage additional multi-expertise projects and to develop turnkey solutions for private and public customers by using NGE regional network.

Clients of the Building construction activity include notably municipalities, municipalities' communities, RATP, private clients (3F Residences, SNC Tours Albert …) and real estate promoters.

3.3. Organisation into 4 Divisions

In order to tailor its 7 areas of expertise to the needs and specific features of its different types of clients, the Group is organised into 4 Divisions, which are composed of all or some of the areas of expertise described above for the construction of infrastructures (see 5.1 below).

As at 31 December 2020, NGE generates close to 11% of its consolidated revenue abroad. NGE's objective is to generate 15% of its consolidated revenue outside France in the future, notably through NGE Contracting and TSO, which has been working on sites all over the world for fifty years.

3.3.1. The Multi-expertise Regions Division

The Multi-expertise Regions Division represented 39% of the revenue of the Group as of 31 December 2020.

With its regional network of branches (more than 90 locations in France) divided into 13 regional departments, the Group implements a multi-expertise strategy based on one single contact person to meet the needs of each of its clients.

Each regional director is responsible for all activities in its region, to optimise the implementation of projects.

All of the 7 areas of expertise are performed in the French regions.

NGE's Multi-expertise Regions Division secures strong and stable long-term revenues: on average[14], 77% of the year's revenues is secured as of January 1st.

3.3.2. The Major Projects Division

The Major Projects Division represented 19% of the revenue of the Group as of 31 December 2020.

The Major Projects Division is divided in 2 sectors, Major Works and Financed Projects, and coordinates all of the Group's expertise for projects worth over €20 million or for particularly complex projects, which require specific monitoring by a dedicated team, such as construction and widening of highways or bridges.

[14] From 2017 to 2021.

3.3.3. The Specialised National Subsidiaries Division

The Specialised National Subsidiaries Division represented 31% of the revenue of the Group as of 31 December 2020.

The Specialised National Subsidiaries Division regroups 6 of the Group's principal subsidiaries (notably TSO, NGE Fondations, Agilis and Cardinal Edifice) and their subsidiaries, which are managed at national level in their areas of expertise. These subsidiaries are not managed in the Multi-expertise Regions or Major Projects Divisions, as they do not operate in markets deep enough to justify a presence in each region. However, they operate throughout France, depending on market opportunities and projects.

3.3.4. The International Division

The International division represented 11% of the revenue of the Group as of 31 December 2020.

In 2014, NGE created the International Division through NGE Contracting and TSO to manage the 7 areas of expertise of the Group. As of the date of this Prospectus, NGE is present in 17 countries. The turnover outside France has increased more than threefold and now represent 11% of the group's revenue. NGE executes major projects outside France, in particular in Uruguay (Ferrocarril Central Project to modernise the 273 km Montevideo – Paso de los toros line), Cameroon (Nachtigal Dam Construction) and Egypt (Construction of 10th Ramadan Railway project to link Cairo with the country's New Capital city and 10th Ramadan City, Replacement contract for the network between Banha and Port-Said).

International references and presence

4. Investment Policy

As of the date of this Prospectus, the Group's fleet, composed of around 7,500 pieces of referenced equipment/machinery, is owned under full ownership. NGE decided several decades ago to own the majority of its equipment/machinery to optimise its use, while also maintaining a certain level of leasing for more flexibility.

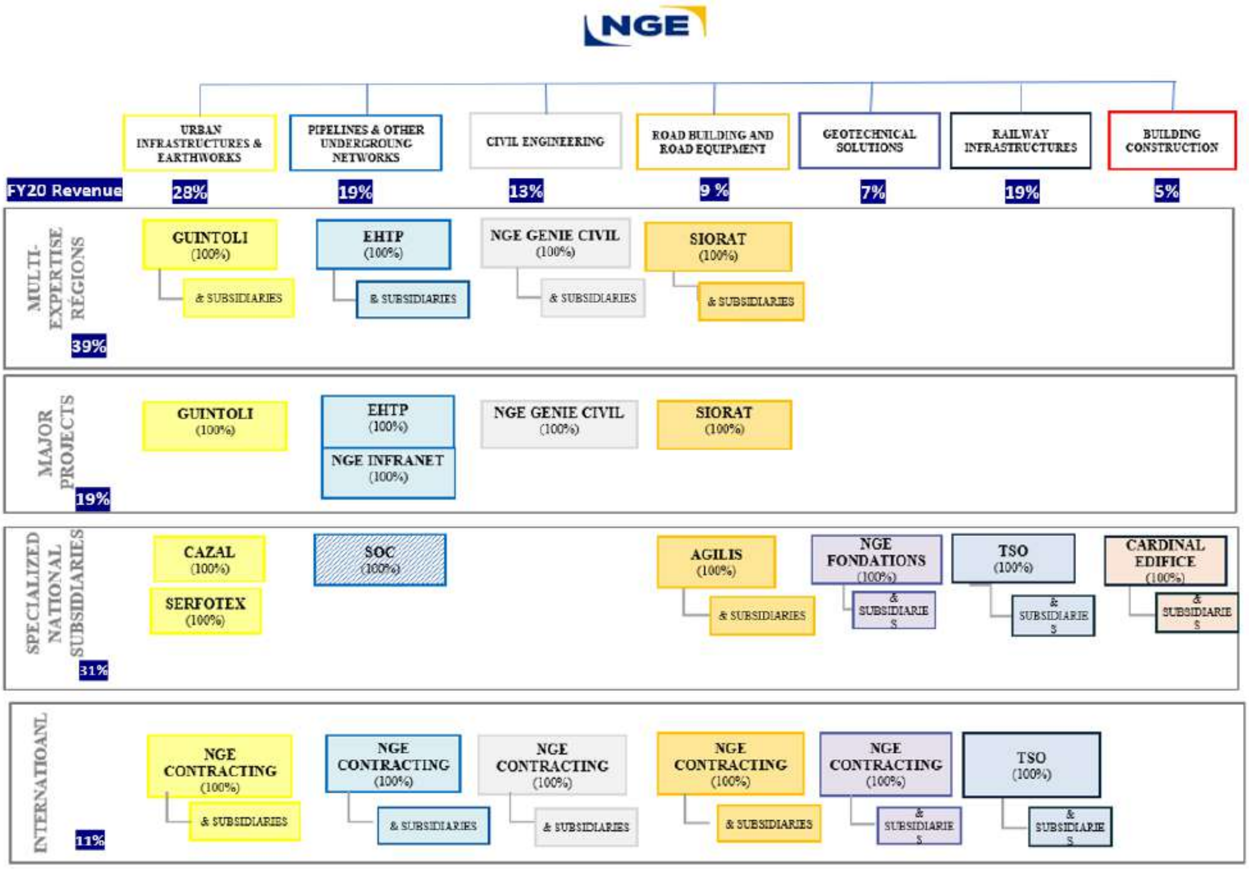
The fleet includes more than 1,500 items of heavy machinery such as earthworks equipment (scrap, bull, leveler, etc.), asphalt plant, drill rigs, locomotives, ballast cleaning machines or wagons, provided by first class manufacturers such as Caterpillar, Volvo, Liebherr, Mercedes, Sandvick.

NGE has its own mechanical team to maintain its fleet, including almost 300 mechanics around 31 workshops in France.

5. Organisational Chart

NGE is very decentralised. As at 31 December 2020, its scope of consolidation comprises 133 companies, including 132 subsidiaries plus the parent company, 113 of which being fully consolidated and 19 being accounted for using the equity method.

5.1. An organisation based on 7 areas of expertise and 4 divisions



NGE owns 100% of the shares of the subsidiaries listed above. Such subsidiaries own varying percentages in the share capital of their own subsidiaries, details of which are given on appendix of consolidated companies to the annual consolidated financial statements of NGE for the fiscal year ended on 31 December 2020.

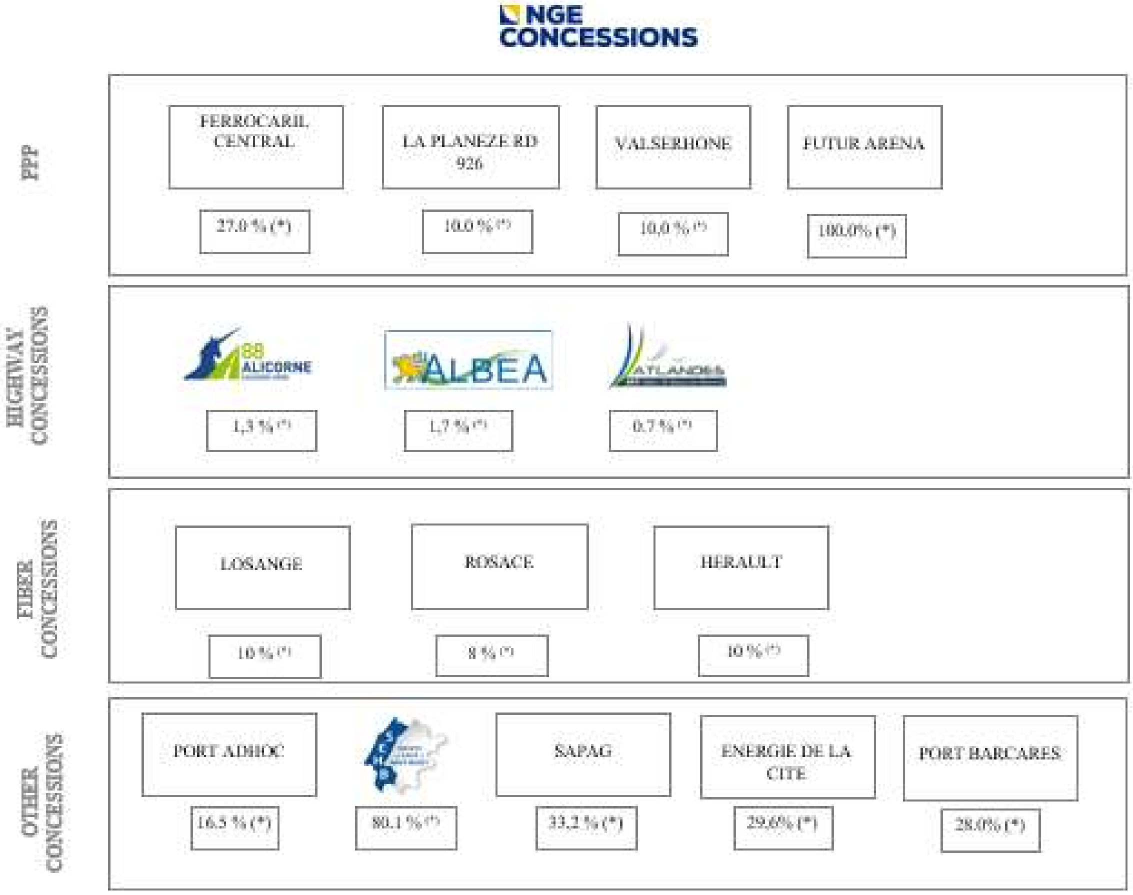
5.2. Privately Financed Projects (Public Service Delegation, Concessions and Public Private Partnerships)

Privately Financed Projects regroups project companies that design, construct, operate and maintain infrastructures. Such projects are privately pre-financed: infrastructures are financed through equity contributions from the shareholders of the project company and loans from credit institutions.

NGE Concessions is a dedicated structure and team investing in equity on concessions and PPP (*partenariat public-privé*) to participate in the construction projects.

Concession projects by activity

[1] Including Port Médoc and Port Barcarès



(*) percentage of the share capital of the project company held by NGE as at 31 December 2020

6. Trend information

6.1 Order book

As at 31 December 2020, NGE's order book was 1.7x (one time) its revenue, and remained stable as at 1st July 2021 (-0.4%).

High strucral level of backlog providing a good visibility

6.2 Trends in activities

A detailed description of the Group's results for the year ended 31 December 2020 can be found in Paragraph 11 (*Financial information of the Group*) of this section.

6.3 Medium-term outlook

The Group's outlook and objectives below, which are taken from the Group's overall strategy, are not intended as forecasts or as estimates of the Group's results. The figures, data, assumptions, estimates and objectives presented below are subject to unforeseen changes or modifications over the next months, depending in particular on the evolution of the current health crisis, changes in the economic, financial, competitive, legal, regulatory, accounting and tax environments, or other factors of which the Group is unaware of at the date of this prospectus.

In addition, the materialisation of certain risks described in the section entitled "Risk Factors" of this Prospectus could have a negative impact on the Group's operations, financial position, market position, results or outlook, and thus jeopardize its ability to achieve the objectives described below.

Furthermore, achieving these objectives presupposes the success of the Group's strategy.

Accordingly, the Group makes no undertaking and gives no guarantee as to the achievement of the objectives contained in this section.

Outlook for the evolution of the Group's activities and financial objectives

The Group believes that the impact of the continuation of the Covid-19 pandemic on the general economic context, which remains, as of the date of this Prospectus, difficult to assess, could affect some of the trends and growth outlook related to certain end markets, although the fundamental trends of the construction market should not be significantly affected, as demonstrated by the resilience shown by the Group in 2020.

In this difficult context, over the 2021-2025 period, the Group is aiming to pursue a strategy of profitable growth in its activities based primarily on (i) continued disciplined growth, (ii) ongoing deployment of its operational excellence program, (iii) continuation of a investment policy for the Group's future sustainable development and (iv) maintain of a strong entrepreneurial culture.

The Group intends to pursue its growth, relying mainly on strong market trends:

(i) an increasing need for new and different infrastructures ($3.7 trillons per year of investments in infrastructure by 2035 worlwide and a French market CAGR expected at 3-4% over the 2020-2025 period – source: FNTP-LEK research);

(ii) a new demand for infrastructures adapted to the world of tomorrow, notably on environmental and digital levels ($2.5 trillons per year of investment in energy infrastructure by 2030 worlwide);

(iii) a need for more efficient infrastructures in urban areas, notably adapted to new transportation habits (metro, tramways, cycling lanes, etc.) (in France, this public works market CAGR could reach 8% over the 2020-2025 period – source: FNTP-LEK research); and

(iv) a perpetual change in humans' way of life, implying a constant and frequent renewal of infrastructures.

The Group aims to achieve five actions to support future growth:

(i) accelerate the development of the concession activity in France and abroad;

(ii) consolidate the Group's leadership in major projects and strengthen international operations;

(iii) enhance the regional footprint through increasing recurrence and develop new expertise both organically and with small M&A add-ons;

(iv) increase synergies within the Group and rool-out its multi-expertise model; and

(v) take advantage of expanding markets (railway, telecoms, ecological transition).

The Group is targeting a turnover compound annual growth rate (CAGR) 2020-2025 of 7.9% to reach €3.515 million during the 2025 financial year (of which M&A is accounted for €245 million).

The Group is also targeting an EBITDA margin consistent with recent fiscal years achievement (range of 6.9% to 7.4%, primarily through (i) favorable trends of the construction market, (ii) continued implementation of the plan to improve the Group's performance (Performance Action Plan (PAP)) and (iii) the continuation of its dynamic pricing policy.

The Group also intends to optimise the allocation of its capital expenditure by pursuing a disciplined investment policy aimed at maintaining recurring capital expenditure at around 4.5% of its annual consolidated revenue (including capitalisation of the right of use related to the application of IFRS 16) over the 2021-2025 period.

The Group also intends to maintain its ratio of net financial debt to EBITDA close to 2x over the 2021-2025 period.

The Group is also targeting €250 million in revenues derived from external growth operations by 2025.

6.4 Profit forecasts or estimates

The forecasts for the year ended 31 December 2021 presented below are based on data, assumptions and estimates that the Group considers reasonable as at the date of this Prospectus. These data and assumptions are subject to change or to be modified as a result of uncertainties due to the economic, financial, accounting, competitive, regulatory and tax environments, among others, or as a result of other factors of which the Group is unaware of as at the date of this Prospectus. In addition, the materialisation of certain risks described in "Risk Factors" in this Prospectus could have an impact on the Group's operations, financial position, results or outlook, and thus jeopardize its forecasts. Furthermore, achieving these forecasts presupposes the success of the Group's strategy. Therefore, the Group makes no undertaking and gives no guarantee as to the achievement of the forecasts contained in this section.

The forecasts presented below and their underlying assumptions were prepared in accordance with the provisions of Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 and ESMA's recommendations on forecasts.

6.4.1 Assumptions

The Group has prepared its forecasts for the year ending 31 December 2021 in accordance with the accounting methods applied in the Group's consolidated financial statements for the year ended 31 December 2020.

These forecasts are primarily based on the following assumptions for the year ending 31 December 2021:

- internal assumptions: the continued implementation of the Group's strategy as described above; and
- macro-economic and market assumptions:
  - (i) absence of any significant change in the regulatory and fiscal environment existing as at the date of this Prospectus;
  - (ii) the absence of material worsening of the Covid-19 crisis which would result in a strengthening of lockdown measures being in force as at the date of this Prospectus;
  - (iii) an increasing need for new and different infrastructures linked to a global population growth and urbanisation;
  - (iv) a need for more efficient infrastructures in urban areas (less energy-demanding), notably adapted to new transportation habits (metro, tramways, cycling lanes, etc.);
  - (v) an increasing need to renovate water and electricity networks to reduce losses and improve energetical and resources efficiency; and
  - (vi) a perpetual change in humans' way of life, implying a constant and frequent renewal of infrastructures (electric or hydrogen vehicules driving a need for new networks to charge batteries, reduction of heat in the heart of metropoles through an increasing need of green areas, etc.).

6.4.2 Outlook for the financial year ending on 31 December 2021

NGE is well prepared to achieve a turnover of €2.550 million in 2021, leading to positive organic growth compared to 2020 and 2019. 2021 EBITDA is expected to be close to 7.1% of the turnover.

Confident in the growth of the construction market, NGE has decided to maintain a high level of investment, totalling approximately €112 million in 2021.

7. President (*Président*), other managers and Supervisory Bodies

7.1. President (*Président*), General Managers (*Directeurs Généraux*), Deputy Chief Executive Officers (*Directeurs Généraux Délégués*) and Executive Vice Presidents (*Directeurs Généraux Adjoints*)

The Issuer is managed by a President (*Président*).

As of the date of this Prospectus, Prométhée Group, represented by Antoine Metzger is the President (*Président*) of the Issuer.

As of the Issue Date, subject to the closing of the Reorganisation, Prométhée Group will resign from its position and Antoine Metzger will be appointed as President (*Président*) of the Issuer.

As of the date of this Prospectus, the President (*Président*) is assisted by Gilbert Roux and Jean Bernadet as General Managers (*Directeurs Généraux*), Orso Vesperini and Stephane Perez-Morillas as Deputy Chief Executive Officers (*Directeurs Généraux Délégués*) and Jean-Sébastien Leoni and Laurent Amar as Executive Vice Presidents (*Directeurs Généraux Adjoints*).As of the Issue Date, subject to the closing of the Reorganisation, except Gilbert Roux, all the General Managers (*Directeurs Généraux*), Deputy

Chief Executive Officers (*Directeurs Généraux Délégués*) and Executive Vice Presidents (*Directeurs Généraux Adjoints*) shall be reappointed.

None of the President (*Président*) or the General Managers (*Directeurs Généraux*) or Deputy Chief Executive Officers (*Directeurs Généraux Délégués*) or Executive Vice Presidents (*Directeurs Généraux Adjoints*) performs any significant activity outside the Group.

The President (*Président*), the General Managers (*Directeurs Généraux*), the Deputy Chief Executive Officers (*Directeurs Généraux Délégués*) and the Executive Vice Presidents (*Directeurs Généraux Adjoints*) have their business addresses at the address of the Issuer's registered office.

7.2. Executive Committee (*Comité Exécutif*)

To assist the President (*Président*), the General Managers (*Directeurs Généraux*), the Deputy Chief Executive Officers (*Directeurs Généraux Délégués*) and the and the Executive Vice Presidents (*Directeurs Généraux Adjoints*), a non-statutory Executive Committee (*Comité Exécutif non statutaire*) meets monthly to implement the Group's strategy and ensure its operational management. As of the date of this Prospectus, such non-statutory Executive Committee is composed of:

- the President (*Président*), the General Managers (*Directeurs Généraux*), the Deputy Chief Executive Officers (*Directeurs Généraux Délégués*) and the Executive Vice Presidents (*Directeurs Généraux Adjoints*); and
- Michel Lavedrine, Joël Perelle, Thierry Bodard, Bruno Pavie and Thierry Robert.

After the Issue Date, the non-statutory Executive Committee shall remain unchanged.

No member of the Executive Committee (*Comité Exécutif*) performs any significant activity outside the Group.

The members of the Executive Committee (*Comité Exécutif*) have their business addresses at the address of the Issuer's registered office.

7.3. Strategic Board (*Conseil Stratégique*)

The Strategic Board (*Conseil Stratégique*) is a collegial decision-making body set-up to assist the President (*Président*), the General Managers (*Directeurs Généraux*) and the Deputy Chief Executive Officers (*Directeurs Généraux Délégués*).

As of the date of this Prospectus, the Strategic Board (*Conseil Stratégique*) has the power, and sole responsibility, to:

- discuss, review and adopt the strategic directions and growth areas proposed by the President (*Président*) for the Issuer and the companies it controls within the meaning of article L. 233-3 of the *Code de commerce*;
- examine the evolution of the activities of the Issuer and the companies it controls within the meaning of article L. 233-3 of the *Code de commerce*, in France and abroad;
- adopt or amend the annual budget and business plan of the Issuer and its subsidiaries;
- authorise significant external growths;
- authorise the commitment of the Issuer to public service delegations and public private partnerships and the response to a binding request for proposal for works/projects with a significant turnover;
- suggest changes in the share capital;
- convene the shareholders to general meetings; and
- determine the compensation of the main managers other than the corporate officers.

As of the Issue Date, subject to the closing of the Reorganisation, the Strategic Board (*Conseil Stratégique*) will have the power, and sole responsibility, to:

- appoint the General Directors and/or Deputy General Directors (and the President (*Président*) in designated cases) of the Issuer and dismiss the main corporate officers (President (*Président*), President (*Président*) of the Strategic Board, General Directors and/or Deputy General Directors) of the Issuer,
- appoint and dismiss the statutory auditors of the Issuer and its subsidiaries,
- determine the compensation of some members of the Strategic Board (including the President (*Président*) of the Strategic Board),
- establish and amend any profit-share or incentive plan, stock option plan, savings plan, pension plan or any other equivalent benefit to the benefit of the employees and/or officers of the Issuer and its subsidiaries,
- close and approve the annual and the half-yearly consolidated accounts of the Issuer, determine the allocation of profits, authorise the distribution of dividends (including interim dividends), reserves and any similar or equivalent distribution or payment by the Issuer above a percentage of its result, approve the annual budget and amend the business plan, including investments, divestments and financing plans related thereto,
- authorise any change in the accounting methods and principles customarily used by the Issuer and its subsidiaries for the preparation the annual and the half-yearly individual and consolidated accounts,
- authorise the amendment of the articles of association of the Issuer and its subsidiary,
- authorise the incorporation of subsidiaries abroad,
- authorise the issuance, exchange, reimbursement, conversion, repurchase, cancellation of securities ("*titres*") of the Issuer and its subsidiaries and more generally, any changes in their share capital, equity and quasi-equity,
- authorise the transfer of securities ("*titres")* of the Issuer and its subsidiaries to the corporate mutual fund ("*fonds commun de placement d'entreprise"),*
- authorise the appointment of an auditor in the context of an audit of a subsidiary of the Issuer, the beginning of an insolvency proceeding, the appointment a trustee and the dissolution of a subsidiary of the Issuer,
- authorise the granting of significant securities ("*sûretés*") by the Issuer, of significant warranties, pledges or other securities by the Issuer and its subsidiaries and the subscription by the Issuer and its subsidiaries of a significant new debt and any interest rate and currency hedging transaction,
- authorise significant external growths,
- authorise the commitment of the Issuer and its subsidiaries to significant public service delegations and public private partnerships and the response to a binding request for proposal for works/projects with a significant turnover,
- authorise the Issuer and its subsidiaries to pay, take over, settle, or agree to satisfy a claim, liability, obligation or proceeding of a significant amount,
- approve the related-party agreements ("*conventions réglementées*"),
- authorise any decision which requires the prior approval of the financial lenders of the Issuer and its subsidiaries, and
- authorise any decision relating to the implementation or waiver of any non-competition undertaking n the employment contract, corporate mandate agreement and/or any other agreement of any employee or corporate officer of the Issuer and its subsidiaries.

As of the date of this Prospectus, the members of the Strategic Board (*Conseil Stratégique*) are:

NAME	**FUNCTION IN THE STRATEGIC BOARD**	**PRINCIPAL ACTIVITIES PERFORMED OUTSIDE THE ISSUER**
Alain Joël Rousseau	Chairman of the Strategic Board	-
Gilbert Roux	Vice-Chairman of the Strategic Board	-
Emmanuèle Perron	Member of the Strategic Board	President of the Corporate Law Division at Medef Vice-president of the National Federation of Public Works (*Fédération Nationale des Travaux Publics*)
Antoine Metzger	Member of the Strategic Board	-
Francis Chatelain	Member of the Strategic Board	-
Michel Lavedrine	Member of the Strategic Board	-
Michel Pavoine	Member of the Strategic Board	-
Joël Perelle	Member of the Strategic Board	-
Crédit Mutuel Equity SCR represented by Bertrand Ghez	Member of the Strategic Board	<u>Crédit Mutuel Equity SCR is:</u> Member of the supervisory board (*conseil de surveillance*) of Provence Nature Développement Member of the board of directors (*conseil d'administration*) of Financière MG3F Administrator of Média Participations Member of the board of directors (*conseil d'administration*) of Altrad Investment Authority Member of the supervisory board (*conseil de surveillance*) of Groupe Berger Member of the supervisory committee (*comité de surveillance*) of Financière Intégral Member and President of the supervisory committee (*comité de surveillance*) of Ealis <u>Bertrand Ghez is:</u> Permanent Representative of Ugepar Administrator, member of the board of directors (*conseil d'administration*) of Agta Record Permanent Representative of Crédit Mutuel Equity SCR: - at the supervisory board (*conseil de surveillance*) of Provence Nature Développement - at the board of directors (*conseil d'administration*) of Financière MG3F - administrator of Média Participations - at the board of directors (*conseil d'administration*) of Altrad Investment Authority President of Compagnie Carnot
Crédit Mutuel Equity represented by Xavier Blain	Member of the Strategic Board	<u>Crédit Mutuel Equity is:</u>

		Member of the supervisory committee (*comité de surveillance*) of Batinvest <u>Xavier Blain is:</u> Permanent Representative of Crédit Mutuel Equity at the monitoring committee (*comité de suivi*) of Peri Thuras
Geneviève Ferone Creuzet	Member of the Strategic Board (independent member)	Founder of Casabee Member of the scientific boards of impact funds (Sycomore, Alter Equity). Vice-President of the Shift Project on the ecological transition
Jacques Potdevin	Member of the Strategic Board (independent member)	Chartered Accountant, Auditor, Financial Expert Founder and President of JPA International and JPA Consulting International President of JPA Audit, JPA Entreprises and JPA Group IFAC - Member of Nominating Committee Groupe Prévoir – Audit Committee President Member of the Board of Trustees of the I.V.S.C. - International Valuation Standards Council

The members of the Strategic Board (*Conseil Stratégique*) have their business addresses at the address of the Issuer's registered office.

As of the Issue Date, subject to the closing of the Reorganisation, the composition of the Strategic Board (*Conseil Stratégique*) will be amended as follows:

- Prométhée Group, represented by Alain Joël Rousseau will be appointed as Chairman of the Strategic Board (in replacement of Alain Joël Rousseau personally);
- Emmanuèle Perron will be appointed as independent member of the Strategic Board;
- Jean Bernadet, Orso Vesperini, Stephane Perez-Morillas and Jean-Sébastien Leoni will be appointed as new members of the Strategic Board;
- 4 new members of the Strategic Board will be appointed by the Montefiore Investors; and
- Crédit Mutuel Equity SCR represented by Bertrand Ghez and Crédit Mutuel Equity represented by Xavier Blain will both resign.

7.4. Absence of conflict of interest

To the best of the Issuer's knowledge, there is no conflict of interest between the duties to the Issuer of any of the members of the Executive Board (*Directoire*), Executive Committee (*Comité Exécutif*) or Strategic Board (*Conseil Stratégique*) of the Issuer and their private interests or other duties.

8. Main Shareholders

As of the date of this Prospectus, the main shareholders of the Issuer are:

SHAREHOLDERS	NUMBER OF SHARES	% OF SHARE CAPITAL
Compagnie NGE	3,803,579	63.98%
Financière Sainte Anne	1	0.00%

Financière Saint Bénezet	1,159,493	19.50%
FCPE NGE Actionnariat	982,057	16,52%
NGE Management	1	0.00%
Crédit Mutuel Equity SCR	1	0.00%
Other shareholders	9	0.00%
TOTAL	**5,945,141**	**100%**

As of the date of this Prospectus, the Issuer is controlled solely by its founders, and more specifically by Alain Joël Rousseau through a chain of majority voting rights.

As of the Issue Date, subject to the closing of the Reorganisation which provides for the merger of Compagnie NGE by the Issuer, the main shareholders of the Issuer will be:

SHAREHOLDERS	NUMBER OF SHARES	% OF SHARE CAPITAL
Montefiore Investors	1,297,596	27.77%
FCPE NGE Actionnariat	982,057	21.02%
Financière Saint Bénezet	927,594	19.85%
Financière Sainte Anne	736,740	15.77%
NGE Management	494,845	10.59%
Orion	233,629	5.00%
Other shareholders	9	0.00%
TOTAL	**4,672,470**	**100%**

As of the Issue Date, subject to the closing of the Reorganisation, the Issuer will be jointly controlled by the Montefiore Investors, the founders (Financière Sainte Anne) and the Managers (Financière Saint Bénezet, NGE Management and Orion) pursuant to shares with specific voting rights.

9. Legal and Arbitration Proceedings

Companies of the Group are sometimes engaged in proceedings, arbitrations and claims in the normal course of their business. The related risks are assessed by NGE and the subsidiaries involved on the basis of their knowledge of the cases, and provisions are taken in consequence as appropriate.

As of the date of this Prospectus, an arbitration proceeding is ongoing before the International Chamber of Commerce in relation to a contract in Algeria, with a financial exposure for the Group below 1 million euros.

In another matter, TSO has received several notifications from the Algerian tax authorities for corrections or correction proposals for an amount representing, for TSO's share in the concerned companies, 6 million euros. As at 31 December 2020, one million five hundred thousand euros (€ 1,500,000) was accrued by the Group in relation to such notifications from the Algerian tax authorities. The Group has contested and/or is about to contest the claims and believes that any amount payable by TSO should be substantially less than the amount claimed by the Algerian tax authorities.

On the basis of its past experience and the analysis of its legal department and advisors, proceedings, arbitrations and claims involving the Group are reviewed regularly, particularly when new information becomes available.

10. Material contracts

There are no material contracts that could result in any member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Noteholders in respect of the Notes being issued.

11. Financial information of the Group

Michel GALAINE

Statutory Auditor
770 rue Alfred Nobel
Synergie – Le Millénaire
34000 MONTPELLIER

TALENZ ARES AUDIT
Statutory Auditor
26, boulevard Saint Roch
BP 278
84011 AVIGNON CEDEX 1

NGE

Simplified joint-stock company with share capital of € 48,200,088
Head office : Parc d'activité de Laurade
13103 SAINT ETIENNE DU GRES
RCS TARASCON 504 124 801

STATUTORY AUDITORS' REPORT
ON THE CONSOLIDATED FINANCIAL STATEMENTS
For the year ended December 31, 2019

This report contains 50 pages

STATUTORY AUDITORS' REPORT ON THE CONSOLIDATED FINANCIAL STATEMENTS

For the year ended December 31, 2019

To the Annual General Meeting of NGE

OPINION

In compliance with the engagement entrusted to us by your Annual General Meeting, we have audited the accompanying consolidated financial statements of NGE for the year ended December 31, 2019. These financial statements were approved by the President on April 15, 2020 based on information available at that date regarding the evolving context of Covid-19's sanitary crisis.

In our opinion, the consolidated financial statements give a true and fair view of the assets and liabilities and of the financial position of the Group as at December 31, 2019 and of the results of its operations for the year then ended in accordance with International Financial Reporting Standards as adopted by the European Union.

The audit opinion expressed above is consistent with our report to the Audit Committee.

BASIS FOR OPINION

Audit Framework

We conducted our audit in accordance with professional standards applicable in France. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Our responsibilities under those standards are further described in the *Statutory Auditors' Responsibilities for the Audit of the Consolidated Financial Statements* section of our report.

Independence

We conducted our audit engagement in compliance with independence rules applicable to us, for the period from January 1, 2019 to the date of our report and specifically we did not provide any prohibited non-audit services referred to in Article 5(1) of Regulation (EU) No 537/2014 or in the French Code of ethics (code de déontologie) for statutory auditors.

EMPHASIS OF MATTER

We draw attention to the following matter described in :

- Note 3.4 to the consolidated financial statements which sets out the change in accounting method relating to the application of IFRS 16 "Leases" from January 1st, 2019 ;
- Note 8.18 to the consolidated financial statements which sets out the change in accounting method relating to the application of IFRS 15 "Revenue from contracts ~~concluded~~ with customers" from January 1st, 2019 ;
- Note 7.2 to the consolidated financial statements which sets out the exceptional events of Covid-19.

Our opinion is not modified in respect of this matter.

JUSTIFICATION OF ASSESSMENTS - KEY AUDIT MATTERS

In accordance with the requirements of Articles L.823-9 and R.823-7 of the French Commercial Code (code de commerce) relating to the justification of our assessments, we inform you of the key audit matters relating to risks of material misstatement that, in our professional judgment, were of most significance in our audit of the consolidated financial statements of the current period, as well as how we addressed those risks.

These matters were addressed in the context of our audit of the consolidated financial statements as a whole, closed under the conditions mentioned above, and in forming our opinion thereon. We do not provide a separate opinion on specific items of the consolidated financial statements.

Evaluation of Goodwill

Risk identified

Goodwill are included in the assets of the Group for a value of € 263 million and constitute a significant value of the consolidated assets as of December 31, 2019. Note 8.1 of the consolidated financial statements specifies how the goodwill and the depreciation of fixed assets were calculated:

- impairment testing of the carrying amount of goodwill is performed at least once a year and whenever there is an indication of loss of value ;
- these recoverable amounts are calculated using the methods described in Appendix 8.1, and include assumptions and detailed estimates, such as projections of future cash flows according to the 5-year business plans, the discount rates and the perpetual growth rate.

We considered the assessment of goodwill as a key issue of the audit in that it is sensitive to the estimates and assumptions made by management and may therefore have a significant impact on the financial statements.

Audit procedures implemented

Our work has focused primarily on:

- examining the appropriateness and consistency of the accounting policies and methods used;
- examining the documentation produced by management relating to impairment testing and evaluating whether it is compliant with all applicable standards;
- verifying the appropriateness of the approach used to determine cash generating units, whether the cash flow projections are reasonable and verifying the different parameters that define the discount rate applied;
- comparing projections for previous periods with the corresponding accomplishments to assess whether goals set in the past were achieved;
- examining whether the growth rate used was reasonable;
- conducting our own sensitivity analyses for changes to the basic assumptions;
- verifying the information given in the appendix to the consolidated financial statements.

Accounting for Construction Contracts

Risk identified

The Group recognizes income and expenses on construction contracts according to the percentage of completion method defined by IFRS 15.

For the Group, progress is generally determined based on percentage of physical or cost completion as defined in Note 8.18.

If the forecast completion shows a deficit, a provision is recognized separately from the project progress, according to the best estimate of the forecast results including, if applicable, the rights to additional payments or claims, if they are probable and may be assessed in a reliable way. Provisions for losses on completion are presented in balance sheet liabilities.

We considered the accounting for construction contracts as a key issue in the audit to the extent that recognition of revenue and profits is sensitive to estimates and assumptions made by management and may therefore have a material impact on the financial statements.

Audit procedures implemented

Our work has focused primarily on:

- review of the procedures and specific information systems established by the most important subsidiaries in terms of their contribution to revenue, and the monitoring of corresponding expenses;
- broad implementation of digital monitoring mechanisms in the tools used to monitor the execution of contracts;
- evaluation and testing of the design and implementation of key controls put in place at the Group's largest subsidiaries;
- based on our experience, conducting an overall assessment of the estimates and assumptions used to recognize revenue, profits and any potential provisions for loss-making contracts.
- verifying the information given in the appendices to the consolidated financial statements, in particular to ensure that notes 8.9 and 8.18 provide appropriate information on contract accounting and the methods used to recognize revenue.

SPECIFIC VERIFICATIONS

We have also performed, in accordance with professional standards applicable in France, the specific verifications required by laws and regulations of the Group’s information given in the management report of President closed on April 28, 2020.

Regarding the events that occurred and elements that have been known after the date of financial statements’ closing relating to the effects of Covid-19’s crisis, the management informed us that they will be the subject of a communication to the Annual General Meeting called to rule on the accounts.

We have no matters to report as to their fair presentation and their consistency with the consolidated financial statements.

REPORT ON OTHER LEGAL AND REGULATORY REQUIREMENTS

Appointment of Statutory Auditors

We were appointed as statutory auditors of NGE by legal status Meeting of April,28 2008 for TALENZ ARES AUDIT, and by the annual general meeting held on July 17, 2008, for Mr Michel Galaine.
As at December 31, 2019, TALENZ ARES AUDIT and Mr Michel Galaine were in the 6th year of total uninterrupted engagement since NGE became a public interest entity as defined by European rulings.

RESPONSIBILITIES OF MANAGEMENT AND THOSE CHARGED WITH GOVERNANCE FOR THE CONSOLIDATED FINANCIAL STATEMENTS

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with International Financial Reporting Standards as adopted by the European Union and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless it is expected to liquidate the Company or to cease operations.

The Audit Committee is responsible for monitoring the financial reporting process and the effectiveness of internal control and risks management systems and where applicable, its internal audit, regarding the accounting and financial reporting procedures.

The consolidated financial statements were approved by the President.

STATUTORY AUDITORS' RESPONSIBILITIES FOR THE AUDIT OF THE CONSOLIDATED FINANCIAL STATEMENTS

Objectives and audit approach

Our role is to issue a report on the consolidated financial statements. Our objective is to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with professional standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As specified in Article L.823-10-1 of the French Commercial Code (code de commerce), our statutory audit does not include assurance on the viability of the Company or the quality of management of the affairs of the Company.

As part of an audit conducted in accordance with professional standards applicable in France, the statutory auditor exercises professional judgment throughout the audit and furthermore:

- Identifies and assesses the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, designs and performs audit procedures responsive to those risks, and obtains audit evidence considered to be sufficient and appropriate to provide a basis for his opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtains an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the internal control.

- Evaluates the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management in the consolidated financial statements.

- Assesses the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. This assessment is based on the audit evidence obtained up to the date of his audit report. However, future events or conditions may cause the Company to cease to continue as a going concern. If the statutory auditor concludes that a material uncertainty exists, there is a requirement to draw attention in the audit report to the related disclosures in the consolidated financial statements or, if such disclosures are not provided or inadequate, to modify the opinion expressed therein.

- Evaluates the overall presentation of the consolidated financial statements and assesses whether these statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Obtains sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. The statutory auditor is responsible for the direction, supervision and performance of the audit of the consolidated financial statements and for the opinion expressed on these consolidated financial statements.

Report to the Audit Committee

We submit a report to the Audit Committee which includes in particular a description of the scope of the audit and the audit program implemented, as well as the results of our audit. We also report, if any, significant deficiencies in internal control regarding the accounting and financial reporting procedures that we have identified.

Our report to the Audit Committee includes the risks of material misstatement that, in our professional judgment, were of most significance in the audit of the consolidated financial statements of the current period and which are therefore the key audit matters that we are required to describe in this report.

We also provide the Audit Committee with the declaration provided for in Article 6 of Regulation (EU) N° 537/2014, confirming our independence within the meaning of the rules applicable in France such as they are set in particular by Articles L.822-10 to L.822-14 of the French Commercial Code (code de commerce) and in the French Code of Ethics (code de déontologie) for statutory auditors. Where appropriate, we discuss with the Audit Committee the risks that may reasonably be thought to bear on our independence, and the related safeguards.

Montpellier and Avignon, April 28, 2020
The Statutory auditors

Michel GALAINE	**TALENZ ARES AUDIT**
	Loïc TATIBOUET
Statutory auditor	Statutory auditor

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Consolidated financial statements 2019


Consolidated
financial statements
COMMISSARIAT AUX COMPTES
TALENZ ARES
AUDIT
Cour d'Appel de Nîmes

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Consolidated income statement

In thousands of euros	Note	12/31/2019	12/31/2018
Income from operating activities	8.18	**2,497,881**	2,028,293
Other income from activities	8.19	50,029	46,912
Purchases consumed		(490,106)	(380,459)
Personnel costs	8.29	(608,587)	(542,270)
External expenses	8.20	(1,249,824)	(1,010,949)
Taxes and levies		(28,164)	(24,611)
Amortization expenses		(100,381)	(75,960)
Provisions		(4,662)	(223)
Change in work-in-progress and finished products inventories		(1,875)	2,202
Other revenue and expense from current operating activities		4,077	5,387
OPERATING INCOME FROM ORDINARY ACTIVITIES		**68,388**	**48,322**
% of revenue		2.7%	2.4%
Other operating income and expense	8.21	(21,953)	(5,824)
OPERATING INCOME		**46,435**	**42,498**
Income from cash and cash equivalents		55	62
Gross borrowing cost		(10,473)	(9,719)
Cost of net financial debt	8.22	**(10,418)**	**(9,657)**
Other financial income and expenses	8.23	(149)	367
Share in net income of associates	8.4	74	(2,885)
Tax expense	8.7	(9,618)	(1,832)
NET INCOME		**26,325**	**28,491**
- Attribuable to owners of the parent		23,393	25,479
- Non-controlling interests		2,932	3,013
EARNING PER SHARE ATTRIBUABLE TO COMPANY SHAREHOLDERS			
Earnings per share - Basic	8.25	3.88	3.88
Earnings per share - Diluted	8.25	3.88	3.88

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Consolidated statement of comprehensive income

In thousands of euros	Note	12/31/2019	12/31/2018
CONSOLIDATED NET INCOME		**26,325**	**28,491**
Other comprehensive income that may not be recycled subsequently to net income			
Actuarial adjustments	8.16	(1,723)	(892)
Fixed assets revaluation		-	16,522
Tax on items that will not be subsequently reclassified to profit or loss		574	(5,382)
Other comprehensive income that may be recycled subsequently to net income			
Fair value change on hedging instruments	8.14	132	(144)
Translation adjustment		752	381
Tax on items that will not be subsequently reclassified to profit or loss	8.7	(46)	50
NET INCOME AND GAINS AND LOSSES RECOGNIZED DIRECTLY IN EQUITY		**26,014**	**39,026**
Comprehensive income attribuable to owners of the parent		22,874	36,014
Comprehensive income attribuable to non-controlling interests		3,140	3,013

As at 12/31/2019, no share of other items of comprehensive income for associates and joint ventures is recognised according to the equity method

Creation of an underpass beneath a railway in Saint-Medard-sur-Ille (35)

Consolidated statement of financial position

Assets

In thousands of euros	Note	12/31/2019	12/31/2018
Goodwill	8.1	263,267	273,232
Concession intagible assets	8.2	5,091	5,369
Other intangible assets	8.2	6,410	1,359
Property, plant and equipment	8.3	317,387	292,094
Right-of-use of leased assets	8.3	168,880	125,854
Investments in associates	8.4	14,023	7,953
Available-for-sales financial assets	8.5	24,217	22,277
Other financial assets	8.5	75,269	40,066
Other non-current assets	8.6	8,521	10,069
Deferred tax assets	8.7	1,238	1,927
NON-CURRENT ASSETS		**884,303**	**780,200**
Inventories	8.8	48,837	51,080
Trades	8.9-8.18	883,178	756,989
Advance payments		6,499	13,323
Other current assets	8.10	205,566	165,949
Current tax assets		34	1,209
Cash and cash equivalents	8.11	414,470	273,387
CURRENT ASSETS		**1,558,644**	**1,261,937**
TOTAL ASSETS		2,442,946	2,042,137

Replacement of the Sadi Carnot bridge in Sète

Equity and liabilities

In thousands of euros	Note	12/31/2019	12/31/2018
Issued share capital		52,580	52,580
Premiums		22,648	22,648
Reserves		208,097	194,124
Net income for the period		23,393	25,479
SHAREHOLDER'S EQUITY		**306,718**	**294,831**
Non-controlling interests		6,924	6,255
TOTAL EQUITY		**313,642**	**301,086**
Non-current debts	8.13	275,625	259,556
Non-current lease debts	8.13	67,270	44,835
Non-current provisions	8.15 - 8.16	85,890	79,587
Deferred tax liabilities	8.7	7,217	2,410
NON-CURRENT LIABILITIES		**436,002**	**386,388**
Current debts	8.13	74,296	52,978
Current lease debts	8.13	38,853	21,895
Bank overdrafts	8.11	249,333	130,393
Current Provisions	8.15 - 8.16	7,562	6,110
Advances and payments on account received	8.18	157,522	100,357
Trade payables		754,072	693,526
Other current liabilities	8.17-8.18	408,622	343,008
Current tax liabilities		3,041	8,396
CURRENT LIABILITIES		**1,693,301**	**1,354,663**
TOTAL EQUITY AND LIABILITIES		**2,442,946**	**2,042,137**

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Consolidated cash flow statement

The consolidated cash flow statement is presented according to IAS 7 amended using the indirect method. In accordance with this method, net income from consolidated companies is corrected for the effects of transactions with no impact on cash, and for income or expense items related to investing and financing flows. Interest and dividends from unconsolidated companies are shown in cash flows from investing and financing, respectively.

At December 31, 2019, there were no cash and cash equivalents that are not available for use.

In thousands of euros	Note	12/31/2019	12/31/2018
CONSOLIDATED NET INCOME		**26,325**	**28,491**
Net amortization, depreciation and provisions		115,592	92,202
Other operating income and expenses		(6,519)	(1,176)
Gains and losses on disposals		4,234	(53,797)
Share in net income of associates	8.4	(74)	2,885
Dividends collected (Unconsolidated companies and investments under Equity method)		(150)	(443)
NET CASH PROVIDED BY OPERATING ACTIVITIES AFTER TAX		**139,408**	**68,162**
Tax expense (included deferred taxes)	8.7	9,618	1,832
NET CASH PROVIDED BY OPERATING ACTIVITIES BEFORE TAX		**149,026**	**69,994**
Change of tax payable		(6,936)	(47)
Change in WCR from operations	8.12	17,558	33,698
NET CASH FLOW FROM OPERATING ACTIVITIES		**159,648**	**103,645**
Disbursements related to acquisitions of property, plant and equipment and intagible assets	8.2 - 8.3	(92,060)	(99,104)
Receipts related to disposals of property, plant and equipment and intagible assets		5,459	11,968
Concession intangible assets investments	8.2	-	(2,140)
Receipts / Disbursements related to acquisitions of financial assets	8.5	(11,049)	65,402
Impact of changes in Group structure		3,211	
Dividends collected (Unconsolidated companies and investments under Equity method)		150	612
Changes in loans and advances granted		(34,273)	(12,094)
Change in amounts due to non-current assets suppliers	8.12	3,365	5,024
NET CASH FLOW FROM INVESTMENT ACTIVITIES		**(125,197)**	**(30,332)**
Dividends paid to shareholders of the parent		(12,751)	(9,990)
Dividends paid to non-controlling interests in consolidated companies		(3,290)	(1,414)
Receipts from new borrowings	8.13	91,060	80,207
Repayment of borrowings	8.13	(54,033)	(42,111)
Repayments of lease debts	3.4-8.13	(33,286)	(25,008)
NET CASH FLOW FROM FINANCING ACTIVITIES		**(12,300)**	**1,684**
Impact of exchange rate fluctuations		(8)	[illegible]
CHANGE IN NET CASH		**22,143**	**75,497**
CASH AND CASH EQUIVALENTS AT THE BEGINNING OF THE PERIOD		**142,994**	**67,495**
CASH AND CASH EQUIVALENTS AT THE END OF THE PERIOD	8.11	**165,137**	**142,994**

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Consolidated statement of changes in equity

In thousands of euros	ATTRIBUABLE TO OWNERS OF NGE							NON-CONTROLLING INTERESTS				
	Number of shares	Capital	Premiums	Reserves	Currency Translation Reserves	Net income for the period	Total Shareholder's equity	Reserves	Currency Translation Reserves	Net income for the period	Total non-controlling interests	Total Equity
POSITION AT DECEMBER 31, 2017	**6,572,507**	**52,580**	**22,648**	**171,287**	**(912)**	**24,352**	**269,955**	**13,059**	**(661)**	**(376)**	**12,022**	**281,977**
Allocation of net income for the period 2017				24,352		(24,352)	-	(376)		376	-	-
Net income for the period						25,479	25,479			3,013	3,013	28,491
Other of comprehensive income				10,154			10,154				-	10,154
Change on share capital							-				-	-
Dividends				(9,990)			(9,990)	(1,306)			(1,306)	(11,296)
Translation adjustment					336		336		45		45	381
Changes in Group structure				(1,103)			(1,103)	(7,519)			(7,519)	(8,622)
POSITION AT DECEMBER 31, 2018	**6,572,507**	**52,580**	**22,648**	**194,700**	**(576)**	**25,479**	**294,831**	**3,858**	**(616)**	**3,013**	**6,255**	**301,086**
Allocation of net income for the period 2018				25,479		(25,479)	-	3,013		(3,013)	-	-
Net income for the period						23,393	23,393			2,932	2,932	26,325
Other of comprehensive income				(1,063)			(1,063)				-	(1,063)
Change on share capital							-				-	-
Dividends				(12,800)			(12,800)	(3,316)			(3,316)	(16,116)
Translation adjustment					549		549		213		213	762
Changes in Group structure				1,807			1,807	8[illegible]8			838	2,646
POSITION AT DECEMBER 31, 2019	**6,572,507**	**52,580**	**22,648**	**208,124**	**(27)**	**23,393**	**306,718**	**4,394**	**(403)**	**2,932**	**6,[illegible]24**	**313,642**

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Notes to the consolidated financial statements

The NGE Group's financial statements at December 31, 2019 set out the activity of the NGE Group over the period from January 1 to December 31, 2019 were closed by the president on April 15, 2020.

1. General information

The consolidated financial statements at December 31, 2019, include NGE and its subsidiaries (together known as «the Group»), and the Group share in associates and joint arrangements.

NGE Head quarter is located at Saint Etienne du Grès (13) – Parc d'activités de Laurade.

NGE capital is amounted at December 31, 2019 to 52,580,056 euros.

2. Standards and interpretations applied

The Group consolidated financial statements for the periods ended December 31, 2018 and December 31, 2019 were prepared in accordance with IFRS (International Financial Reporting Standards) applicable at December 31, 2019, as adopted by the European Union and available on the website: http://ec.europa.eu/internal_market/accounting/ias_fr.htm. (Regulation No. 1606/2002 of the European Council dated July 19, 2002).

The accounting principles retained for the preparation of the financial statements are based on the standards and interpretations adopted by the European Union and mandatory at January 1, 2019.

2.1. New standards and interpretations effective at January 1, 2019

New standards and interpretations with mandatory application as of 1 January 2019, concern:

- IFRS 16 «Leases».
  The application of IFRS 16 «Leases» is described in note 3.4. «Change in accounting methods following the application of IFRS 16 «Leases».

- Other standards with mandatory application as of 1 January 2019.
  The other standards and interpretations with mandatory application as of 1 January 2019 did not have a significant impact on the consolidated financial statements as at 31 December 2019. They mainly concern:

  - IFRIC 23 «Uncertainty over Income Tax Treatments»;
    The IFRIC 23 interpretation supplements the provisions of IAS 12, Income Taxes, by stipulating the assessment and accounting methods for uncertainty over income tax. The Group has not identified any significant impact related to the implementation of this interpretation on its shareholders' equity as at 1 January 2019.

  - Amendments to IFRS 9 «Prepayment features with negative compensation»;

  - Amendments to IAS 28 «Long-term interests in associates and joint ventures»;

  - Amendment to IAS 19 «Employee benefits». This amendment applies to plan amendments, curtailments or settlements. It clarifies the fact that an entity must use its updated actuarial assumptions to assess the cost of current services and the net interest in respect of defined benefits.

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• Annual improvements, 2015-2017 cycle. The Group was not affected by the amendments above.

2.2. Standards adopted by the IASB that are not yet mandatory at December 31, 2019

The Group did not early adopt any of the new standards and interpretations with non-mandatory application as of 1 January 2019.

• amendments to IAS 1 and IAS 8 «Definition of material»;

• amendments to IFRS 3 «Definition of a business».

3. Consolidation methods

3.1. Group structure and consolidation methods

The Group's consolidated financial statements are prepared at December 31, based on the individual financial statements of the Group's subsidiaries at this date, restated to comply with the Group's standards.

Additions to and withdrawals from the Group's structure are recognized on the acquisition or disposal date or, for convenience where the impact is not significant, on the basis of the last balance sheet prior to the date of acquisition or disposal.

The Group uses the following rules:

According to the **IFRS 10 "Consolidated Financial Statements"** for all aspects related to control and full consolidation, the concept of control is based on three criteria:

– power over the entity, i.e. the ability to direct the activities that significantly affect the entity's returns;

– exposure to variable returns from the entity, which may be positive, in the form of dividends or other economic benefit, or negative; and

– the link between its power over the entity and these returns, i.e. the ability to use its power over the entity to affect the amount of the investor's returns.

In practice, the Group is considered to control the companies in which it directly or indirectly holds the majority of the voting rights in Shareholders' Meetings, on the Board of Directors or in equivalent governing bodies. These companies are fully consolidated. To determine control, the Group conducts an in-depth analysis of governance and the rights held by the other shareholders to verify that they are purely protective rights.

As and when required, we also conduct an analysis of the instruments held by the Group or by third parties (potential voting rights, dilutive instruments and convertible instruments, amongst others), which if exercised, could change the type of influence exercised by each of the parties.

In addition to assessing the governance in place with each partner, for some infrastructure project companies operating under concession agreements or under public-private partnership contracts in which NGE is not the only equity investor, NGE may also examine the features of the subcontracting agreements to verify that they do not confer additional powers that could lead to a situation of control.

For the most part, these assessments concern building contracts and operation/maintenance contracts for the concession structures.

We also carry out an assessment in the event of a specific event that may have an impact on the level of control exercised by the Group (change in the breakdown of the entity's capital or in its governance, exercise of a dilutive instrument, etc.).

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According to **IFRS 11 "Joint Arrangements"**, joint control is established when decisions about the relevant activities require the unanimous consent of the parties sharing control.

Joint arrangements are classed into two categories (joint ventures and joint operations), according to the type of rights and obligations of each of the parties. This classification is determined according to the legal form and vehicle used for the project.

- A joint venture is a joint arrangement whereby the parties (joint venturers) that have joint control of the arrangement have rights to the net assets of the arrangement. Joint ventures are consolidated according to the equity method.
- A joint operation is a joint arrangement whereby the parties (joint operators) that have joint control of the arrangement have rights to the assets, and obligations for the liabilities, relating to the arrangement. Each joint operator must recognize its share of the assets, liabilities, income and expenditure in relation to its interest in the joint operation.

The majority of our joint arrangements are joint operations based on the legal form of the vehicle used, such as in France, where the parties generally establish a société en participation (SEP) (de-facto partnership) as the legal framework for their operations.

In some situations, where the facts and circumstances show that a company has been designed to provide production to the parties, it is regarded as a joint operation even where the vehicle's legal form does not establish transparency between the joint operators' assets and those of the joint arrangement. In that situation, the parties have the rights to substantially all of the economic benefits associated with the company's assets, and will settle its liabilities. Within the Group, this concerns certain coating plants.

According to **IAS 28 "Investments in associates and joint ventures"** revised, Investments in Associate are companies on which the Group has a significant influence. They are consolidated using the Equity method.

3.2. Intra-group operations

Intra-group asset and liability or income and expense operations and transactions between fully consolidated companies are eliminated in full from the consolidated financial statements.

The gains and losses on assets transactions (buy or sell) between a fully consolidated entity and an equity-accounted entity are recorded in consolidated financial statement at the percentage of interest not held in the equity accounted entity.

3.3. Foreign currency transactions

The accounts of foreign subsidiaries are kept in their functional currency.

Balance sheets whose functional currency differs from the consolidation currency are translated into euros at the closing rate, except for equity, which is translated at historical cost.

Translation differences on the balance sheet are recorded as translation adjustments in equity.

The consolidated statement of comprehensive income is translated using the average rate over the period.

Foreign currency transactions are translated into euros at the exchange rate in force on the date of the transaction. Resulting foreign exchange gains and losses are recognized in foreign exchange profit or loss and presented in other financial income and other financial expenses in the consolidated statement of comprehensive income.

Foreign exchange gains and losses on borrowings denominated in foreign currency or on derivative foreign exchange instruments which qualify as net investment hedges in subsidiaries are recorded as items of other comprehensive income and presented under translation reserve.

Goodwill and fair value adjustment resulting from the acquisition of foreign subsidiaries are considered as the subsidiary's assets and liabilities and accordingly are expressed in the subsidiary's functional currency and translated at the closing rate.

3.4. Change in accounting methods following the application of IFRS 16 «Leases»

Since 1 January 2019, the Group has applied IFRS 16 ‹Leases› according to the so-called ‹simplified retrospective› transition method. The data for the 2018 financial year, presented for comparison, have not been adjusted, in accordance with the transitory provisions of IFRS 16.

The Group recognises all of its leases in the balance sheet, with the exception of leases of less than one year or those for assets with a non-significant unit value as new, which continue to be recognised as rent in the income statement, with no impact on the Group's balance sheet.

IFRS ‹Leases› amends the way in which leases are recognised by lessees. It replaces IAS 17 and the interpretations IFRIC 4, SIC 15 and SIC 27. IFRS 16 imposes a single accounting method for leases by lessees, impacting the balance sheet in a similar way to finance lease contracts as recognised up to 31 December 2018 under IAS 17.

Contracts qualified as finance leases as at 31 December 2018 under IAS 17, were reclassified at 1 January 2019 as a right-of-use of the assets leased under balance sheet assets, and lease liabilities under balance sheet liabilities, without changes to value.

Operating leases are recognised as lease liabilities for the discounted value of the outstanding rent payments, with a right-of-use for the underlying asset as a counterparty. According to the simplified method, the amount of right-of-use assets is equal to the amount of recognised lease liability.

In the income statement, the depreciation expense for the asset and the financial expense related to the debt interest replace the lease expense previously entirely recognised in operating income/expense.

The rights-of-use for leases are depreciated on a straight-line basis over the term of the leases, and adjusted each time that the value of the financial lease liability is reassessed.

The assumptions and estimates made to determine the value of the rights-of-use of leases and the lease liabilities specifically concern the setting of discount rates and lease terms.

The lease terms selected generally correspond to the duration of the fixed term of the lease, notably for leases of equipment and vehicles, and for property leases a 9-year term is generally used. In certain exceptional cases, notably for emphyteutic leases or construction leases, the terms often exceed 30 years.

To set the discount rate for leases, the residual term of the leases is taken into account.

Variable rent payments or services related to the contract are not taken into consideration when setting the amount of the right-of-use or the lease liability. They are recognised in expenses when they occur.

A deferred tax is recognised on the difference between the right-of-use and the lease liability, falling under the scope of IFRS 16, in a similar way to the previous procedure for finance leases.

4. Accounting rules and policies

Estimates and assumptions have been made in order to prepare the financial statements in accordance with IFRS. These estimates are continually reviewed based on past experience, as well as other factors that are used in assessing the carrying amount of the assets and liabilities.

4.1. Presentation of the financial statements

The Group presents its financial statements in accordance with IAS 1 "Presentation on financial statements":

- the statement of comprehensive income is presented by type of income and expense in order to best represent the type of activity carried out by the Group, including income from disposal of equipment, which forms part of the Group's current activities;
- the Group's main performance indicator is income from operating activities. It is calculated from operating income before taking into account estimated fair value of share-based payments, the impact of goodwill impairment tests and other operating income and expenses relating to the Group's non-operating activities (disposal of activities, acquisition costs);
- net financial income/(loss) presents the Group's cost of net financial debt and other financial income and expenses as separate items;
- the consolidated statement of comprehensive income is determined from the net income on the consolidated income statement, and presents the other items of comprehensive income.
- the consolidated statement of financial position shows the breakdown of current and non-current assets and liabilities.

4.2. Significant assessments and estimates

The preparation of the Group's financial statements requires that the Executive Management make use of assessments, estimates and assumptions that affect the amounts recognized in the financial statements as assets and liabilities and income and expenses, as well as the information provided on contingent liabilities.

The development of factors underlying these estimates and assumptions, due to the uncertainty involved in such estimates and assumptions could later generate in a significant adjustment to the amounts recognized in a subsequent period.

The use of assessments and estimates is particularly significant in the following areas:

- accounting for contracts recognition of leases (see note 8.18 «Additional information on construction leases»);
- post-employment benefits;
- provisions for risks (notably for termination losses and disputes);
- recoverable amount of intangible assets and property, plant and equipment and notably goodwill;
- deferred tax assets;
- fair value of financial instruments.

5. Financial risk factors

5.1. Interest rate risk

The Group is exposed to changes in interest rates on its variable-rate debt. In order to reduce its exposure to upward movements, the Group may set up optional derivative instruments or interest rate swaps. These derivatives may be qualified as hedging transactions under the meaning of the IFRS. The Group ensures that the ineffective portion of these hedges is not material.

Note 8.14 presents the share of debt subject to interest rate risks. Any increase in the level of interest rates would increase the Group's financing cost, which would lead to a decrease in its financial income and net income, and may slow its growth.

5.2. Currency risk

The majority of the Group's subsidiaries exercise their activities in the euro zone. The Group's exposure to currency risk is thus limited.
Moreover, costs related to the execution of international contracts denominated in local currency other than the euro, are generally paid in this same local currency. Currency risks mainly concern the timing of cash flows during the execution of a contract (financing resources or working capital requirements), as well as translation into euros of overheads and the profit or loss generated by the said contract. The Group occasionally implements a strategy of hedging all or part of these cash flows in order to reduce its exposure to currency risk.
A significant change in exchange rates could nevertheless affect the Group's activities and earnings.

5.3. Liquidity risk

Liquidity risk corresponds to the risk that the Group does not have sufficient net financial resources to meet its obligations and operating expenses.
On February 27, 2019, the Group has achieved its trade receivables securitization program refinancing set up in December 2013. The Group has increased this program from 100 million of euros to 250 million of euros. Structured for a period of 6 years this new program has quite a few arrangement that permit to better handle the group's operations specifications. That results in an instrument with a greater efficiency coupled with financial conditions upgraded
NGE also has a Negotiable European Commercial Paper programme of €150 million, unused as at 31 December 2019.
These items are classified under bank overdrafts and presented in note 8.11.
The Group has asked its banks to set up a Government Guaranteed Loan for which the terms and conditions are provided in item 7.2.

5.4. Tax Risk

Some NGE Group companies were subject to a tax audit which is ongoing at the financial year closing, for which no financial risks have been identified.

5.5. Market Risk

The group is not exposed to financial market risk, cash surpluses being placed on earning accounts or term accounts.

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5.6. Credit Risk
The risk of non-recovery of account receivables is limited, because the majority of Group activity is realized with operator of public service.

5.7. Risk of fluctuation in raw material
Procurement of works on which the Group operates are generally affected by a price adjustment clause backed by a national index that covers the risk of fluctuation in the price of raw materials.

Occasionally, on important contracts and not indexed, the Group may have to use hedging contracts on raw materials which changes in price on markets may be significant.

6. Scope of consolidation

6.1. Changes in Group structure
The Group changed the consolidation method for Vaglio Group following an increase in the percentage stake. The latter is fully consolidated. No other significant changes took place to the scope.

6.2. Scope of consolidation
The list of consolidated companies can be found on page 38.

7. Subsequent events

7.1. Capital Transactions
On 6 February 2020, NGE carried out a capital decrease through the cancellation of treasury shares held by Bpifrance Participations for €4.4 million. NGE's shareholders' equity was reduced from €52,580,056 to €48,200,088 through the cancellation of 547,496 shares.

On 6 February 2020, in order to finance this capital decrease, NGE subscribed to a loan backed by its real estate assets housed within its Foncière des Alpilles subsidiary for €32.6 million.

On 6 February 2020, NGE bought back its own shares belonging to Bpifrance Participations for the purpose of transferring them as part of its employee shareholding programme («NGE Actionnariat Relais 2020» FCPE). Since that date and up to the closure of the employee shareholding programme, NGE holds 136,874 of its own shares.

7.2. Exceptional event: Covid 19
The Group's financial statements were prepared on the basis of the going concern principle. On 11 March 2020, the Covid-19 epidemic was classified as a global pandemic. A crisis unit was immediately set up within NGE. The Group has focused as a priority on ensuring the health and safety of its employees and contractors on its sites as well as the operational continuity of its essential activities.
The confinement of the population on a national level began on 17 March 2020.
In view of the seriousness of the consequences of this health crisis, and faced with the impossibility for NGE to enforce barrier measures, all of the construction sites in France were stopped on 17 March 2020 with the exception of a few emergency sites. Consequently, around two-thirds of employees were placed under the chômage partiel (partial unemployment) scheme. Internationally, our activity has been reduced by around 50% to date.

This situation will lead to a decrease in activity for 2020 for which the figure cannot be reliably estimated to date. The Group's available cash lines will enable it to avoid a short term liquidity risk. This situation may change depending on the duration of the confinement, and it is impossible to predict all of the consequences.
Therefore, the Group has asked its banks to set up the Government Guaranteed Loan (PGE) for a total of €300 million along with a Government guarantee provided by Bpifrance for 80%. This loan, with an initial term of one year may, at NGE's request, be transformed into an amortisable loan for a maximum of six years.
The other emergency economic measures voted in March 2020 are also currently being applied within the Group, notably with deferred loan and finance lease payments, although it is not possible at this stage to quantify the elements.
Trade receivables past due mainly concern public receivables and so are not subject to the risk of default.

The Group remains mobilised and attentive as to the changing situation and will take all appropriate measures to limit the negative impacts on its results and cash position.

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8. Appendix

Consolidated financial statements are presented in thousands of euros unless otherwise specified.

8.1. Goodwill and Impairment tests

Business combinations and goodwill

Business combinations are recognized in accordance with the provisions of IFRS 3 "Business combinations" revised.

In accordance with this revised standard, the Group recognizes the assets acquired and identifiable liabilities taken over at fair value on the date on which control is gained.

Acquisition costs correspond to the fair value, on the exchange date, of the assets provided, outstanding liabilities and/or equity instruments issued in exchange for the entity acquired. Any price adjustments are measured at fair value at the end of each reporting period.

Costs that are directly attributable to the acquisition, such as due diligence fees, are recognized in expenses when they are incurred.

The acquisition value is attributed by recording the assets acquired and identifiable liabilities at fair value, except for assets classified as held-for-sale pursuant to IFRS 5 "Non-current assets held for sale and discontinued operations", which are recorded at fair value less cost of sale.

The positive difference between the acquisition cost and the fair value of assets and identifiable liabilities acquired constitutes goodwill. Where appropriate, goodwill includes the share of fair value of non-controlling interests in accordance with the full goodwill method.

The Group has twelve months from the acquisition date to finalize the recognition of operations relating to the companies acquired.

In the case of a step business combination, the investment previously held in the company is valued at the fair value as at the date of takeover. Any resulting profit or loss is recognised in «other financial income or expenses» in profit or loss.

In accordance with IAS 27 "Separate financial statements" revised, acquisitions or disposals of non-controlling interests without any change in control are considered to be transactions with the Group's shareholders. This approach results in the difference between the price paid to increase the percentage interest in an entity already controlled and the additional share of equity thereby acquired being recorded in Group shareholders' equity.

Similarly, a reduction in the percentage interest held by the Group in an entity with no loss of control is treated from an accounting standpoint as a transaction between shareholders, with no impact on income.

Goodwill relating to fully consolidated subsidiaries is recorded in assets in the consolidated balance sheet, under "Goodwill". Goodwill relating to companies consolidated under the equity method is included under "Investments in equity-accounted companies".

Badwill is recognized directly in profit or loss in the year of acquisition.

Impairment of non-financial fixed assets

Assets subject to impairment testing are regrouped into cash-generating units (CGU) corresponding to groups of similar assets whose use generates identifiable cash in-flows.

The groups of cash-generating units are:

- the Multi-expertise region;
- the Specialized National Subsidiaries or a group of integrated subsidiaries when these exercise their activity outside the "Multi-expertise - Regional" organization;
- the Major Projects.
- The recoverable amount of a cash-generating unit is the higher of the fair value (generally the market price), net of costs to sell, and the value in use. Value in use is estimated using the discounted free cash flow method based on the following two items:
- provisional cash flow with zero debt, i.e.:
  - Current operating income + amortization,
  - Change in working capital requirements,
  - Investment in new equipment,
  - Taxes;

- discount rate (opportunity cost of capital) determined for each CGU group according to its activity and associated risk profile.

The use of post-tax rates results in recoverable amounts that are identical to those obtained by applying pre-tax rates to pre-tax cash flows.

The assumptions used in these calculations, as in any estimates, include a certain amount of uncertainty and may therefore be adjusted subsequently during later periods.

If the carrying amount of the cash-generating unit is higher than the recoverable amount, the cash-generating unit's assets are impaired to bring them to their recoverable amount. Impairment is deducted in priority from goodwill and recorded in the consolidated statement of comprehensive income under other operating income and expense.

Cash flows beyond five years are extrapolated using a growth rate estimated at 2%.

Goodwill is not amortised, but is subject to an impairment test at least once a year and every time that an impairment indicator appears. When impairment is recognised, the difference between the asset's book value and recoverable value is recognised in «Other operating income and expenses» in profit or loss.

All of these flows are discounted using a discount rate of 8.10% corresponding to the Group's weighted average cost of capital after tax, with the exception of the Building activity included in the «Specialised national subsidiaries» CGU, where the rate is 10.5%. The latter was subject to impairment of €10 million.

These calculations are based on a five-year forward plan prepared by the regional Management and reviewed by the Group's Executive Management and Finance Department.

A reasonably possible change in assumptions for impairment tests for each of the groups of CGU would not lead to an impairment of goodwill. The discount rate from which the Group must recognise goodwill (break-even point) is 9.8% with the exception of the Building activity.

GROUPS OF CGU	DISCOUNT RATE	
	2019	2018
Regional Multi-Expertises Activities	8.1%	7.0%
Multi-Expertise Major Projects	8.1%	7.0%
Specialist French Subsidiaries	8.1% - 10.5%	7.0%

Groups of CGU	12/31/2018	Impaiment	Changes in Group structure	Translation adjustment	Other	12/31/2019
Regional Multi-Expertises Activities	67,745					67,745
Multi-Expertise Major Projects	21,558			35		21,593
Specialist French Subsidiaries	185,929	(10,000)				175,929
TOTAL GOODWILL	**273,232**	**(10,000)**	**-**	**35**	**-**	**263,267**

Groups of CGU	12/31/2017	Impaiment	Changes in Group structure	Translation adjustment	Other	12/31/2018
Regional Multi-Expertises Activities	65,493		252			65,745
Multi-Expertise Major Projects	21,457			101		21,558
Specialist French Subsidiaries	206,492	(20,900)	337			185,929
TOTAL GOODWILL	**293,442**	**(20,900)**	**589**	**101**	**-**	**273,232**

Rehabilitation of the Bras de la Plaine dam on Réunion Island

8.2. Intangibles assets

Concession intangibles assets

In accordance with IFRIC 12 "Service concession arrangements", the operator can exercise both activities:

- construction activity related to its design, building and financing commitments;
- operation and maintenance activities about granted structures.

The granted assets accounting depends on the service provided payment method:

- Payment method based on the service used by users: granted asset is recorded as concession intangibles assets and evaluated according with IAS 38 "Intangible asset". The possible subventions received decrease the amount recorded as concession intangibles assets.
- Payment method based on a fixed amount due by the grantor and which is not linked to the service used by users: the granted asset is recorded as other financial asset and evaluated according with IFRS 9 "Financial Instruments".
  The other financial assets changes are presented in note 8.5.

The granted asset payment is recorded in accordance with IFRS 15 "Revenue from contracts with customers".

	12/31/2018	Increases	Other movements	12/31/2019
Concession intangible assets	5,627			5,627
Amortization concession intangible assets	258	211	66	536
CONCESSION INTANGIBLE ASSETS	**5,369**	**(211)**	**(66)**	**5,091**

Other intangibles assets

Other intangibles asset mainly include patents, licenses and IT software, as well as fixed-term quarrying rights.

Other acquired intangible assets are recorded in the balance sheet at acquisition cost less, where appropriate, amortization and aggregate impairment losses.

Quarrying rights are amortized over the period of excavation (the ratio of tonnage excavated during the fiscal year to the quarry's total estimated excavation capacity over the operating period).

Other intangible assets are amortized on a straight-line basis over their useful life.

FY 2019

Gross amounts	12/31/2018	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2019
Concessions, patents and similar rights	3,498	(19)	342	(143)	4,017		7,695
Other intangible assets	1,149		352		(15)		1,486
Intangible assets under construction and advances and payments on account	19		1,135				1,154
GROSS AMOUNTS	**4,665**	**(19)**	**1,829**	**(143)**	**4,002**	**-**	**10,335**

Amortization and provisions	12/31/2018	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2019
Concessions, patents and similar rights	2,517	(4)	621	(146)	138		3,126
Other intangible assets	789		19		(9)		799
AMORTIZATION AND PROVISIONS	**3,306**	**(4)**	**640**	**(146)**	**129**	**-**	**3,925**

Net amounts	12/31/2018	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2019
Concessions, patents and similar rights	981	(15)	(279)	3	3,879		4,569
Other intangible assets	360		333		(6)		687
Intangible assets under construction and advances and payments on account	19		1,135				1,154
NET AMOUNTS	**1,359**	**(15)**	**1,189**	**3**	**3,873**		**6,410**

FY 2018

Concession intangible assets

	12/31/2017	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2018
Concession intangible assets	3,487		2,140				5,627
Amortization concession intangible assets	177		58		23		258
CONCESSION INTANGIBLE ASSETS	**3,310**	**-**	**2,082**	**-**	**(23)**	**-**	**5,369**

Other intangibles assets

Gross amounts	12/31/2017	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2018
Concessions, patents and similar rights	3,361	374	346	(685)	100	1	3,497
Other intangible assets	1,470	(350)	34	(11)	6		1,149
Intangible assets under construction and advances and payments on account	371	(371)	19				19
GROSS AMOUNTS	**5,202**	**(347)**	**399**	**(696)**	**106**	**1**	**4,665**

Amortization and provisions	12/31/2017	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2018
Concessions, patents and similar rights	2,592	1	482	(658)	100		2,517
Other intangible assets	670	78	41	(6)	6		789
AMORTIZATION AND PROVISIONS	**3,262**	**79**	**523**	**(664)**	**106**	**-**	**3,306**

Net amounts	12/31/2017	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2018
Concessions, patents and similar rights	769	373	(136)	(27)			980
Other intangible assets	800	(428)	(7)	(5)			360
Intangible assets under construction and advances and payments on account	371	(371)	19				19
NET AMOUNTS	**1,940**	**(426)**	**(124)**	**(32)**	**-**	**-**	**1,359**

Transformation of a turfed sporting ground into synthetic grass floor in the municipality of Le Pecq (78)

8.3. Property, plant and equipment and Right-of-use of leased assets

Property, plant and equipment

Property, plant and equipment are recorded at acquisition or production cost less aggregate depreciation and any impairment losses.

Assets are subject to depreciation determined according to the actual useful life of the goods. The depreciable base is the purchase cost less, where appropriate, the final residual value of the goods. The residual value is the amount the Group would currently receive if the asset was already in the condition (age and wear) expected at the end of its useful life.

The main useful lives adopted are:

Buildings .... 15 - 40 years
Public works equipment .... 3 - 10 years
Transportation equipment .... 3 - 5 years
Railway equipment .... 8 - 30 years
Fittings .... 5 - 19 years
Office furniture and equipment .... 3 - 10 years

Contracts qualified as finance leases as at 31 December 2018 according to IAS 17, were reclassified on 1 January 2019 as right-of-use of assets leased in balance sheet assets without changes to value. The net value of these finance leases amounted to €125 million at 1 January 2019; they are presented in detail in note 8.3 below.

Pavement rehabilitation on the A20 motorway in Corrèze

Right-of-use of leased assets

Since 1 January 2019, the Group has applied IFRS 16 «Leases» according to the so-called «simplified retrospective» transition method, described in note 3.4. The data for the 2018 financial year, presented for comparison, have not been adjusted, in accordance with the transitory provisions of IFRS 16.

The values recorded as at 12/31/2018 are the values for the finance leases restated according to IAS7 and the impacts of the first application of IFRS 16 at 1 January 2019 are presented in the column «Changes in accounting methods», amounting to €35 million.

Gross amounts	12/31/2018	Changes in Group structure	Increases	Decreases	Fair value	Translation adjustment	12/31/2019
Right-of-use of fixed assets	9,478		3,279		20,117	14	32,888
Right-of-use of movable assets	277,947	1,714	35,175	(6,118)	14,875	(9)	323,584
GROSS AMOUNTS	**287,425**	**1,714**	**38,454**	**(6,118)**	**34,992**	**5**	**356,472**

Amortization and provisions	12/31/2018	Changes in Group structure	Increases	Decreases	Fair value	Translation adjustment	12/31/2019
Depreciation of the rights-of-use of fixed assets	5,562		6,128			8	11,698
Depreciation of the rights-of-use of movable assets	156,009		25,590	(5,968)		263	175,894
AMORTIZATION AND PROVISIONS	**161,571**	**-**	**31,718**	**(5,968)**	**-**	**271**	**187,592**

Net amounts	12/31/2018	Changes in Group structure	Increases	Decreases	Fair value	Translation adjustment	12/31/2019
Right-of-use of fixed assets	3,916		(2,849)		20,117	6	21,190
Right-of-use of movable assets	121,938	1,714	9,585	(150)	14,875	(272)	147,690
NET AMOUNTS	**125,854**	**1,714**	**6,736**	**(150)**	**34,992**	**(266)**	**168,880**

Property, plant and equipment

FY 2019

Gross amounts	12/31/2018	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2018
Land	41,591	10,338	315	(59)		17	52,202
Buildings	51,142	1,401	865	(172)	1,617	43	54,896
Industrial machinery and equipment	296,548	1,322	51,967	(19,484)	2,326	809	333,488
Other tangible assets	130,708	(914)	21,259	(12,876)	287	(19)	139,045
Property plant and equipment under construction and Advance payments on fixed assets	12,382	73	15,825	(1,823)	(8,103)	2	18,356
GROSS AMOUNTS	**532,371**	**12,820**	**90,231**	**(34,414)**	**(3,873)**	**852**	**597,987**

Amortization and provisions	12/31/2018	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2018
Land	6,489	(83)	1,196				7,602
Buildings	9,294	(21)	3,220	(172)	10	18	12,349
Industrial machinery and equipment	147,283		44,393	(15,774)	5	134	176,041
Other tangible assets	77,211	(184)	18,524	(10,946)		4	84,609
AMORTIZATION AND PROVISIONS	**240,277**	**(288)**	**67,333**	**(26,892)**	**15**	**156**	**280,601**

Net amounts	12/31/2018	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2018
Land	35,102	10,421	(881)	(59)		17	44,600
Buildings	41,848	1,422	(2,355)		1,607	25	42,547
Industrial machinery and equipment	149,265	1,322	7,574	(3,710)	2,321	675	157,447
Other tangible assets	53,497	(130)	2,735	(1,930)	287	(22)	54,437
Property plant and equipment under construction and Advance payments on fixed assets	12,382	73	15,825	(1,823)	(8,103)	2	18,356
NET AMOUNTS	**292,094**	**13,108**	**22,898**	**(7,522)**	**(3,888)**	**697**	**317,387**

FY 2018

Gross amounts	12/31/2017	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2018
Land	59,549	(19,581)	480	(976)	3,477	19	42,969
Buildings	55,202	965	4,305	(71)	(1,215)	57	59,243
Industrial machinery and equipment	516,207	(3,339)	71,977	(31,221)	8,532	1,080	563,236
Other tangible assets	131,794	(126)	22,255	(11,885)	(139)	68	141,967
Property plant and equipment under construction and Advance payments on fixed assets	18,833	(2,129)	5,300	(174)	(9,452)	2	12,381
GROSS AMOUNTS	**781,585**	**(24,210)**	**104,317**	**(44,327)**	**1,203**	**1,226**	**819,796**

Amortization and provisions	12/31/2017	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2018
Land	7,633	(1,050)	1,155	(376)	(847)		6,514
Buildings	24,244	1,017	3,381	649	(14,479)	18	14,830
Industrial machinery and equipment	268,428	1,121	53,159	(29,278)	32	330	293,792
Other tangible assets	77,734	382	17,753	(9,164)	(24)	31	86,712
AMORTIZATION AND PROVISIONS	**378,039**	**1,470**	**75,448**	**(38,169)**	**(15,318)**	**379**	**401,848**

Net amounts	12/31/2017	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2018
Land	51,916	(18,531)	(675)	(600)	4,324	19	36,455
Buildings	30,958	(52)	924	(720)	13,264	39	44,413
Industrial machinery and equipment	247,779	(4,460)	18,818	(1,943)	8,500	750	269,444
Other tangible assets	54,060	(508)	4,502	(2,721)	(115)	37	55,255
Property plant and equipment under construction and Advance payments on fixed assets	18,833	(2,129)	5,300	(174)	(9,452)	2	12,381
NET AMOUNTS	**403,547**	**(25,680)**	**28,869**	**(6,158)**	**16,521**	**847**	[illegible]

8.4. Investments in associates

Investments in companies in which the Group exercises significant influence (associates) are valued using the equity method: they are initially recorded at acquisition cost including, where appropriate, any goodwill released.

Their carrying amount is then adjusted to take changes in the Group share of the net assets of these companies into account.

When the equity-accounted net position become negative, shares of negatives positions are presented as Current provisions except when the Group is committed to recapitalise or has already fund this entity.

Change over the fiscal year is shown in the consolidated statement of comprehensive income (Share in net income of associates).

Impairment losses are recorded in profit and loss and the corresponding associates' carrying amount is decreased.

12/31/2019 Data on a 100% basis	Revenue	Operating income	Net income	Equity	% interest	Share in net income	Equity attributable to owners of the parent
Arena 86	-	(5)	(5)	5	17%	(1)	1
Atelier Pour La Maintenance Des Engins Mobiles	160	(2)	(16)	1,057	17%	(3)	182
Aude Recyclage	-	-	-	28	17%	-	5
Bergerac Matériaux et Valorisation	941	116	79	289	25%	20	72
Calcaires Du Biterrois	5,529	(168)	(250)	1,525	50%	(125)	763
Corrèze Enrobés	9,059	95	72	290	43%	31	62
Granulats de l'est	3,229	(732)	1,369	512	35%	479	179
ILA Catala Développement	1,569	29	(1)	35	28%	-	10
La Sagne Aménagement	-	(1)	(2)	8	20%	-	2
Les Carrières des Puys	1,743	26	20	237	30%	6	71
Les Energies de La Cité	153	(409)	(60)	(54)	30%	(18)	(16)
M.T.C.	525	19	9	45	50%	5	23
NGE Autoroutes	-	(16)	(1,207)	30,896	10%	(121)	3,090
P2R	8,447	536	420	2,488	22%	91	595
Port Adhoc	10,396	302	(338)	35,638	16%	(56)	8,405
SAPAG	-	(18)	(73)	(993)	33%	(24)	(329)
SLE	719	27	19	590	39%	7	499
Société des Enrobés Clermontois	2,442	143	120	239	33%	40	411
Jaumont Finances	10,074	(724)	(521)	-	-	(257)	-
TOTAL	**54,988**	**(775)**	**(358)**			**74**	**14,023**

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12/31/2018 Data on a 100% basis	Revenue	Operating income	Net income	Equity	% interest	Share in net income	Equity attribuable to owners of the parent
Atelier Pour La Maintenance Des Engins Mobiles	120	4	(25)	1,073	17%	(4)	184
Aude Recyclage	339	12	6	28	17%	1	5
Bergerac Matériaux et Valorisation	1,022	91	70	242	25%	18	60
Calcaires Du Biterrois	4,525	(18)	(54)	1,775	50%	(27)	888
Corrèze Enrobés	8,271	70	36	275	43%	15	56
Granulats de l'est	1,519	(678)	(596)	(857)	35%	(209)	(300)
ILA Catala Développement	-	(1)	(1)	36	28%	(0)	10
LCA	1,178	3	(8)	106	50%	(4)	53
Les Carrières des Puys	1,347	42	19	(91)	30%	6	(27)
Les Energies de La Cité	-	(81)	(92)	6	30%	(27)	2
M.T.C.	162	33	19	36	50%	10	18
NGE Autoroutes	-	(22)	(470)	32,103	10%	(47)	3,210
P2R	8,695	517	392	2,266	22%	84	548
Port Adhoc	7,475	(19)	(453)	10,747	28%	(125)	5,509
SAPAG	-	(53)	(113)	(920)	33%	(38)	(305)
SLE	702	66	65	584	39%	23	496
Société des Enrobés Clermontois	2,656	(80)	(81)	118	33%	(27)	371
Jaumont Finances	16,154	(10,383)	(5,146)	(5,737)	49%	(2,534)	(2,826)
TOTAL	**54,167**	**(10,498)**	**(6,433)**			**(2,885)**	**7,953**

Change in investments in associates is as follows:

	Net amounts
AT 12/31/2017	**8,376**
Net income for the period 2018	(2,885)
Dividends paid	(150)
Change in capital	(112)
Change in group structure	3,107
Change in consolidation method	(383)
AT 12/31/2018	**7,953**
Net income for the period 2019	74
Dividends paid	17
Change in capital	2,952
Change in group structure	(50)
Change in consolidation method	3,083
Other	(6)
AT 12/31/2019	**14,023**

Modernisation of the Serqueux-Gisors railway line

8.5. Change in financial assets

Non-current financial assets mainly include available-for-sale assets and receivables from investments, as well as deposit guarantees, loans and other financial receivables.

Available-for-sale assets:

Available-for-sale assets include the Group's equity investments in non-consolidated companies. They are measured at fair value on the balance sheet date. Where their fair value cannot be reliably determined, they are recognized at acquisition cost. Factors taken into consideration to determine impairment are a reduction in the share of equity held and a significant and prolonged deterioration in expected profitability.

Changes in the fair value of available-for-sale investments are recognized in profit and loss, in accordance with IFRS 9 "Financial instruments".

Loans, deposits:

Loans and deposits are recognized at amortized cost. Where applicable, they may be subject to an impairment provision. The impairment corresponds to the difference between the carrying amount and the recoverable amount and is recognized in profit or loss. The provision may be reversed if there is a favourable change in the recoverable amount.

FY 2019

Gross amounts	12/31/2018	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2019
Available-for-sale assets	22,539	15	12,623	(5,997)	(4,401)		24,779
Other financial assets	45,853	1,208	36,790	(2,517)	(300)	23	81,057
GROSS AMOUNTS	**68,392**	**1,223**	**49,413**	**(8,514)**	**(4,701)**	**23**	**105,836**

Provisions	12/31/2018	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2019
Available-for-sale assets	262		300				562
Other financial assets	5,787						5,787
PROVISIONS	**6,049**	**-**	**300**	**-**	**-**	**-**	**6,349**

Net amounts	12/31/2018	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2019
Available-for-sale assets	22,277	15	12,323	(5,997)	(4,401)	-	24,217
Other financial assets	40,066	1,208	36,790	(2,517)	(300)	23	75,269
NET AMOUNTS	**62,343**	**1,223**	**49,113**	**(8,514)**	**(4,701)**	**23**	**99,486**

FY 2018

Gross amounts	12/31/2017	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2018
Available-for-sale assets	19,285	4,385	53,851	(54,976)	(5)		22,539
Other financial assets	54,967	(616)	9,962	(18,469)		8	45,853
GROSS AMOUNTS	**74,252**	**3,769**	**63,813**	**(73,445)**	**(5)**	**8**	**68,392**

Provisions	12/31/2017	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2018
Available-for-sale assets	262						262
Other financial assets	6,411			(624)			5,787
PROVISIONS	**6,673**	**-**	**-**	**(624)**	**-**	**-**	**6,049**

Net amounts	12/31/2017	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2018
Available-for-sale assets	19,023	4,385	53,851	(54,976)	(5)		22,277
Other financial assets	48,556	(616)	9,962	(17,845)		8	[illegible]
NET AMOUNTS	**65,579**	**3,769**	**63,814**	**(72,821)**	**(5)**	**8**	**62,343**

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Summary of assets related to concessions and PPPs

	12/31/2019	12/31/2018
Available-for-sale assets - Concessions and PPPs	17,069	7,815
Other financial assets - Concessions and PPPs	70,186	36,707
Investments in associates	11,183	8,444
TOTAL FINANCIAL ASSETS - CONCESSIONS AND PPPS	**98,438**	**52,966**

8.6. Other non-current assets

Other non-current assets include tax receivables due in more than one year. These are notably research tax credits.

8.7. Income tax and deferred tax

In accordance with IAS 12 "Income taxes", deferred taxation is recognized on the differences between the carrying amounts and the values for tax purposes of asset and liability items. They arise:

- from temporary differences that occur when the carrying amount of an asset or liability differs from its value for tax purposes. They are either:
  - sources of future taxation (deferred tax liabilities): these include mainly income whose taxation is deferred;
  - sources of future deductions (deferred tax assets): these concern mainly temporary non-deductible tax provisions;
- tax loss carry forwards (deferred tax assets). Deferred tax assets are recognized where it is likely that the company will be able to recover them due to the existence of a taxable profit expected during future periods.

The carrying amount of deferred tax assets is reviewed at each balance sheet date and reduced when it is no longer likely that sufficient taxable profit will be available to enable the benefit from this deferred tax as set to be used in full or in part. Unrecognized deferred tax assets are assessed at each balance sheet date and recognized to the extent that it becomes likely that a future profit will enable them to be recovered.

Deferred tax balances are determined based on the each company's tax situation or of the global result for entities included in the scope of the tax integration and are presented in asset or liabilities according to the net position by fiscal entity.

The Saint-Flour (15) bypass road

Deferred taxes are recognized at the tax rate applicable expected on the period during the asset will be realized and the liability paid based on tax rate adopted at the closing date. Thus, the theoretical income tax rate used for preparing the consolidated financial statements was 34.43% for 2019, which is the ordinary tax rate for French subsidiaries with revenue in excess of €250 million. At December 31, 2019, the temporarily differences and carry back losses are recognised with rate voted by National Assembly according to the following schedule:

2020 .... 31.0% + Contribution 3.3% be aware 32.02%
2021 .... 27.5% + Contribution 3.3% be aware 28.41%
2022 and beyond .... 25% + Contribution 3.3% be aware 25.83%

Reconciliation between the effective income tax expense and the theoretical expense

	12/31/2019	12/31/2018
Consolidated net income	26,325	28,491
Income tax expenses	(9,618)	(1,832)
Pre-tax net income	**35,943**	**30,323**
Theoretical tax rate in force	34.43%	34.43%
Theoretical tax expense	**12,375**	**10,440**
Permanent differences	(306)	(9,972)
DTA not recognized	807	622
Share in net income of associates	26	993
Tax rate differences	(3,284)	(253)
Others		2
Effective tax expense	**9,618**	**1,832**
EFFECTIVE TAX RATE	**26.76%**	**6.04%**

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Income tax expense

	12/31/2019	12/31/2018
Current taxes	6,361	2,824
Deferred taxes	3,257	(992)
TOTAL	**9,618**	**1,832**

Deferred taxes allocation

						BALANCE AT 12/31/2019		
FY 2019	**Net balance at January 1, 2018**	**Recognized in net income**	**Translation adjustment and other**	**Recognized in other items of comprehensive income**	**Recognized directly in Equity**	**Balance before offsetting**	**Offsetting by fiscal sphere**	**Assets (Liabilities) net tax**
Temporary differences	15,100	2,049	9			17,160		
Provisions	11,110	(243)	16			10,884		
Tax losses	19,966	(5,915)	9		2,163	16,224		
IFC provisions	10,035	819	0	574	48	11,476		
DEFERRED TAX ASSETS	**56,212**	**(3,289)**	**34**	**574**	**2,211**	**55,744**	**(54,505)**	**1,238**
Fixed assets	(54,131)	(1,317)	(22)		(4,992)	(60,462)		
Provisions	(2,866)	1,283				(1,584)		
Intangible	29		1			30		
Financial	(167)	67				(100)		
Financial Instruments	440			(46)		394		
DEFERRED TAX LIABILITIES	**(56,696)**	**33**	**(22)**	**(46)**	**(4,992)**	**(61,723)**	**54,505**	**(7,217)**
NET TAX ASSETS (LIABILITIES)	**(484)**	**(3,257)**	**12**	**528**	**(2,780)**	**(5,980)**	**-**	**(5,980)**

						BALANCE AT 12/31/2018		
FY 2018	**Net balance at January 1, 2018**	**Recognized in net income**	**Translation adjustment and other**	**Recognized in other items of comprehensive income**	**Recognized directly in Equity**	**Balance before offsetting**	**Offsetting by fiscal sphere**	**Assets (Liabilities) net tax**
Temporary differences	13,888	1,893	(694)		13	15,100		
Provisions	10,218	(720)	1,349		263	11,110		
Tax losses	28,173	(1,908)	(6,055)		(244)	19,966		
IFC provisions	10,299	(505)	(66)	307		10,035		
DEFERRED TAX ASSETS	**62,580**	**(1,240)**	**(5,466)**	**307**	**31**	**56,212**	**(54,285)**	**1,927**
Fixed assets	(55,888)	582	6,863	(5,689)		(54,131)		
Provisions	(4,342)	1,483	(7)			(2,866)		
Intangible	20	8	1			29		
Financial	(324)	156				(167)		
Financial Instruments	390			50		440		
DEFERRED TAX LIABILITIES	**(60,143)**	**2,229**	**6,857**	**(5,639)**	**-**	**(56,696)**	**54,285**	**(2,410)**
NET TAX ASSETS (LIABILITIES)	**2,437**	**992**	**1,391**	**(5,332)**	**31**	**(483)**	**-**	**(483)**

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8.8. Inventories

Inventories are valued at acquisition or production cost by company or at their net realizable value, if this is lower at each balance sheet date.

	12/31/2018	Changes in Group structure	Variation	Translation adjustment	12/31/2019
Raw materials and supplies	51,255	1,034	(3,329)	121	49,082
Total depreciation and impairment	(175)		(10)		(185)
INVENTORIES	**51,080**	**1,034**	**(3,339)**	**107**	**48,897**

	12/31/2017	Changes in Group structure	Variation	Translation adjustment	12/31/2018
Raw materials and supplies	28,751	(3,145)	25,587	63	51,255
Total depreciation and impairment	(904)		729		(175)
INVENTORIES	**27,847**	**(3,145)**	**26,316**	**63**	**51,080**

8.9. Trade receivables

Trade receivables are recorded at the origin at their nominal value, and are reassessed at amortised cost, less impairment for risk of non-payment, at each closing date.

The Group applies the simplified model as defined in IFRS 9 and records impairment of its trade receivables corresponding to the expected credit loss at maturity.

At 31 December 2019, reclassifications took place, and this change in method is described in note 8.18 «Additional information on construction contracts».

	12/31/2019	12/31/2018
Trade receivables - gross amount	892,465	765,484
Impaiment	(9,287)	(8,495)
NET AMOUNTS	**883,178**	**756,989**

The schedule of trade receivables breaks down as follows

	Total	Non yet due	‹30 days	30‹60 days	60‹90 days	90‹120 days	›120 days
Trade receivables at 12/31/2019	883,178	626,344	76,447	28,491	22,413	18,776	110,707
Trade receivables at 12/31/2018	756,989	538,598	73,838	33,696	19,635	13,273	77,949

Coastal preservation and erosion control along the shore of the fir wood of Groffliers (62)

8.10. Other current assets

	12/31/2019	12/31/2018
State	134,538	108,657
Social charge receivable	4,013	3,622
Other receivables	59,427	49,228
Prepaid expenses	7,588	4,442
OTHER CURRENT ASSETS	**205,566**	**165,949**

8.11. Net cash

Cash and cash equivalents include bank current accounts and cash equivalents corresponding to short-term investments with negligible risk of a change in value. Cash equivalents comprise in particular term accounts, earning accounts and deposit certificates with original maturities of less than three months.

Marketable securities are valued at fair value in accordance with IFRS 9 "Financial instruments". Changes in fair value are recorded in the consolidated statement of comprehensive income.

Bank overdrafts are excluded from cash and presented in current borrowings.

Net cash includes an amount in foreign currency (mainly US Dollar and British Pound) as 48.0 million of euros at December 31, 2019. This one amounted to 34.0 million of euros at december 31, 2018.

	12/31/2019	12/31/2018
Investments	10,855	1,508
Cash	403,615	271,879
Cash and cash equivalents	**414,470**	**273,387**
Bank overdraft (including securitization)	(249,333)	(130,393)
Bank overdrafts	**(249,333)**	**(130,393)**
NET CASH	**165,137**	**142,994**

8.12. Working capital requirement

	12/31/2019	12/31/2018	Provided by operating activities	Non-current asset suppliers	Changes in group structure and other
Inventories	48,897	51,080	3,324		(1,141)
Trades	883,178	758,989	(119,648)		(6,541)
Other assets	212,065	179,272	(29,194)		(3,598)
ASSETS	**1,144,141**	**987,341**	**(145,518)**	-	**(11,280)**
Trade payables	754,072	693,526	53,145	3,365	4,036
Other liabilities	566,144	443,365	109,931		12,846
LIABILITIES	**1,320,216**	**1,136,891**	**163,076**	**3,365**	**16,882**
WORKING CAPITAL (REQUIREMENT)/ SURPLUS	**176,075**	**149,550**	**17,558**	**3,365**	**5,602**

Creation of an hydroelectric complex at Nachtigal in Cameroun

8.13. Net financial debt

Borrowings are initially recorded at the cost corresponding to the fair value of the amount received, net of issue costs.

After the initial recognition, the borrowings are assessed at amortised cost, using the effective interest rate method which takes into account all issue costs and discounts or repayment premiums.

Lease liabilities

The application of IFRS 16 «Leases» described in note 3.4, led the Group to recognise a liability in respect of leases of €35 million at 1 January 2019, and €48 million at 31 December 2019.

Finance lease liabilities presented at 31 December 2018 were reclassified at 1 January 2019 as lease liabilities for their same value of €66 million. The financial expenses related to this debt are recorded in financial expenses in «cost of financial debt».

Financial debt and financing flows in the Cash Flow Statement

In accordance with IAS 7 amendment «Cash flow statements» and to allow the cross-referencing between cash flows from financing activities and changes in financial debt presented in the balance sheet, information on the changes in liabilities is presented by separating cash flows and flows with no cash impact.

As part of the Corporate Loan signed in December 2017, the securitisation contract signed in December 2018 and the Euro PP bond, the Group committed to complying with certain contractually-defined financial covenants. As at 31 December 2019, the ratios to be complied with are as follows:

- Gross gearing ratio: less than 4.70
- Net gearing ratio: less than 2.5
- Net cash at least equal to €60 M

As at 31 December 2019, these ratios are complied with.

	12/31/2019				12/31/2018			
	Current	Non-current		Total	Current	Non-current		Total
		1-5 years	> 5 years			1-5 years	> 5 years	
Convertible bond	1,086	69,904		70,990	1,089	69,708		70,798
Bank borrowings	72,770	187,397	12,296	272,463	51,889	180,630	7,854	240,372
Lease debts	38,853	61,416	5,854	106,123	21,895	40,813	4,022	66,729
Other borrowings	440	3,423	2,605	6,468		1,364		1,364
GROSS DEBT	**113,149**	**322,140**	**20,755**	**456,044**	**74,873**	**292,515**	**11,875**	**379,264**
Net cash				165,137				142,994
NET DEBT				**290,907**				**236,270**
o.w. fixed-rate debt	71,585	196,507	20,755	288,847	51,123	171,675	11,875	234,674
o.w. floating-rate debt	41,564	125,633	-	167,197	23,750	120,840	-	144,590

			CHANGES WITHOUT CASH FLOW IMPACT				
	12/31/2018	Cash flow	Changes in group structure	Fair value	Other Variations	Translation Adjustment	12/31/2019
Convertible bond	70,798				192		70,990
Bank borrowings	240,372	32,919	239		(774)	(292)	272,463
Lease debts	66,729	(34,458)	1,526	34,706	37,592	29	106,123
Other borrowings	1,364	5,284	13		(193)		6,467
TOTAL	**379,264**	**3,744**	**1,777**	**34,706**	**36,817**	**(263)**	**456,044**

(*) Change in accounting methods related to the first-time application of IFRS 16 on 1 January described in note 3.4.

			CHANGES WITHOUT CASH FLOW IMPACT				
	12/31/2017	Cash flow	Changes in group structure	Fair value	Other Variations	Translation Adjustment	12/31/2018
Convertible bond	75,603		(5,000)		195		70,798
Bank borrowings	202,530	39,521	(2,316)		417	220	240,372
Lease debts	90,769	(26,266)	(2,825)		5,022	29	66,729
Other borrowings	1,631	(167)	(282)	144	38		1,364
TOTAL	**370,534**	**13,088**	**(10,423)**	**144**	**5,672**	**249**	**379,264**

8.14. Financial instruments

The Group uses derivative instruments such as forward currency contracts and interest rate swaps to hedge against interest rate risks and commodities variations. These derivative instruments are recognized at fair value.

At December 31, 2019, fair value includes credit risk or the entity's own risk pursuant to IFRS 13 "Fair value measurement"; these risks are estimated based on observable market data.

All gains and losses due to changes in the fair value of derivatives that are not classified as hedging instruments are recognized directly in the consolidated statement of comprehensive income.

The fair value of forward currency contracts is calculated by reference to quoted prices for contracts with similar maturity profiles. The fair value of interest rate swaps is determined by reference to market values of similar instruments.

According with IFRS 9 "Financial instruments", the hedge classification determine its accounting treatment:

- fair value hedges: a hedge of the exposure to changes in fair value of a recognised asset or liability or an unrecognised firm commitment that is attributable to a particular risk and could affect profit or loss. The hedging instrument profit or loss is accounted by net result.
- cash flow hedges : a hedge of the exposure to variability in cash flows that is attributable to a particular risk associated of a recognised asset or liability or a highly probable forecast transaction, or an unrecognised firm commitment. The portion of the gain or loss on the hedging instrument that is determined to be an effective hedge shall be recognised in other comprehensive income; any remaining profit or loss on the hedging instrument is recognised in net result.
- hedges of a net investment in a foreign operation are accounting in the same way as cash flow hedges.

Interest rate hedges:

Derivative instruments authorized to hedge debt are swaps or options taken out with leading banking institutions. In terms of interest rate hedging contracts at December 31, 2019, the total amount of gross borrowings subject to uncapped interest rate risk was 198 million of euros, compared with 167.5 million of euros at December 31, 2018.

At December 31, 2019, at constant debt and taking into account interest rate derivatives in the portofolio at that date, a 25 basis point rise in variable will not have a significant impact on the annual financial expenses by reason to the financing with a rate floor E3M and a level of E3M on -0.38% at december 31,2019.

12/31/2019 Financial assets and liabilities	Carrying amount	Amortized cost	Fair value throught other comprehensive income	Fair value through net result	METHOD FOR CALCULATING FAIR VALUE Level 1 Quoted market price on an active market	Level 2 Model using observable market data	Level 3 Model using non-observable data
Available-for-sales financial assets	24,217			24,217			24,217
Other financial assets	75,269	75,269					
Group debtors	7,232	7,232					
Cash and cash equivalents	414,470	414,470					
Trades	883,178	883,178					
TOTAL ASSETS	**1,404,366**	**1,380,149**	**-**	**24,217**	**-**	**-**	**24,217**
Borrowing and other financing	454,898	454,898					
Current accounts	2,351	2,351					
Derivatives	1,146		1,146			1,146	
Bank overdrafts	249,333	249,333					
Trade payable	754,072	754,072					
TOTAL LIABILITIES	**1,461,800**	**1,460,654**	**1,146**	**-**	**-**	**1,146**	**-**

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12/31/2018 Financial assets and liabilities	Carrying amount	Amortized cost	Fair value throught other comprehensive income	Fair value through net result	METHOD FOR CALCULATING FAIR VALUE Level 1 Quoted market price on an active market	Level 2 Model using observable market data	Level 3 Model using non-observable data
Available-for-sales financial assets	22 277			22 277			22 277
Other financial assets	40,066	40,066					
Group debtors	17,412	17,412					
Cash and cash equivalents	273,387	271,387		1,508	1,508		
Trades	756,989	756,989					
TOTAL ASSETS	**1,115,131**	**1,092,854**	**-**	**23,785**	**1,508**	**-**	**22,277**
Borrowing and other financing	377,986	377,986					
Current accounts	7,395	7,395					
Derivatives	1,278		1,278			1,278	
Bank overdrafts	130,393	130,393					
Trade payable	693,526	693,526					
TOTAL LIABILITIES	**1,210,578**	**1,209,300**	**1,278**	**-**	**-**	**1,278**	**-**

The value of interest rate hedging instruments is presented as follows:

Fair value at 12/31/2019	Non-current Assets	Current Assets	Non-current Liabilities	Current Liabilities	Notional amount
Cash flow hedging swap			421		150,000
Options qualifying for hedge accounting			725		64,368
Exchange rate hedging					
Swap commodity indices					
TOTAL INTEREST RATE HEDGING	**-**	**-**	**1,146**	**-**	**214,368**

Fair value at 12/31/2018	Non-current Assets	Current Assets	Non-current Liabilities	Current Liabilities	Notional amount
Cash flow hedging swap					
Options qualifying for hedge accounting			894	30	77,110
Exchange rate hedging					
Swap commodity indices				354	3,564
TOTAL INTEREST RATE HEDGING	**-**	**-**	**894**	**384**	**80,674**

8.15. Current and non-current provisions

Provisions are recognized when the Group has a present obligation towards a third party (legal or constructive) resulting from a past event, and when it is probable that an outflow of resources representing economic benefits will be necessary to extinguish the obligation and that the amount of the obligation can be reliably estimated

Non-current provisions include mainly the share at over one year of:

- Provisions for litigation and disputes: these provisions are designed to cover litigation, disputes and uncertain future events arising from the Group's activities;
- Provisions for redevelopment of quarries, renewal and restoration. These involve the costs of returning quarry operating sites to a prior state;
- End-of-career payments (see Note 8.16).

Current provisions are provisions directly linked to the normal operations cycle for the less than one-year share.

	12/31/2018	Increases	Decreases	Changes in group structure	Translation Adjustment	12/31/2019
Provisions for retirement payments	28,872	2,289		140	12	31,312
Provisions for quarry redevelopment	2,250	165	(368)	2,300		4,347
Provisions for disputes and litigations	48,255	27,879	(27,098)	680	255	49,971
Other provisions for non-current charges	210	50				260
NON-CURRENT PROVISIONS	79,587	30,383	(27,466)	3,120	267	85,890
Provisions for retirment payments (-1year)	835	1,779	(835)			1,779
Provisions for disputes and litigations (-1year)	5,275	1,379	(870)			5,783
CURRENT PROVISIONS	6,110	3,158	(1,705)	-	-	7,562
TOTAL PROVISIONS	85,697	33,541	(29,171)	3,120	267	93,452

	12/31/2017	Increases	Decreases	Changes in group structure	Translation Adjustment	12/31/2018
Provisions for retirement payments	27,545	3,640	(2,127)	(213)	27	28,872
Provisions for quarry redevelopment	4,454	120	(50)	(2,274)		2,250
Provisions for disputes and litigations	58,256	4,805	(14,356)	(572)	122	48,255
Other provisions for non-current charges	210	10	(10)			210
NON-CURRENT PROVISIONS	90,464	8,575	(16,543)	(3,059)	149	79,587
Provisions for retirment payments (-1year)	1,025	0	(190)			835
Provisions for disputes and litigations (-1year)	1,633	4,235	(711)	118		5,275
CURRENT PROVISIONS	2,658	4,235	(901)	118	-	6,110
TOTAL PROVISIONS	93,122	12,810	(17,444)	(2,941)	149	85,697

8.16. End-of-career payments

Commitments in respect of defined-benefit retirement schemes are provisioned in the balance sheet. They are determined using the projected unit credit method based on actuarial valuations carried out at each annual closing date.

The assumptions used for the actuarial calculations of the defined-benefit retirement are reviewed annually.

Net liabilities revaluations for defined benefits schemes are accounted for under Other comprehensive income; including mainly actuarial gain and loss due to change in actuarial hypothesis and adjustments linked to experience.

For defined-benefit schemes financed through external management (pension funds or insurance contracts), the excess or shortfall in the fair value of assets compared to the present value of obligations is recognized in assets or liabilities.

Under IAS 19 "Employee benefits", expenses accounted within the Operating Income include service costs and any change, reduction or liquidation of schemes. Impacts of dediscounting of actuarial debt and interest income from assets are accounted for under Other Financial Expenses and Income. Interest income from hedging are computed using the discounted rate used for Defined benefit schemes.

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	IAS19R 12/31/2019	IAS19R 12/31/2018
Assumptions		
Discount rate (including inflation)	0.90%	1.60%
Rate of salary increase	2.55%	2.55%
Change in commitment		
Commitment at the beginning of the period	31,772	30,816
Service costs over the period	1,873	3,139
Translation adjustment	12	27
Interest expense	536	458
Acquisitions / Disposals	140	(1,066)
Actuarial losses (gains) on the commitment	1,723	859
Benefits paid	(855)	(2,461)
COMMITMENT AT THE END OF PERIOD	35,201	31,772
Change in assets		
Fair value of assets at the beginning of the period	2,065	2,246
Interest income	45	38
Actuarial gains (losses) on the asset		(33)
Acquisitions / Disposals		(186)
VALUE OF ASSETS AT THE END OF PERIOD	2,110	2,065
Expense for the period		
Service cost over the period	1,873	3,139
Translation adjustment	12	27
Net cost of interest	491	420
EXPENSE (INCOME)	2,376	3,586
Other items of comprehensive income		
Stock of actuarial adjustment on OCI at the beginning of the period	3,415	2,523
Actuarial losses (gains) generated on commitment	1,723	892
LOSSES (GAINS) RECOGNIZED IN OTHER COMPREHENSIVE INCOME	**5,138**	**3,415**
Change in provision		
Provision at the beginning of the period	(29,707)	(28,570)
(Expense) / Income	(2,364)	(3,559)
Translation adjustment	(12)	(27)
Actuarial adjustments generated	(1,723)	(892)
Acquisitions / Disposals	(140)	1,066
Benefits paid directly by the employer	855	2,275
PROVISION AT THE END OF THE PERIOD	**(33,091)**	**(29,707)**
Sensitivity		
Discount rate		
Commitment with an increase of +0.25%	33,507	30,305
Expense with an increase of +0.25%	3,285	3,168
Commitment with a decrease of -0.25%	35,995	32,581
Expense with a decrease of -0.25%	3,418	3,301
Salary increase rate		
Commitment with an increase of +0.25%	35,997	32,591
Expense with an increase of +0.25%	3,513	3,390
Commitment with a decrease of -0.25%	33,500	30,290
Expense with a decrease of -0.25%	3,195	3,086


Optical fibre connection in Bordeaux (33)


Voussoir manufacturing plant in Limoges-Fourches (77)

8.17. Other current liabilities

	12/31/2019	12/31/2018
Social security payables	91,849	79,917
Tax payables	209,165	176,706
Contract liabilities	86,409	56,226
Loans and advances to silent partnerships and others	1,839	7,395
Other liabilities	19,360	22,764
OTHER CURRENT LIABILITIES	**408,622**	**343,008**

(*) See note 8.18 « Additional information on construction contracts and Change in accouting method 8.18.2»

8.18. Additional information on construction contracts

8.18.1. Accouting principles

The Group recognises income and expenses on construction contracts according to the percentage of completion method defined by IFRS 15 «Revenue from contracts with customers».

For the Group, progress is generally determined based on percentage of physical or cost completion.

If the forecast completion shows a deficit, a provision is recognised separately from the project progress, according to the best estimate of the forecast results including, if applicable, the rights to additional payments or claims, if they are probable and may be assessed in a reliable way. Provisions for losses on completion are presented in balance sheet liabilities (note Provisions).

Trade receivables represent an unconditional right for the Group to receive cash from the customers, when the goods and services promised in the contract have been supplied.

Contract assets represent the right, for the Group, to obtain a counterparty in exchange for goods or services provided to customers, when this right depends on factors other than time; this may be invoices to be established and guarantee holdbacks.

Contract liabilities represent the Group's obligations to provide a customer with goods or services for which a counterparty has been received from the customer; this may be advances received and deferred income.

8.18.2. Contract assets and Contract liabilities

Change in accounting method for the recognition of contract liabilities

In application of IFRS 15 on the recognition of liabilities for construction contracts, for each individual contract, the work invoiced in advance was offset by the contract assets (trade receivables).

Thus, the consolidated balance sheet at 31 December 2018 was restated as follows:

Impacts on Balance Sheet Item	2018 Reported	Change in accounting method	2018 Restated
Trade receivables	870,029	(113,040)	756,989
Advances and deposits received	79,770	20,587	100,357
Other current liabilities	476,635	(133,627)	343,008

Impacts on the Detail of Other Current Liabilities	2018 Reported	Change in accounting method	2018 Restated
Gross Amounts payable to customers	159,289	(113,040)	46,249
Deferred income	30,564	(20,587)	9,977
CONTRACT LIABILITIES			**56 226**

Impacts on Contract Assets and Liabilities	2018 Reported	Change in accounting method	2018 Restated
Contract Assets	230,965	(113,040)	117,925
Contract Liabilities	269,623	(113,040)	156,583

The consolidated balance sheet at 12/31/2019 includes the following items:

	12/31/2019	12/31/2018
Contract Assets	219,026	117,925
Contract Liabilities	241,676	156,583

8.18.3. Commitments given and received for construction contracts

The Group grants and receives guarantees as part of these contracts. The amount of guarantees given below mainly includes guarantees on works contracts, issued by financial institutions or insurance companies.

In millions of euros	12/31/2019	12/31/2018
Holdback	371	335
Flat-rate advance	122	108
Completion	180	98
Payment guarantee	139	105
Quarry rehabilitation	8	7
Submission guarantee	8	7
GUARANTEES GIVEN	**828**	**661**
Market sureties	132	129
Supplier guarantees	7	11
GUARANTEES GIVEN	**139**	**139**

8.18.4. Order backblog

The order backlog at 31 December 2019 amounted to €4.1 billion, up 3% compared to the Group's order backlog at 31 December 2018.

8.18.5. Income from operating activities

	12/31/2019	12/31/2018
Amount of income recorded on construction contracts in respect of the financial year	2,497,881	2,028,293

Development of Réguillon street in Villeurbanne (69)

8.18.6. Segment information

In millions of euros	12/31/2019					
	Regional multi-expertises activities	Multi-expertise major projects	Specialist french Subsidiaries	International	Eliminations	Total
Income from operating activities	1,011	417	807	262		2,497
Inter-segment sales	3		26		(29)	-
TOTAL	**1,014**	**417**	**833**	**262**	**(29)**	**2,497**
Operating income from ordinary activities	31,8	24,5	8,4	3,7		68,4
Operating income						46,4

In millions of euros	12/31/2018					
	Regional multi-expertises activities	Multi-expertise major projects	Specialist french Subsidiaries	International	Eliminations	Total
Income from operating activities	863	211	674	280		2,028
Inter-segment sales	1		29		(30)	-
TOTAL	**864**	**211**	**703**	**280**	**(30)**	**2,028**
Operating income from ordinary activities	24,7	1,7	13,4	8,5		48,3
Operating income						42,5

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8.19. Other income from activities

Recognition of other income from activities gathers together mainly equipment sales, studies and fees.

Other Income from activities include also financial revenue from NGE Concessions activities.

	12/31/2019	12/31/2018
Other income from activities	46,393	35,118
Income from sale of equipment	3,636	11,794
OTHER INCOME FROM ORDINARY ACTIVITIES	**50,029**	**46,912**

8.20. External expenses

	12/31/2019	12/31/2018
Subcontracting	421,100	301,844
Purchases not held in inventory	145,700	141,286
Other services (leases, temporary work etc)	683,024	567,819
EXTERNAL EXPENSES	**1,249,824**	**1,010,949**

8.21. Other operating income and expense

This item comprises the unusual other operating income and expense, that the Group presents separately in the profit and loss, in order to facilitate the operational performance understanding.

That includes notably, charges and provision regarding risk or litigation which have a particular character and a significant materiality regarding the current Group activity. Those charges and provisions reached 8.3 million of euros in 2019.

This item comprises following specific operations:

- FCPE
  In accordance with the authorisation granted by the Partners' General Meeting on 25 June 2019, NGE purchased 162,946 class A shares and transferred the said shares to the «NGE Actionnariat Relais 2019» FCPE approved by the AMF on 16 May 2019. Employees benefited from a discount on the share price and an additional contribution. The related expense is presented in Other operating income and expenses.

- Goodwill impairment
  The impairment test lead to record an impairment amounted to 10 millions of euros on the "Specialized National Subsidiaries" CGU.

	12/31/2019	12/31/2018
FCPE	(3,886)	(3,172)
Acquisitions expenses External growth	(8,300)	(19,900)
Losses on pre-acquisition worksite	(10,000)	(20,900)
Goodwill impairment losses		39,854
Other	233	(1,706)
OTHER OPERATING INCOME AND EXPENSE	**(21,953)**	**(5,824)**

8.22. Cost of net financial debt

	12/31/2019	12/31/2018
Income from cash and cash equivalents	55	62
Interest on bank borrowings	(6,875)	(6,523)
Interest on leasing and other debt	(3,598)	(3,196)
COST OF NET FINANCIAL DEBT	**(10,418)**	**(9,657)**

8.23. Other financial income and expenses

	12/31/2019	12/31/2018
Income from equity interests	150	443
Other financial income and expenses	487	(666)
Exchange differences	(786)	591
OTHER FINANCIAL INCOME AND EXPENSES	**(149)**	**368**

8.24. EBITDA

	12/31/2019	12/31/2018
Operating income from ordinary activities	68,390	48,322
Net depreciation and amortization	105,043	76,183
Net book value of disposals	4,979	6,175
EBITDA	**178,412**	**130,680**

8.25. Equity and Earnings per share

Share capital

At December 31, 2019, share capital is composed of 6,572,507 shares fully paid of 8 euros per nominal value and is amounted to 52 580 056 euros.

Given the capital decrease on 6 February 2020, described in note 7.1, shareholders' equity comprises 6,025,011 shares with a par value of €8 each, amounting to €48,200,088.

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Earnings per share

Basic earnings per share are calculated by dividing the income attributable to holders of ordinary shares in the parent company by the weighted average number of outstanding ordinary shares during the period.

For diluted earnings per share, the income attributable to holders of ordinary shares in the parent company and the weighted average number of outstanding shares are adjusted for the impact of all potentially dilutive equity instruments. There is no dilutive instruments at December 31, 2019.

	12/31/2019	12/31/2018
Net income attributable to owners of the parents (a)	23,393	25,479
Weighted average number of shares (c)(*)	6,025,011	6,572,507
Weighted average number free shares	-	-
Weighted average number of theoretical equity instruments (e)	6,025,011	6,572,507
EARNINGS PER SHARE (EUROS) (A/C)	**3.88**	**3.88**
DILUTED EARNINGS PER SHARE (EUROS) (A/E)	**3.88**	**3.88**

(*) Given the capital decrease of 6 February 2020 described in note 7.1

8.26. Related party transactions

		12/31/2019		12/31/2018	
In millions of euros	**Type**	**Receivables (debts)**	**Income (expense)**	**Receivables (debts)**	**Income (expense)**
Concessions and PPPs	Loan	23.9	1.1	1.1	0.4
Other associates	Current account	7.5	0.1	17.0	0.1
Managing bodies	Total cost		(9.4)		(9.1)

8.27. Off-balance sheet commitments

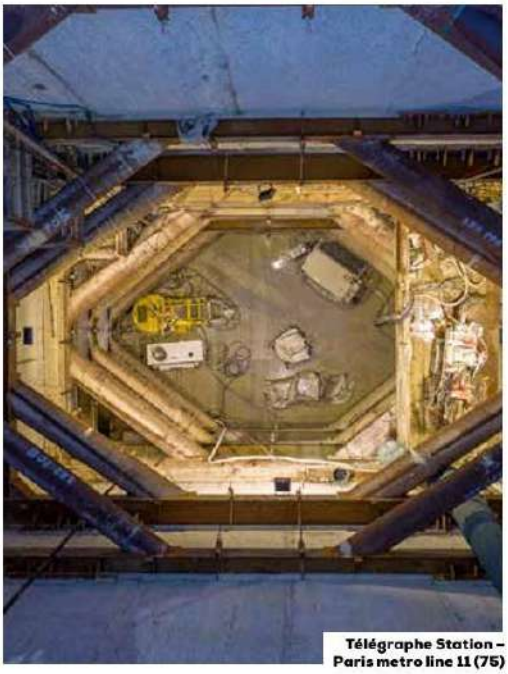
In millions of euros	12/31/2019	12/31/2018
Contract guarantees	828	661
Other sureties	319	299
TOTAL COMMITMENTS GIVEN	**1,147**	**960**
Deposits, guarantees and sureties held	187	183
TOTAL COMMITMENTS HELD	**187**	**183**

8.28. Headcount

	12/31/2019	12/31/2018
Senior management	2,200	2,023
Junior management	3,804	3,399
Other management	7,048	6,287
AVERAGE WORKFORCE	**13,052**	**11,709**

8.29. Wages and social charges

	12/31/2019	12/31/2018
Gross compensation	396,065	357,132
Competitiveness and jobs tax credit	-	(12,242)
Social charges	197,161	186,525
Incentive and profit-sharing plans	15,361	10,855
PERSONAL COSTS	**608,587**	**542,270**
Retirement payments	1,873	3,139



Télégraphe Station – Paris metro line 11 (75)

List of consolidated companies

Company	Head office	Form	SIRET	12/31/2019 Method	12/31/2019 % Interest	12/31/2018 Method	12/31/2018 % Interest
NGE	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	504 124 801 00029	Parent	100	Parent	100
ABTP BIARD	ZA Vallade 24100 BERGERAC	SAS	423 753 565 00013	Fully consolidated	100	Fully consolidated	100
AGILIS	245 Allée du Sirocco - ZA la Cigalière IV 84250 LE THOR	SAS	443 222 328 00025	Fully consolidated	100	Fully consolidated	100
ALBEA EXPLOITATION	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	538 012 881 00016	Fully consolidated	50	Fully consolidated	50
ANGEL	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	813 767 035 00013	Fully consolidated	100	Fully consolidated	100
ANTARES PARTICIPATIONS	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	813 767 209 00014	Fully consolidated	100	Fully consolidated	100
ARENA 86	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	853 313 443 00014	Equity Method	17,50	-	-
ARTES	534, rue Marius Petipa 34080 MONTPELLIER	SARL	438 395 071 00030	Fully consolidated	100	Fully consolidated	100
ATELIER POUR LA MAINTENANCE DES ENGINS MOBILES	Parc d'Activités Coriolis TGV Rue Evariste Galois 71210 MONTCHANIN	SAS	811 342 146 00016	Equity Method	17,18	Equity Method	17,18
AUDE AGREGATS	Chemin de la Caunette 11600 LASTOURS	SAS	304 636 137 00024	Fully consolidated	35	Fully consolidated	35
AUDE BÉTON	ZA Batipôle 11300 ST-MARTIN-DE-VILLEREGLAN	SAS	353 943 954 00027	Fully consolidated	35	Fully consolidated	35
AUDE RECYCLAGE	RN 113 Montorgeuil 11000 CARCASSONNE	SAS	798 494 621 00013	Equity Method	17,33	Equity Method	17,33
AXE12	12 Place du Palais 61000 ALENÇON	SAS	531 915 098 00010	Fully consolidated	50	Fully consolidated	50
BARAZER TP	ZA de Restavy - Rue Jean Brito 56 240 PLOUAY	SAS	353 607 294 00041	Fully consolidated	100	Fully consolidated	100
BERENGIER DÉPOLLUTION	Lieu-dit La Perière 49170 SAINT-GERMAIN-DES-PRÉS	SAS	413 395 104 00057	Fully consolidated	100	Fully consolidated	100
BERGERAC MATÉRIAUX ET VALORISATION	Rue Louis Armand ZI de Camp Réael BP 628 24106 BERGERAC	SARL	812 720 415 00015	Equity Method	25	Equity Method	25
BRIGNOLES LIBERTÉ LOT 2	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SCCV	852 279 355 00014	Fully consolidated	100	-	-
BROUTIN TP	Zone Industrielle 62440 HARNES	SAS	789 188 349 00029	Fully consolidated	100	Fully consolidated	100
CALCAIRES CATALANS	Route d'Opoul Carrière de Sarrat de la traverse 66600 SALSES-LE-CHÂTEAU	SAS	791 851 900 00013	Fully consolidated	50	Fully consolidated	50
CALCAIRES DU BITERROIS	Lieudit Garrigue de Bayssan 34500 BÉZIERS	SAS	514 743 574 00014	Equity Method	50	Equity Method	50
CALCAIRES DU DIJONNAIS	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	788 588 358 00010	Fully consolidated	74	Fully consolidated	74
CARDINAL ÉDIFICE	Zone Artisanale 35330 MERNEL	SAS	950 033 555 00026	Fully consolidated	100	Fully consolidated	100
CARRIÈRE DE BAYSSAN	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	413 838 020 00043	Fully consolidated	100	Fully consolidated	100
CARRIÈRE DE BOULBON	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	438 796 252 00015	Fully consolidated	100	Fully consolidated	100
CAZAL	8 Zone de Cardona 11410 SALLES-SUR-L'HERS	SAS	313 211 864 00027	Fully consolidated	100	Fully consolidated	100
CORRÈZE ENROBÉS	ZI Tulle Est 19000 TULLE	SARL	400 002 218 00018	Equity Method	43	Equity Method	43
EGENIE	295, rue Fontfillol Lot B - ZAC des Cadaux 81370 SAINT-SULPICE	SAS	440 856 292 00022	Fully consolidated	100	Fully consolidated	100
EGYFRAIL	62 Ahmed Afifi St. - Media City AGOUZA	SA	54517	Fully consolidated	49	Fully consolidated	49
EHTP	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	439 987 405 00024	Fully consolidated	100	Fully consolidated	100

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Company	Head office	Form	SIRET	12/31/2019 Method	12/31/2019 % Interest	12/31/2018 Method	12/31/2018 % Interest
ERBIUM	9200, Voie des Clouets 27100 VAL-DE-REUIL	SAS	819 099 169 00016	Fully consolidated	50	Fully consolidated	50
EXTER	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	453 453 045 00016	Fully consolidated	50	Fully consolidated	50
FONCIÈRE DES ALPILLES	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	401 065 321 00036	Fully consolidated	100	Fully consolidated	100
FRASCA	12, rue Eugène Freyssinet 77500 CHELLES	SAS	572 062 859 00036	Fully consolidated	100	Fully consolidated	100
FUTURARENA	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	852 864 404 00011	Fully consolidated	100	-	-
FVF	Chemin du Corps de Garde 77500 CHELLES	SAS	483 288 163 00015	Fully consolidated	100	Fully consolidated	100
GARLABAN FINANCES	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	834 178 394 00013	Fully consolidated	100	Fully consolidated	100
GÉNÉRALE ROUTIÈRE	Route Oasis – Rue n°3 – n°6 Quartier Oasis – Oasis Sud 20420 CASABLANCA	SA de droit marocain	RCS Casablanca 89363	Fully consolidated	100	Fully consolidated	100
GIPERAIL	38/44, rue Jean Mermoz T 78600 MAISONS-LAFFITTE	SNC	413 173 238 00044	Fully consolidated	50	Fully consolidated	50
GME ENROBÉS	Parc d'Activités du Peuras 498 Avenue du Peuras 38210 TULLINS	SAS	843 958 505 00011	Fully consolidated	54	Fully consolidated	100
GMS ENROBÉS	Parc d'Activités du Peuras 498 Avenue du Peuras 38210 TULLINS	SAS	482 029 303 00021	Fully consolidated	54	Fully consolidated	54
GRANULATS DE L'EST	8 Chemin Barbier 97412 BRAS PANON	SAS	800 730 673 00020	Equity Method	35	Equity Method	35
GUINTOLI	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	447 754 086 00018	Fully consolidated	100	Fully consolidated	100
HOLDING MAURI	11250 COUFFOULENS	SAS	418 598 306 00011	Fully consolidated	35	Fully consolidated	35
HOLDING SLD-ERA	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	498 538 628 00013	Fully consolidated	100	Fully consolidated	100
HOLDING TPRN	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	513 281 907 00016	Fully consolidated	100	Fully consolidated	100
ILA CATALA DÉVELOPPEMENT	Hôtel de Ville – Boulevard du 14 Juillet 66420 LE BARCARES	SEMOP	841 062 342 00016	Equity Method	28	Equity Method	28
JAUMONT FINANCES	Ecart Saint Hubert Malancourt-la-Montagne 57360 AMNEVILLE	SAS	801 465 352 00020	Fully consolidated	89.55	Equity Method	49.25
LA CHAMPENOISE	La Champagne 24270 SAINT-CYR-LES-CHAMPAGNES	SAS	307 013 938 00013	Fully consolidated	65	Fully consolidated	65
LA PLANÈZE RD 926	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	823 827 357 00018	Fully consolidated	100	Fully consolidated	100
LA SAGNE AMÉNAGEMENT	26 Rue Aristide Boucicaut 11100 NARBONNE	SAS	852 897 537 00019	Equity Method	20	-	-
LACIS	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	513 027 821 00018	Fully consolidated	100	Fully consolidated	100
LAGARRIGUE	Place de la République 12300 FIRMI	SAS	426 680 187 00017	Fully consolidated	100	Fully consolidated	100
LE CHÊNE CONSTRUCTIONS	ZA de la Landelle – 5, rue des Echanges 56200 LA GACILLY	SAS	388 190 845 00031	Fully consolidated	100	Fully consolidated	100
LES CARRIÈRES DES PUYS	63230 SAINT-PIERRE-LE-CHASTEL	SAS	488 725 995 00010	Equity Method	30	Equity Method	30
LES CLÉS DE SAINT LYS	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SCI	753 229 863 00026	Fully consolidated	95	Fully consolidated	95
LES ÉNERGIES DE LA CITÉ	Chemin de la Lalette 65000 TARBES	SAS	824 391 460 00014	Equity Method	30	Equity Method	30
LES LIANTS DE L'ESTUAIRE (LSE)	Zone Industrielle du Havre Sandouville 76430 SAINT-ROMAIN-DE-COLBOSC	SARL	344 110 572 00015	Equity Method	39	Equity Method	39
LSO	Lacombe 19100 BRIVE-LA-GAILLARDE	SAS	381 801 844 00014	Fully consolidated	100	Fully consolidated	100

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				12/31/2019		12/31/2018	
Company	**Head office**	**Form**	**SIRET**	**Method**	**% Interest**	**Method**	**% Interest**
LOSANGE EXPLOITATION	9200 Voie des Clouets 27100 VAL-DE-REUIL	SAS	831 268 156 00013	Fully consolidated	50	Fully consolidated	50
LPF TP	Rue des Queyries 33100 BORDEAUX	SAS	433 689 510 00025	Fully consolidated	100	Fully consolidated	100
MAINTENANCE TARBES CONTOURNEMENT (MTC)	30, avenue de Larrieu 31081 TOULOUSE Cedex 1	SAS	523 458 529 00014	Equity Method	50	Equity Method	50
MARMIN TP	Rue des Verrotières – ZI des Dunes 62100 CALAIS	SAS	810 185 025 00014	Fully consolidated	100	Fully consolidated	100
MAURI	Le Village 11250 COUFFOULENS	SAS	302 221 445 00018	Fully consolidated	35	Fully consolidated	35
MEDRAIL	Burjuman Business tower Bur Dubai DUBAI (UAE)	SA		Fully consolidated	50	Fully consolidated	50
MENUISERIE CARDINAL	Les Rochelles 35330 MAURE-DE-BRETAGNE	SAS	500 808 845 00035	Fully consolidated	100	Fully consolidated	100
METRICRAIL	38/44, rue Jean Mermoz T 78600 MAISONS-LAFFITTE	SARL	453 685 307 00036	Fully consolidated	50	Fully consolidated	50
MIRE	12, rue Eugène Freyssinet 77500 CHELLES	SAS	432 623 130 00049	Fully consolidated	100	Fully consolidated	100
MISTRAL FINANCES	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	812 189 512 00013	Fully consolidated	100	Fully consolidated	100
MONESTIER FINANCES	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	834 174 641 00011	Fully consolidated	100	Fully consolidated	100
MULLER TP	Domaine de Sabre 57420 COIN-LES-CUVRY	SAS	447 754 235 00037	Fully consolidated	100	Fully consolidated	100
NGE AUTOROUTES	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	834 152 001 00014	Equity Method	10	Equity Method	10
NGE CONCESSIONS	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	789 270 360 00017	Fully consolidated	100	Fully consolidated	100
NGE CONTRACTING	Centre d'affaires Edouard VII 20, rue de Caumartin 75009 PARIS	SAS	789 570 009 00017	Fully consolidated	100	Fully consolidated	100
NGE CONTRACTING (COLOMBIE)	Calle 75 No 3 - 53, de la ciudad Bogotà BOGOTA	SAS	02985245	Fully consolidated	100	-	-
NGE CONTRACTING (CÔTE D'IVOIRE)	ABIDJAN MARCORY BIETRY, Zone 4 Boulevard de Marseille ABIDJAN	SAS	2018832375	Fully consolidated	100	Fully consolidated	100
NGE CONTRACTING (URUGUAY)	1429 Circunvalacion Durango 2D MONTEVIDEO	SA	217540230011	Fully consolidated	100	Fully consolidated	100
NGE CONTRACTING LLC	Rufaa Tower, Al Meena Street DOHA	SARL	CR no/24722	Fully consolidated	69.8	Fully consolidated	69.8
NGE ÉNERGIES NOUVELLES	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	513 316 018 00011	Fully consolidated	100	Fully consolidated	100
NGE FONDATIONS	29, rue des Tâches 69800 SAINT-PRIEST	SAS	348 099 987 00029	Fully consolidated	100	Fully consolidated	100
NGE GÉNIE CIVIL	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	487 469 330 00012	Fully consolidated	100	Fully consolidated	100
NGE INFRANET	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	501 241 624 00045	Fully consolidated	100	Fully consolidated	100
NGE SAUDI ARABIA	Sheikh Abdullah Al Angari Street Al Worood District - P.O. Box 61295 RIYADH 11565	LLC	Limited Liability Company	Fully consolidated	54	Fully consolidated	54
NICOLO	Route de la Baronne ZA St Esteve 06640 SAINT-JEANNET LES PLANS	SAS	408 822 757 00022	Fully consolidated	100	Fully consolidated	100
OFFROY	12 rue Eugène Freyssinet 77500 CHELLES	SAS	745 751 693 00037	Fully consolidated	100	Fully consolidated	100
OLICHON	Rue Jules Védrines Zone Industrielle de Keryado 56100 LORIENT	SAS	865 500 052 00010	Fully consolidated	100	Fully consolidated	100

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Company	Head office	Form	SIRET	12/31/2019 Method	12/31/2019 % Interest	12/31/2018 Method	12/31/2018 % Interest
P2R	4, rue des Frères Lumières 69330 MEYZIEU	SARL	421 063 074 00023	Equity Method	21,5	Equity Method	21,5
PASS	22 bis, rue de Romainville 03300 CUSSET	SAS	401 528 971 00013	Fully consolidated	55	Fully consolidated	55
PEVERAIL	Chemin du Corps de Garde Zone Industrielle 77500 CHELLES	SNC	432 549 590 00011	Fully consolidated	50	Fully consolidated	50
PLATE-FORME	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SARL	443 642 731 00014	Fully consolidated	100	Fully consolidated	100
PLATE-FORME MAROC	CASABLANCA Zone Industrielle Sapino - Lot 854 20240 NOUACEUR	SARL	RCS Casablanca 342857	Fully consolidated	100	Fully consolidated	100
PORT-ADHOC	14, avenue de l'Opéra 75001 PARIS	SAS	478 972 649 00014	Equity Method	16,46	Equity Method	27,63
POSOCCO	Plaine Villalbe Basse 11090 VILLALBE	SAS	651 850 349 00036	Fully consolidated	35	Fully consolidated	35
RAILSOURCE LIMITED	Units 25-03 China Insurance Group Building 141 Des Voeux Road Central HONG KONG	SA	849 455	Fully consolidated	100	Fully consolidated	100
REHACANA	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	501 698 153 00019	Fully consolidated	100	Fully consolidated	100
ROCS	9, rue Sully Prud'hommes ZI N°3 97420 LE PORT	SAS	352 272 439 00030	Fully consolidated	100	Fully consolidated	100
SABLIÈRES DE BRAM (Les)	Lieu-dit Le Pigné 11290 MONTRÉAL	SAS	521 103 507 00021	Fully consolidated	67,5	Fully consolidated	67,5
SABLIÈRE DE LA SALANQUE	Route d'Opoul D5 Sarrat de la Traverse 66600 SALSES-LE-CHATEAU	SAS	624 200 804 00042	Fully consolidated	50	Fully consolidated	50
SAGE S RAIL	295, rue Fontfillol - ZAC Les Cadaux 81370 SAINT-SULPICE	SAS	532 596 418 00022	Fully consolidated	100	Fully consolidated	100
SAPAG	Rue du Maréchal de Lattre de Tassigny 59170 CROIX	SAS	793 165 341 00017	Equity Method	33,2	Equity Method	33,2
SCI LA SALANQUE	Route d'opoul 66600 SALES-LE-CHATEAU	SCI	479 466 245 00038	Fully consolidated	100	-	-
SCI LES CADAUX	295, rue Fontfillol Lot B – ZAC Les Cadaux 81370 SAINT-SULPICE	SCI	749 935 904 00021	Fully consolidated	100	Fully consolidated	100
SDBE	Centre d'affaires Edouard VII 20, rue de Caumartin 75009 PARIS	SAS	419 921 200 00038	Fully consolidated	100	Fully consolidated	100
SEGAUTO	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	513 027 920 00018	Fully consolidated	100	Fully consolidated	100
SEHB	730, rue de la Calatière ZI Ouest 01100 VEYZIAT	SAS	799 786 496 00015	Fully consolidated	80,1	Fully consolidated	80,1
SERFOTEX	Lieu-dit La Perière 49170 SAINT-GERMAIN-DES-PRÉS	SAS	402 969 117 00041	Fully consolidated	100	Fully consolidated	100
SGL	Le Griffolet 19270 USSAC	SAS	424 034 056 00020	Fully consolidated	95	Fully consolidated	95
SIFEL	12, rue Eugène Freyssinet 77500 CHELLES	SAS	385 045 091 00035	Fully consolidated	100	Fully consolidated	100
SIORAT	Le Griffolet 19270 USSAC	SAS	676 820 137 00054	Fully consolidated	100	Fully consolidated	100
SLD TP	Pôle Industriel Toul Europe - Secteur B 610, rue Marie Marvingt 54200 TOUL	SAS	329 702 773 00030	Fully consolidated	100	Fully consolidated	100
SNPT	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	753 158 666 00028	Fully consolidated	100	Fully consolidated	100
SOC	Avenue de Pagnot Lieudit Magudas 33160 SAINT-MÉDARD-EN-JALLES	SAS	449 336 924 00013	Fully consolidated	100	Fully consolidated	100

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Michel GALAINE
Cour d'Appel de Montpellier

COMMISSARIAT AUX COMPTES
TALENZ ARES AUDIT
Cour d'Appel de Nîmes

Company	Head office	Form	SIRET	12/31/2019 Method	12/31/2019 % Interest	12/31/2018 Method	12/31/2018 % Interest
SOCAL	11400 LABÉCÈDE-LAURAGAIS	SAS	382 184 315 00010	Fully consolidated	100	Fully consolidated	100
SOCIÉTÉ DES ENROBÉS GENEVOIS	Parc d'Activités du Peuras 498, avenue du Peuras 38210 TULLINS	SAS	808 303 044 00016	Fully consolidated	35	Fully consolidated	35
SOCIÉTÉS DES ENROBÉS CLERMONTOIS (S.E.C.)	ZAC du Chancet 63530 VOLVIC	SAS	812 397 602 00010	Equity Method	33	Equity Method	33
TCP RAIL Inc	Avenida Domingo Diaz – Entrada a Brisas DISTRITO DE SAN MIGUELITO PANAMA	SA	725 166	Fully consolidated	50	Fully consolidated	50
TP LYAUDET	ZA la Courtine 63820 SAINT-JULIEN-PUY-LAVÈZE	SAS	343 940 490 00018	Fully consolidated	100	Fully consolidated	100
TPRN	Zone Acticentre – Bâtiment G1 156/220, rue des Famards 59273 FRETIN	SAS	332 346 857 00029	Fully consolidated	100	Fully consolidated	100
TSO	Chemin du Corps de Garde 77500 CHELLES	SAS	747 252 120 00015	Fully consolidated	100	Fully consolidated	100
TSO CATÉNAIRES	Chemin du Corps de Garde 77500 CHELLES	SAS	432 455 764 00014	Fully consolidated	100	Fully consolidated	100
TSO-NGE MEXICO	Avenida Insurgentes sur NO.813 – Piso 2 Desp. 201-8 – Colonia Napoles MEXICO	SA	TME140702805	Fully consolidated	100	Fully consolidated	100
TSO RAIL UK	30 Independent Place, London E8 2HE LONDON	SARL	10056562	Fully consolidated	100	Fully consolidated	100
TSO SIGNALISATION	Chemin du Corps de Garde Zone Industrielle 77500 CHELLES	SAS	817 401 581 00019	Fully consolidated	100	Fully consolidated	100
TSO URUGUAY	1567, rue Rostong MONTEVIDEO	SA	15315	Fully consolidated	100	Fully consolidated	100
VAGLIO LUX	37, rue des Trois Cantons Grand Duché de Luxembourg L-3961 EHLANGE-SUR-MESS	SA	873 532	Fully consolidated	89.55	Equity Method	49.25
VAGLIO SAS	Écart de Saint Hubert 57360 MALANCOURT-LA-MONTAGNE	SAS	302 638 424 00028	Fully consolidated	89.55	Equity Method	49.25
VALSERHÔNE	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	818 381 675 00011	Fully consolidated	100	Fully consolidated	100
VGC	Écart de Saint Hubert 57360 MALANCOURT LA MONTAGNE	SAS	507 607 307 00018	Fully consolidated	94.78	Fully consolidated	77.5

Mayenne area in Laval (53)

Publication manager: NGE Direction Financière
Design / Production: EPOKA
Pictures supply: Photothèque NGE
Imprimerie LACROIX – Imprim'vert – April 2020

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TALENZ ARES AUDIT
Cour d'Appel de Nîmes

INSTITUT FIDUCIAIRE D'EXPERTISE COMPTABLE
Statutory auditor
770 rue Alfred Nobel
Synergie – Le Millénaire
34000 MONTPELLIER

TALENZ ARES AUDIT
Statutory auditor
26, boulevard Saint Roch
BP 278
84011 AVIGNON CEDEX 1

NGE

Simplified joint-stock company with share capital of € 47,561,128
Head office : Parc d'activité de Laurade
13103 SAINT ETIENNE DU GRES
RCS TARASCON 504 124 801

STATUTORY AUDITORS' REPORT
ON THE CONSOLIDATED FINANCIAL STATEMENTS

For the year ended December 31, 2020

This report contains 50 pages

STATUTORY AUDITORS' REPORT ON THE CONSOLIDATED FINANCIAL STATEMENTS

For the year ended December 31, 2020

To the Annual General Meeting of NGE

OPINION

In compliance with the engagement entrusted to us by your Annual General Meeting, we have audited the accompanying consolidated financial statements of NGE for the year ended December 31, 2020.

In our opinion, the consolidated financial statements give a true and fair view of the assets and liabilities and of the financial position of the Group as at December 31, 2020 and of the results of its operations for the year then ended in accordance with International Financial Reporting Standards as adopted by the European Union.

The audit opinion expressed above is consistent with our report to the Audit Committee.

BASIS FOR OPINION

Audit Framework

We conducted our audit in accordance with professional standards applicable in France. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Our responsibilities under those standards are further described in the *Statutory Auditors' Responsibilities for the Audit of the Consolidated Financial Statements* section of our report.

Independence

We conducted our audit engagement in compliance with independence rules provided for by the French Commercial Code and by the French Code of ethics for statutory auditors, for the period from January 1, 2020 to the date of issue of our report and in particular we have not provided services prohibited by Article 5 (1) of Regulation (EU) No 537/2014.

JUSTIFICATION OF ASSESSMENTS - KEY AUDIT MATTERS

Due to the global crisis related to the Covid-19 pandemic, the financial statements of this period have been prepared and audited under specific conditions. Indeed, this crisis and the exceptional measures taken in the context of the state of sanitary emergency have had numerous consequences for companies, particularly on their operations and their financing, and have led to greater uncertainties on their future prospects. Those measures, such as travel restrictions and remote working, have also had an impact on the companies' internal organization and the performance of the audits.

It is in this complex and evolving context that, in accordance with the requirements of Articles L.823-9 and R.823-7 of the French Commercial Code (code de commerce) relating to the justification of our assessments, we inform you of the key audit matters relating to risks of material misstatement that, in our professional judgment, were of most significance in our audit of the consolidated financial statements of the current period, as well as how we addressed those risks.

These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our opinion thereon. We do not provide a separate opinion on specific items of the consolidated financial statements.

Evaluation of Goodwill

Risk identified

Goodwill are included in the assets of the Group for a value of € 258 million and constitute a significant value of the consolidated assets as of December 31, 2020. Note 8.1 of the consolidated financial statements specifies how the goodwill and the depreciation of fixed assets were calculated:

- impairment testing of the carrying amount of goodwill is performed at least once a year and whenever there is an indication of loss of value ;
- these recoverable amounts are calculated using the methods described in Appendix 8.1, and include assumptions and detailed estimates, such as projections of future cash flows according to the 5-year business plans, the discount rates and the perpetual growth rate.

We considered the assessment of goodwill as a key issue of the audit in that it is sensitive to the estimates and assumptions made by management and may therefore have a significant impact on the financial statements.

Audit procedures implemented

Our work has focused primarily on:

- examining the appropriateness and consistency of the accounting policies and methods used;
- examining the documentation produced by management relating to impairment testing and evaluating whether it is compliant with all applicable standards;
- verifying the appropriateness of the approach used to determine cash generating units, whether the cash flow projections are reasonable and verifying the different parameters that define the discount rate applied;
- comparing projections for previous periods with the corresponding accomplishments to assess whether goals set in the past were achieved;
- examining whether the growth rate used was reasonable;
- conducting our own sensitivity analyses for changes to the basic assumptions;
- verifying the information given in the appendix to the consolidated financial statements.

Accounting for Construction Contracts

Risk identified
The Group recognizes income and expenses on construction contracts according to the percentage of completion method defined by IFRS 15.
For the Group, progress is generally determined based on percentage of physical or cost completion as defined in Note 8.18.
If the forecast completion shows a deficit, a provision is recognized separately from the project progress, according to the best estimate of the forecast results including, if applicable, the rights to additional payments or claims, if they are probable and may be assessed in a reliable way. Provisions for losses on completion are presented in balance sheet liabilities.

We considered the accounting for construction contracts as a key issue in the audit to the extent that recognition of revenue and profits is sensitive to estimates and assumptions made by management and may therefore have a material impact on the financial statements.

Audit procedures implemented
Our work has focused primarily on:

- review of the procedures and specific information systems established by the most important subsidiaries in terms of their contribution to revenue, and the monitoring of corresponding expenses;
- broad implementation of digital monitoring mechanisms in the tools used to monitor the execution of contracts;
- evaluation and testing of the design and implementation of key controls put in place at the Group's largest subsidiaries;
- based on our experience, conducting an overall assessment of the estimates and assumptions used to recognize revenue, profits and any potential provisions for loss-making contracts.
- verifying the information given in the appendices to the consolidated financial statements, in particular to ensure that notes 8.9 and 8.18 provide appropriate information on contract accounting and the methods used to recognize revenue.

SPECIFIC VERIFICATIONS

As required by law we have also verified in accordance with professional standards applicable in France the information pertaining to the Group presented in the management report of President.

We have no matters to report as to their fair presentation and their consistency with the consolidated financial statements.

REPORT ON OTHER LEGAL AND REGULATORY REQUIREMENTS

Format of the presentation of the consolidated financial statements intended to be included in the annual financial report

In accordance with Article 222-3, III of the AMF General Regulation, the Company’s management informed us of its decision to postpone the presentation of the consolidated financial statements in compliance with the European single electronic format as defined in the European Delegated Regulation No 2019/815 of 17 December 2018 to years beginning on or after January 1st, 2021. Therefore, this report does not include a conclusion on the compliance with this format of the presentation of the consolidated financial statements intended to be included in the annual financial report mentioned in Article L. 451-1-2, I of the French Monetary and Financial Code (code monétaire et financier).”

Appointment of Statutory Auditors

We were appointed as statutory auditors of NGE by legal status of April,28 2008 for TALENZ ARES AUDIT, and by the annual general meeting held on June 24, 2020, for IFEC.
As at December 31, 2020, TALENZ ARES AUDIT was in the 12th year of total uninterrupted engagement and IFEC in the 1st year of which respectively seven and one year since NGE became a public interest entity as defined by European rulings.

RESPONSIBILITIES OF MANAGEMENT AND THOSE CHARGED WITH GOVERNANCE FOR THE CONSOLIDATED FINANCIAL STATEMENTS

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with International Financial Reporting Standards as adopted by the European Union and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless it is expected to liquidate the Company or to cease operations.

The Audit Committee is responsible for monitoring the financial reporting process and the effectiveness of internal control and risks management systems and where applicable, its internal audit, regarding the accounting and financial reporting procedures.

The consolidated financial statements were approved by the President.

STATUTORY AUDITORS' RESPONSIBILITIES FOR THE AUDIT OF THE CONSOLIDATED FINANCIAL STATEMENTS

Objectives and audit approach

Our role is to issue a report on the consolidated financial statements. Our objective is to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with professional standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As specified in Article L.823-10-1 of the French Commercial Code (code de commerce), our statutory audit does not include assurance on the viability of the Company or the quality of management of the affairs of the Company.

As part of an audit conducted in accordance with professional standards applicable in France, the statutory auditor exercises professional judgment throughout the audit and furthermore:

- Identifies and assesses the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, designs and performs audit procedures responsive to those risks, and obtains audit evidence considered to be sufficient and appropriate to provide a basis for his opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtains an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the internal control.

- Evaluates the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management in the consolidated financial statements.

- Assesses the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. This assessment is based on the audit evidence obtained up to the date of his audit report. However, future events or conditions may cause the Company to cease to continue as a going concern. If the statutory auditor concludes that a material uncertainty exists, there is a requirement to draw attention in the audit report to the related disclosures in the consolidated financial statements or, if such disclosures are not provided or inadequate, to modify the opinion expressed therein.

- Evaluates the overall presentation of the consolidated financial statements and assesses whether these statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Obtains sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. The statutory auditor is responsible for the direction, supervision and performance of the audit of the consolidated financial statements and for the opinion expressed on these consolidated financial statements.

Report to the Audit Committee

We submit a report to the Audit Committee which includes in particular a description of the scope of the audit and the audit program implemented, as well as the results of our audit. We also report, if any, significant deficiencies in internal control regarding the accounting and financial reporting procedures that we have identified.

Our report to the Audit Committee includes the risks of material misstatement that, in our professional judgment, were of most significance in the audit of the consolidated financial statements of the current period and which are therefore the key audit matters that we are required to describe in this report.

We also provide the Audit Committee with the declaration provided for in Article 6 of Regulation (EU) N° 537/2014, confirming our independence within the meaning of the rules applicable in France such as they are set in particular by Articles L.822-10 to L.822-14 of the French Commercial Code (code de commerce) and in the French Code of Ethics (code de déontologie) for statutory auditors. Where appropriate, we discuss with the Audit Committee the risks that may reasonably be thought to bear on our independence, and the related safeguards.

Montpellier and Avignon, May 17, 2021
The Statutory auditors

INSTITUT FIDUCIAIRE D'EXPERTISE COMPTABLE	TALENZ ARES AUDIT
Xavier GALAINE Statutory auditor	Loïc TATIBOUET Statutory auditor


NGE
We are the New
Generations of
Entrepreneurs
Consolidated financial statements 2020
COMMISSARIAT AUX COMPTES
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TALENZ ARES
AUDIT
Cour d'Appel de Nîmes


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IFEC
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COMMISSARIAT AUX COMPTES
TALENZ ARES AUDIT
Cour d'Appel de Nîmes

Consolidated income statement

In thousands of euros	Note	12/31/2020	12/31/2019
Income from operating activities	8.18	**2,401,525**	**2,497,881**
Other income from activities	8.19	54,349	50,029
Purchases consumed		(448,240)	(490,106)
Personnel costs	8.29	(617,679)	(608,587)
External expenses	8.20	(1,195,887)	(1,249,824)
Taxes and levies		(28,492)	(28,164)
Amortization expenses		(109,274)	(100,381)
Provisions		(1,034)	(4,662)
Change in work-in-progress and finished products inventories		1,056	(1,875)
Other revenue and expense from current operating activities		(625)	4,077
OPERATING INCOME FROM ORDINARY ACTIVITIES		**55,701**	**68,388**
% of revenue		2.3%	2.7%
Other operating income and expense	8.21	(11,496)	(21,953)
OPERATING INCOME		**44,205**	**46,435**
Income from cash and cash equivalents		39	55
Gross borrowing cost		(11,455)	(10,473)
Cost of net financial debt	8.22	**(11,416)**	**(10,418)**
Other financial income and expenses	8.23	(294)	(149)
Share in net income of associates	8.4	175	74
Tax expense	8.7	(9,984)	(9,619)
NET INCOME		**22,686**	**26,325**
- Attributable to owners of the parent		19,760	23,393
- Non-controlling interests		2,926	2,932
EARNING PER SHARE ATTRIBUABLE TO COMPANY SHAREHOLDERS			
Earnings per share - Basic	8.25	3.32	3.88
Earnings per share - Diluted	8.25	3.32	3.88

COMMISSARIAT AUX COMPTES IFEC Cour d'Appel de Versailles

COMMISSARIAT AUX COMPTES TALENZ ARES AUDIT Cour d'Appel de Nîmes

Consolidated statement of comprehensive income

In thousands of euros	Note	12/31/2020	12/31/2019
CONSOLIDATED NET INCOME		**22,686**	**26,325**
Other comprehensive income that may not be recycled subsequently to net income			
Actuarial adjustments	8.16	(1,709)	(1,723)
Fixed assets revaluation		7,678	-
Tax on items that will not be subsequently reclassified to profit or loss		(3,359)	574
Other comprehensive income that may be recycled subsequently to net income			
Fair value change on hedging instruments	8.14	(599)	132
Translation adjustment		(698)	752
Tax on items that will not be subsequently reclassified to profit or loss	8.7	164	(46)
NET INCOME AND GAINS AND LOSSES RECOGNIZED DIRECTLY IN EQUITY		**24,163**	**26,014**
Comprehensive income attribuable to owners of the parent		21,262	22,874
Comprehensive income attribuable to non-controlling interests		2,901	3,140

As at 12/31/2020, no share of other items of comprehensive income for associates and joint ventures is recognised according to the equity method

The Pouch Viaduct (80)

COMMISSARIAT AUX COMPTES IFEC Cour d'Appel de Versailles

COMMISSARIAT AUX COMPTES TALENZ ARES AUDIT Cour d'Appel de Nîmes

Consolidated statement of financial position

Assets

In thousands of euros	Note	12/31/2020	12/31/2019
Goodwill	8.1	257,726	263,267
Concession intangible assets	8.2	4,741	5,091
Other intangible assets	8.2	9,271	6,410
Property, plant and equipment	8.3	324,655	317,387
Right-of-use of leased assets	8.3	165,702	168,880
Investments in associates	8.4	15,526	14,023
Available-for-sales financial assets	8.5	26,448	24,217
Other financial assets	8.5	75,732	75,269
Other non-current assets	8.6	2,227	8,521
Deferred tax assets	8.6	1,829	1,238
NON-CURRENT ASSETS		**883,857**	**884,303**
Inventories	8.8	56,768	48,897
Trades	8.9 - 8.18	866,184	883,178
Advance payments		21,957	6,499
Other current assets	8.10	245,578	205,566
Current tax assets		4,312	34
Cash and cash equivalents	8.11	716,830	414,470
CURRENT ASSETS		**1,911,629**	**1,558,644**
TOTAL ASSETS		**2,795,486**	**2,442,946**

▲ The Mayenne Viaduct

Equity and liabilities

In thousands of euros	Note	12/31/2020	12/31/2019
Issued share capital		47,761	52,580
Premiums		-	22,648
Reserves		213,808	208,097
Net income for the period		19,760	23,393
SHAREHOLDER'S EQUITY		**281,329**	**306,718**
Non-controlling interests		7,690	6,924
TOTAL EQUITY		**289,019**	**313,642**
Non-current debts	8.13	241,230	275,625
Non-current lease debts	8.13	63,229	67,270
Non-current provisions	8.15 - 8.16	87,513	85,890
Deferred tax liabilities	8.7	11,387	7,217
NON-CURRENT LIABILITIES		**403,359**	**436,002**
Current debts	8.13	346,372	74,296
Current lease debts	8.13	40,381	38,853
Bank overdrafts	8.11	253,947	249,333
Current Provisions	8.15 - 8.16	8,681	7,562
Advances and payments on account received	8.18	179,521	157,522
Trade payables		849,868	754,072
Other current liabilities	8.17 - 8.18	420,866	408,622
Current tax liabilities		3,472	3,041
CURRENT LIABILITIES		**2,103,108**	**1,693,301**
TOTAL EQUITY AND LIABILITIES		**2,795,486**	**2,442,946**

Consolidated cash flow statement

In thousands of euros	Note	12/31/2020	12/31/2019
CONSOLIDATED NET INCOME		**22,686**	**26,325**
Net amortization, depreciation and provisions		112,160	115,592
Other operating income and expenses		(3,355)	(6,519)
Gains and losses on disposals		3,296	4,234
Share in net income of associates	8.4	(175)	(74)
Dividends collected (Unconsolidated companies and investments under Equity method)		(100)	(150)
NET CASH PROVIDED BY OPERATING ACTIVITIES AFTER TAX		**134,512**	**139,408**
Tax expense (included deferred taxes)	8.7	9,984	9,618
NET CASH PROVIDED BY OPERATING ACTIVITIES BEFORE TAX		**144,496**	**149,026**
Change of tax payable		(7,019)	(6,936)
Change in WCR from operations	8.12	111,640	17,558
NET CASH FLOW FROM OPERATING ACTIVITIES		**249,117**	**159,648**
Disbursements related to acquisitions of property, plant and equipment and intagible assets	8.2 - 8.3	(81,537)	(92,060)
Receipts related to disposals of property, plant and equipment and intagible assets		15,182	5,459
Receipts / Disbursements related to acquisitions of financial assets	8.5	(4,907)	(11,049)
Impact of changes in Group structure		(1,874)	3,211
Dividends collected (Unconsolidated companies and investments under Equity method)		204	150
Changes in loans and advances granted		(39,026)	(34,273)
Change in amounts due to non-current assets suppliers	8.12	436	3,365
NET CASH FLOW FROM INVESTMENT ACTIVITIES		**(111,522)**	**(125,197)**
Dividends paid to shareholders of the parent		-	(12,751)
Dividends paid to non-controlling interests in consolidated companies		(2,135)	(3,290)
Repurchase and resale of treasury shares		(45,505)	-
Receipts from new borrowings	8.13	309,816	91,060
Repayment of borrowings	8.13	(66,956)	(54,033)
Repayments of lease debts	8.13	(32,970)	(33,286)
NET CASH FLOW FROM FINANCING ACTIVITIES		**162,250**	**(12,300)**
Impact of exchange rate fluctuations		(2,099)	(8)
CHANGE IN NET CASH		297,746	22,143
CASH AND CASH EQUIVALENTS AT THE BEGINNING OF THE PERIOD		165,137	142,994
CASH AND CASH EQUIVALENTS AT THE END OF THE PERIOD	8.11	462,883	165,137

Consolidated statement of changes in equity

In thousands of euros	Number of shares	Capital	Premiums	Reserves	Currency Translation Reserves	Net income for the period	Total Shareholder's equity	Reserves	Currency Translation Reserves	Net income for the period	Total non-controlling interests	Total Equity
	ATTRIBUABLE TO OWNERS OF NGE							NON-CONTROLLING INTERESTS				
POSITION AT DECEMBER 31, 2018	**6,572,507**	**52,580**	**22,648**	**194,700**	**(576)**	**25,479**	**294,831**	**3,858**	**(616)**	**3,013**	**6,255**	**301,086**
Allocation of net income for the period 2018				25,479		(25,479)	-	3,013		(3,013)	-	-
Net income for the period						23,393	23,393			2,932	2,932	26,325
Other of comprehensive income				(1,063)			(1,063)				-	(1,063)
Change on share capital							-				-	-
Dividends				(12,800)			(12,800)	(3,316)			(3,316)	(16,116)
Translation adjustment					549		549		213		213	762
Changes in Group structure				1,807			1,807	839			839	2,646
POSITION AT DECEMBER 31, 2019	**6,572,507**	**52,580**	**22,648**	**208,124**	**(27)**	**23,393**	**306,718**	**4,394**	**(403)**	**2,932**	**6,924**	**313,642**
Allocation of net income for the period 2019				23,393		(23,393)	-	2,932		(2,932)	-	-
Net income for the period						19,760	19,760			2,926	2,926	22,686
Other of comprehensive income				2,174			2,174				-	2,174
Change on share capital		(4,819)	(22,648)	(16,209)			(43,676)				-	(43,676)
Treasury shares				(1,829)			(1,829)				-	(1,829)
Dividends							-	(2,171)			(2,171)	(2,171)
Translation adjustment					(673)		(673)		11		11	(662)
Changes in Group structure				(1,145)			(1,145)				-	(1,145)
POSITION AT DECEMBER 31, 2020	**5,970,171**	**47,761**	**-**	**214,508**	**(700)**	**19,760**	**281,329**	**5,155**	**(392)**	**2,926**	**7,690**	**289,019**

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Notes to the consolidated financial statements

The financial statements of the NGE Group at 31 December 2020 detailing the activity of the NGE Group over the period from 1 January 2020 to 31 December 2020 were approved by the Chairman on 29 April 2021.

1. General information and key facts

1.1. General information

The consolidated financial statements at 31 December 2020 include NGE and its subsidiaries (together, the "Group"), and the Group's share of associates or jointly controlled entities.

The NGE Group's head office is located in Saint Etienne du Grès (Bouches-du-Rhône) – Parc d'activités de Laurade.

The capital of NGE SAS stands at €47,761,368 at 31 December 2020.

1.2. Key facts

• Health crisis

2020 is marked by the start of the Covid-19 epidemic, classified as a global pandemic on 11 March 2020. The first nationwide lockdown began on 17 March 2020.

All of NGE's projects in France were shut down on 17 March 2020, with the exception of a few emergency projects. The Group prioritised the health and safety of its employees and workers on its sites as well as business continuity of its essential activities. As a result, up to two thirds of French employees were placed on partial unemployment between 17 March and 11 May 2020.

The second lockdown in metropolitan France from 30 October 2020 to 15 December 2020 did not impact the Group's activity thanks to use of preventative measures.

Conservative measures were taken as soon as the pandemic occurred to preserve the Group's liquidity, in particular the cancellation of dividends and the postponement of share buyback-related transactions. The Group reinforced its liquidity line with a €200 million State-Guaranteed Loan issued on 30 June 2020.

The Group's financial performance indicators have not been modified, as the effects of the pandemic cannot be isolated and are distributed throughout the consolidated income statement. Under-activity led to a decrease in revenue and additional costs impacted the Operating Income from ordinary activities, in particular the costs of shutdowns and project restarts, capital costs of equipment, employee safety-related costs and personnel costs net of partial unemployment compensation.

• Capital transactions

On 6 February 2020, NGE carried out a €4.4 million capital reduction by cancelling shares held by Bpifrance Participations. The share capital of NGE was therefore reduced from €52,580,056 to €48,200,088 through the cancellation of 547,496 shares.

On 6 February 2020, NGE bought back 136,874 of its own shares from Bpifrance Participations with a view to transferring them to its employee shareholding programme (FCPE "NGE Actionnariat Relais 2020").

The FCPE 2020 programme ended on 15 December 2020. NGE transferred 111,844 shares to the FCPE "NGE Actionnariat Relais 2020". The balance of treasury shares not transferred to the FCPE, i.e. 25,030 shares, were deducted from shareholders 'equity. They were cancelled on 8 February 2021.

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• New funding

On 6 February 2020, in order to finance the capital reduction described above, NGE took out a €32.6 million loan backed by the property portfolio within its subsidiary Foncière des Alpilles.

Faced with the crisis, the Group has strengthened its liquidity line with a €200 million State-Guaranteed Loan issued on 30 June 2020, subscribed through its usual banking pool. In addition, given the Group's high level of liquidity, the €100 million revolving credit facility was not used in the second half of 2020 and was still available at 31 December 2020.

NGE also used its €42.3 million of its investment credit line to finance its investments in project equipment.

2. Standards and interpretations applied

The Group's consolidated financial statements for the periods ended 31 December 2020 and 31 December 2019, are prepared in accordance with the EU Regulation No. 1606/2002 of 19 July 2002, and comply with IFRS (International Financial Reporting Standards) standards and interpretations as adopted by the European Union at 31 December 2020 and available on the website: http://ec.europa.eu/finance/company-reporting/ifrs-financial-statements/index_fr.htm.

The accounting principles used at 31 December 2020 are the same as those used for the consolidated financial statements at 31 December 2019, with the exception of the standards and interpretations adopted by the European Union and applicable on a mandatory basis from 1 January 2020.

The Group has not applied the single electronic reporting format as defined by EU Delegated Regulation No. 2019/815 of 17 December 2018, applicable to fiscal years beginning on or after 1 January 2021.

2.1. New standards and interpretations applicable from 1 January 2020

The new standards and interpretations applicable, on a mandatory basis, from 1 January 2020, concern:

- amendments to IFRS 3 "Business combinations – Definition of an activity";
- amendments to IAS 1 and IAS 8 "Definition of the term 'material'";
- amendments to references to the conceptual framework in IFRS standards;
- amendments to IFRS 9 and IFRS 7 "Reform of benchmark interest rates";
- interpretation of IFRS IC relating to the assessment of the effective terms of leases and the depreciation of fixtures and fittings: The Group is aware of the IFRS IC decisions, published on 16 December 2019, on the assessment of lease terms for contracts that are renewable by tacit agreement or with no contractual end date. The IFRS IC confirms the need to determine the effective period, taking an economic view beyond the legal characteristics. The contracts concerned are mainly property leases. In addition, IFRS IC has also confirmed that the depreciation period for non -relocatable fixtures should not exceed the lease term.

These standards and interpretations, applicable on a mandatory basis, as of 1 January 2020 have no impact on the consolidated financial statements at 31 December 2020.

- amendments to IFRS 16 "Leases – Rental arrangements related to Covid-19" approved by the EU on 12 October 2020; its impact is not material on the consolidated financial statements at 31 December 2020.

2.2. Standards and interpretations adopted by the IASB but not applicable as of 31 December 2020

The Group did not anticipate any of the new standards and interpretations whose application is not mandatory on 1 January 2020.

- amendments to IAS 1 "Presentation of financial statements – Classification of liabilities as current and non-current liabilities";
- amendments to IAS 37 "Provisions, Contingent Liabilities and Contingent Assets – Onerous contracts, notion of costs directly related to the contract";
- amendments to IAS 16 "Property, plant and equipment – Recognition of revenue generated before commissioning";
- amendments to IFRS 3 "Business combinations – References to the conceptual framework";
- annual improvements from IFRS Cycle 2018-2020;
- amendments to IFRS 9, IAS 39, IFRS 7, IFRS 4, and IFRS 16 "Reform of reference rates – phase 2".

3. Consolidation methods

3.1. Consolidation scope and methods

The Group's consolidated financial statements are prepared at 31 December on the basis of the individual financial statements of the Group's subsidiaries at that date, restated to comply with Group standards.

Entries into, and deconsolidations from, the consolidation scope are carried out on the acquisition or disposal date, or for convenience reasons if their impact is not significant, on the basis of the last consolidated balance sheet date prior to the acquisition or disposal.

The rules adopted by the Group are as follows:

According to the provisions of **IFRS 10 "Consolidated Financial Statements"**, for all aspects relating to control and consolidation procedures under the full consolidation method, the notion of control of an entity is defined on the basis of three criteria:

- Power over the entity, i.e. the ability to direct the activities that have the greatest impact on its profitability;
- Exposure to the entity's variable returns, which may be positive, in the form of dividends or other economic benefits, or negative;
- And the link between power and these returns, i.e. the ability to exercise power over the entity to influence the returns obtained.

In practice, companies in which the Group directly or indirectly holds the majority of voting rights at Shareholders' Meetings, on the Board of Directors or within the equivalent management body, giving it the power to govern their operating and financial policies, are generally considered to be controlled and fully consolidated. To determine control, the Group performs an in-depth analysis of the governance established and an analysis of the rights held by the other shareholders in order to verify their purely protective nature.

When necessary, an analysis of the instruments held by the Group or third parties (potential voting rights, dilutive instruments, convertible instruments, etc.) which, if exercised, could change the type of influence exercised by each party, is also performed.

For certain infrastructure project companies operating under concession or under public-private partnership contracts in which NGE is not the only equity investor, in addition to the governance analysis established with each partner, the Group may need to study the terms of its sub-contracting contracts in order to verify that they do not confer additional powers likely to lead to a situation of control.

This most often concerns construction contracts and operation/maintenance contracts for concession facilities.

An analysis is carried out in the event of a specific event likely to have an impact on the level of control exercised by the Group (change in the distribution of the share capital of an entity, its governance, exercise of a dilutive financial instrument, etc.).

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According to the provisions of the standard **IFRS 11 "Joint Arrangements"**, joint control is established when decisions concerning the entity's predominant activities require the unanimous consent of the parties sharing control.

Partnerships are classified into two categories (joint ventures and joint operations) according to the nature of the rights and obligations held by each of the parties. This classification is generally established by the legal form of the legal vehicle used for the project.

- A joint venture is a partnership in which the parties (joint partners) that exercise joint control over the entity have rights to the net assets of the entity. Joint ventures are consolidated using the equity method.

- A joint operation is a partnership in which the parties (co-partners) have direct rights to the assets and direct obligations for the liabilities of the entity. Each co-partner must recognise its share of assets, liabilities, income and expenses in relation to its stake in the joint operation.

Most of the Group's partnerships correspond to joint activities by virtue of the legal form of the legal structures used, as in France, where the parties generally use the "société en participation" (SEP) to contract their joint operational activities.

In some cases, where the facts and circumstances demonstrate that a company's activities have been designed to provide output to the parties, the nature of the joint operation is determined even where the legal form of the legal vehicle does not establish transparency between the assets of the co-partners and the partnership. This indicates that the parties are entitled, in substance, to substantially all of the economic benefits associated with the company's assets and that they will settle its liabilities. Within the Group, this applies in particular to certain asphalt plants.

According to the provisions of **IAS 28 "Investments in Associates and Joint Ventures"** as revised, associates are entities over which the Group exercises significant influence. They are consolidated using the equity method.

3.2. Intra-group transactions

Intercompany transactions and transactions of assets and liabilities, income and expenses between fully consolidated companies are eliminated in full in the consolidated accounts.

Gains and losses arising from asset-related transactions (purchase – sale) between a fully consolidated entity and an equity-accounted entity are only recognised in the financial statements to the extent of the percentage in the equity-accounted entity held outside the Group.

3.3. Transactions in foreign currencies

The financial statements of foreign subsidiaries are kept in their functional currency.

The balance sheets, whose functional currency is different from the consolidation currency, are translated into euros at the closing rate, with the exception of equity, which is translated at historical cost.

Balance sheet translation differences are recorded as translation adjustments in shareholders' equity.

The consolidated income statement is translated at the average rate for the period.

Transactions in foreign currencies are translated into euros at the exchange rate prevailing on the transaction date. The resulting foreign exchange gains and losses are recognised in foreign exchange income and presented in other financial income and expenses in the consolidated income statement.

Foreign exchange gains and losses on borrowings denominated in foreign currencies or on foreign exchange derivatives qualifying as net investment hedges of subsidiaries are recorded in other comprehensive income and shown in the translation reserve.

Goodwill and fair value adjustments arising from the acquisition of foreign subsidiaries are considered as assets and liabilities of the subsidiary and are therefore expressed in the functional currency of the subsidiary and translated at the closing rate.

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4. Accounting rules and policies

To prepare the financial statements in accordance with IFRS, some estimates and assumptions have been made. These estimates are assessed on an ongoing basis on the basis of past experience, as well as other factors that form the basis of the assessments of the carrying amounts of assets and liabilities.

4.1. Presentation of the financial statements

The Group presents its financial statements in accordance with IAS 1 "Presentation of the financial statements".

- The statement of comprehensive income is presented by type of income and expense in order to best represent the Group's business activity, including the net income from the sale of equipment that is part of the Group's current business activity.

  The Group's main performance indicator is operating income from ordinary activities. It is determined on the basis of operating income before taking into account the estimated fair value of share-based payments, the impact of impairment tests on goodwill and other operating income and expenses related to the Group's non-operating activities (disposal of activities, acquisition costs);

- Net financial income/(loss) separately presents the cost of the Group's financial debt and other financial income and expenses;

- The consolidated statement of comprehensive income is derived from the net income in the consolidated statement of income and details other comprehensive income;

- The consolidated statement of financial position presents a breakdown of current and non-current assets and liabilities.

4.2. Significant judgements and estimates

The preparation of the Group's financial statements requires the use of judgements, estimates and assumptions that have an impact on the amounts recognised in the financial statements as assets and liabilities, income and expenses, as well as the information provided on contingent liabilities.

The outcome of the transactions underlying these estimates and assumptions could potentially generate, due to the uncertainty associated with them, a significant adjustment to the amounts recognised in a subsequent period.

The use of judgements and estimates is particularly important in the following areas:

- Accounting for construction contracts;
- Valuation of post-employment benefits;
- Valuation of provisions for risks (in particular for losses on completion, for disputes);
- Measurement of the recoverable amount of intangible assets and property, plant and equipment and in particular of goodwill;
- Valuation of deferred tax assets;
- Measurement of the fair value of financial instruments;
- Valuation of leases.

5. Financial risk factors

Context of the health crisis:

NGE has endeavoured to meet its contractual obligations and, as at 31 December 2020, has not identified any significant events such as contract terminations, penalties for late performance, disputes with customers or suppliers that could have a material impact on the financial statements.

The Group has not changed its financial performance indicators; the effects of the pandemic are reflected by a decrease in revenue or in additional costs that cannot be isolated and are distributed throughout the consolidated income statement.

5.1. Interest rate risks

The Group is exposed to changes in interest rates on its variable-rate debt. In order to limit its exposure to the risk of upward movements, the Group may use options or interest rate swaps. These derivatives may be qualified as hedging transactions within the meaning of IFRS. The Group ensures that the ineffective portion of the hedges is not material.

Note 8.14 presents the portion of debt subject to interest rate risk.

Any increase in the level of interest rates would increase the cost of the Group's financing, which would lead to a reduction in its net financial income/(loss) and net income and could slow its growth.

5.2. Exchange rate risks

As most of the Group's subsidiaries operate in the euro zone, the Group's exposure to exchange rate risks is limited. In addition, the costs related to the performance of international contracts denominated in a local currency other than the euro are generally paid in that same local currency.

Foreign exchange risks mainly concern cash flow mismatches during the performance of a contract (financing of resources or working capital requirements), as well as the conversion into euros of overhead expenses and income generated by the said contract. From time to time, the Group implements a strategy to hedge all or part of these cash flows in order to reduce its exposure to exchange rate risks.
However, a significant change in exchange rates could nonetheless impact the Group's activities and net income.

5.3. Liquidity risk

Liquidity risk is the risk that the Group may not have sufficient net financial resources to meet its obligations and operating expenses.

The Group has a €250 million trade receivables securitisation programme, renewed in 2019 for a term of six years, a €100 million revolving credit facility, not used at 31 December 2020 and also a €150 million Negotiable European Commercial Paper programme, unused at 31 December 2020.

These items are classified as bank overdrafts and presented in Note 8.11.

Faced with the health crisis, the Group has strengthened its liquidity line with a €200 million State-Guaranteed Loan issued on 30 June 2020, subscribed through its usual banking pool. This State-Guaranteed Loan is classified as current financial debt and presented in note 8.13.

5.4. Tax risk

The tax audits of certain Group companies were completed in 2020.
No tax audit is currently underway.

5.5. Market risk

The Group is not exposed to equity market risk, as surplus cash is invested in interest-bearing accounts or term deposits.

5.6. Credit risk

The risk of non-recovery of trade receivables is limited, given that the Group conducts more than two-thirds of its business activity with public entities.

5.7. Commodity price fluctuation risk

The works contracts on which the Group operates are generally subject to a price adjustment clause backed by a national index which hedges the risk of fluctuations in the price of raw materials.

From time to time, in the context of large and non-revisable contracts, the Group may be required to use raw materials price hedging contracts for supplies for which there are significant price fluctuations on the world markets.

6. Scope of consolidation

6.1. Change in the scope of consolidation

On 29 January 2020, the Group completed the acquisition of S2F NETWORK, designer of the SMART solution, based in Le Havre, integrated into the Group under the name NGE CONNECT. The acquisition cost was €0.2 million.

The Group also took control of the Pontiggia group, which includes Public Works companies in Alsace, during the second half of 2020. The acquisition cost was €4.2 million. In accordance with the acquisition method, the acquisition cost must be allocated to the assets acquired, and to the liabilities and the contingent liabilities assumed. The allocation of fair values to the assets and liabilities and identifiable contingent liabilities was completed on a provisional basis at 31 December 2020. The fair value of the assets and liabilities acquired, determined provisionally, is €(0.5) million.

The Group sold the financial assets of La Planèze and Valserhône.

6.2. Scope of consolidation

The list of consolidated companies is attached on page 38.

7. Subsequent events

The Group did not record any events after the balance sheet date between 31 December 2020 and the date when the Chairman approved the financial statements on 29 April 2021.

8. Appendix

The Group's consolidated financial statements are presented in thousands of euros without decimal places, unless otherwise specified.
Rounding differences may lead to non-material differences in the totals shown in the tables.

8.1. Goodwill and Impairment tests

Business combinations and goodwill

Business combinations are accounted for in accordance with the provisions of IFRS 3 "Business combinations" as amended.

In application of this revised standard, the Group recognises at fair value, at the dates when control is assumed, the assets acquired and the identifiable liabilities assumed.

The acquisition cost corresponds to the fair value, at the date of the exchange, of the assets delivered, the liabilities incurred and/or the equity instruments issued in exchange for the acquired entity. Any price adjustments are measured at their fair value at each balance sheet date.

As from the date of acquisition, any subsequent change in this fair value, resulting from events subsequent to the acquisition of control, is recognised in income.

Costs directly attributable to the acquisition, such as due diligence fees, are recognised in "Other operating expenses" when they are incurred.

The acquisition value is allocated by recognising the assets acquired and the identifiable liabilities at their fair value, with the exception of assets classified as held for sale under IFRS 5 "Non-current assets held for sale and discontinued operations", which are recognised at their fair value less their cost to sell.

The positive difference between the acquisition cost and the fair value of the assets and identifiable liabilities acquired constitutes goodwill. Where applicable, goodwill includes the fair value share of non-controlling interests using the full goodwill method.

The Group has twelve months from the acquisition date to finalise the accounting of transactions relating to the acquired companies.

In the case of a business combination carried out in stages, the investment previously held in the company is valued at fair value on the date control is assumed. Any resulting gain or loss is recognised in income under "Other financial income and expenses".

In accordance with IAS 27 "Separate Financial Statements", acquisitions or disposals of non-controlling interests, without change of control, are considered as transactions with the Group's shareholders. Under this approach, the difference between the price paid to increase the percentage interest in the entities already controlled and the additional share of equity thus acquired is recorded in the Group's shareholders' equity.

Similarly, a decrease in the percentage of the Group's interest in an entity that remains controlled is treated from an accounting perspective as a transaction between shareholders, with no impact on income.

Goodwill relating to fully consolidated subsidiaries is recorded as an asset in the consolidated balance sheet under "Goodwill". Goodwill relating to companies consolidated under the equity method is included under "Investments in associates".

Negative goodwill is recognised directly in income under "Other financial income" in the year of acquisition.

Goodwill impairment tests

In accordance with IAS 36 "Impairment of assets", goodwill and other non-financial assets of cash-generating units (CGUs) were tested for impairment.

If the carrying amount of the cash-generating unit exceeds the recoverable amount, the assets of the cash-generating unit are written down to their recoverable amount. The impairment is first allocated to goodwill and recorded in the consolidated income statement under "Other operating income and expenses".

CGUs are determined based on operational reporting and correspond to homogeneous groups of assets whose use generates identifiable cash inflows. The CGU groups are:

- Regional Multi-Expertise Activities;
- National Specialised Subsidiaries or a group of consolidated subsidiaries when they carry out their activity outside the "Regional Multi-Expertise Activities" organisation;
- Major Projects.

The recoverable amount of a cash-generating unit is the higher of its fair value (generally the market price), net of disposal costs, and its value in use. Value in use is estimated using the discounted free cash flow method before tax (Operating income + depreciation and amortisation +/- Change in working capital requirements - Renewal investments).
The assumptions used for these calculations, like any estimate, are subject to uncertainty and are therefore likely to be adjusted in subsequent periods.

Model parameters applied to cash flow projections

Growth rate and discount rate

Cash flows beyond the five-year period are extrapolated with an estimated growth rate of 2.0%.

All cash flows are discounted using a discount rate of 8.4% corresponding to the Group's weighted average cost of capital after tax, with the exception of the Building Construction business activity, which is included in the "Specialist French Subsidiaries" CGU group, for which the rate used is 10.9%. The latter was subject to an impairment of €10.3 million.

These calculations are based on a five-year provisional plan prepared by the CGU's management and reviewed by the Group's Executive Management Team and Finance Department.

Interest rate sensitivity

A reasonably possible change in the assumptions relating to the impairment tests performed for each of the groups of CGUs would not lead to an impairment charge on goodwill. The discount rate at which the Group is expected to recognise an impairment (breakeven point) is 10.4% with the exception of the Building Construction business activity.

GROUPS OF CGU	DISCOUNT RATE	
	2020	2019
Regional Multi-Expertises Activities	8.4%	8.1%
Multi-Expertise Major Projects	8.4%	8.1%
Specialist French Subsidiaries	8.4% - 10.9%	8.1% - 10.5%

Groups of CGU	12/31/2019	Impaiment	Changes in Group structure	Translation adjustment	Other	12/31/2020
Regional Multi-Expertises Activities	65,745		4,792		(2)	70,535
Multi-Expertise Major Projects	21,593			(8)		21,585
Specialist French Subsidiaries	175,929	(10,323)				165,606
TOTAL GOODWILL	**263,267**	**(10,323)**	**4,792**	**(8)**	**(2)**	**257,726**

Groups of CGU	12/31/2018	Impaiment	Changes in Group structure	Translation adjustment	Other	12/31/2019
Regional Multi-Expertises Activities	65,745					65,745
Multi-Expertise Major Projects	21,558			35		21,593
Specialist French Subsidiaries	185,929	(10,000)				175,929
TOTAL GOODWILL	**273,232**	**(10,000)**	**-**	**35**	**-**	**263,267**

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8.2. Intangible assets

Intangible Assets arising from concessions

According to the provisions of IFRIC 12 "Service concession agreements", the concessionaire may be required to carry out a dual activity:
- a construction activity in respect of its obligations to design, build and finance new infrastructure that it hands over to the grantor;
- an operation and maintenance activity of the concession assets.

The recognition of the concession asset depends on the remuneration method for the service provided:
- when the remuneration is based on the consumption of the service by users: the concession asset is recognised under "Intangible Assets" arising from concessions and measured in accordance with IAS 38 "Intangible assets". The amount of any subsidies received is deducted from the value of the Intangible assets arising from concessions.
- when the remuneration is based on a fixed amount owed by the grantor unrelated to the consumption of the service by users: the concession asset is recognised in "Other financial assets" and measured in accordance with the provisions of IFRS 9 "Financial Instruments".

The change in these assets is presented in Note 8.5.

The remuneration of the concession asset is recognised in accordance with IFRS 15 "Revenue from contracts with customers".

Other intangible Assets

Other intangible assets mainly include patents, licenses and computer software, as well as quarrying rights with a fixed term.

Other intangible assets acquired are recorded in the consolidated balance sheet at their acquisition cost, less accumulated depreciation and impairment losses.

Quarrying rights are amortised as and when extraction is carried out (tonnages extracted during the fiscal year compared to the total estimated extraction capacity of the quarry over its operating life).

Other intangible assets are amortised on a straight-line basis over their useful life.

FY 2020

	12/31/2019	Increases	Other movements	12/31/2020
Concession intangible assets	5,627		269	5,896
Amortization concession intangible assets	536	590	29	1,155
CONCESSION INTANGIBLE ASSETS	**5,091**	**(590)**	**240**	**4,741**

FY 2019

	12/31/2018	Increases	Other movements	12/31/2019
Concession intangible assets	5,627			5,627
Amortization concession intangible assets	258	211	66	536
CONCESSION INTANGIBLE ASSETS	**5,369**	**(211)**	**(66)**	**5,091**

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Intangible assets
FY 2020

Gross amounts	12/31/2019	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2020
Concessions, patents and similar rights	7,695	758	319	(281)	1,573	(3)	10,061
Other intangible assets	1,486	1	120	(66)	(305)		1,235
Intangible assets under construction and advances and payments on account	1,154	433	2,570		(1,542)		2,615
GROSS AMOUNTS	**10,335**	**1,192**	**3,009**	**(347)**	**(275)**	**(3)**	**13,911**

Amortization and provisions	12/31/2019	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2020
Concessions, patents and similar rights	3,126		883	(250)		(1)	3,758
Other intangible assets	799		152	(66)	(2)		882
AMORTIZATION AND PROVISIONS	**3,925**	**-**	**1,035**	**(317)**	**(2)**	**(1)**	**4,640**

Net amounts	12/31/2019	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2020
Concessions, patents and similar rights	4,569	758	(564)	(31)	1,573	(2)	6,303
Other intangible assets	687	1	(32)		(303)		353
Intangible assets under construction and advances and payments on account	1,154	433	2,570		(1,542)		2,615
NET AMOUNTS	**6,410**	**1,192**	**1,974**	**(31)**	**(273)**	**(2)**	**9,271**

FY 2019

Net amounts	12/31/2018	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2019
Concessions, patents and similar rights	981	(15)	(279)	3	3,879		4,569
Other intangible assets	360		333		(6)		687
Intangible assets under construction and advances and payments on account	19		1,135				1,154
NET AMOUNTS	**1,359**	**(15)**	**1,189**	**3**	**3,873**	**-**	**6,410**

▲ Ring road - Bordeaux

8.3. Property, plant and equipment and rights of use of leased assets

Property, plant and equipment

Property, plant and equipment are recorded at their acquisition or production cost, less accumulated depreciation and any impairment losses.

The assets are subject to depreciation schedules determined according to the actual useful life of the asset. The depreciable base corresponds to the cost of purchase less the final residual value of the asset. The amount of the residual value is the amount that the Group would currently receive if the asset was already in the age and wear and tear conditions expected at the end of its useful life.

The main useful lives used are:

- Buildings .... 15 to 40 years
- Public works equipment .... 3 to 10 years
- Transport equipment .... 3 to 5 years
- Railway equipment .... 8 to 30 years
- Fixtures .... 5 to 19 years old
- Office furniture and equipment .... 3 to 10 years

Right of use of leased assets

Since 1 january 2019, the Group has applied IFRS 16 "Leases". The Group recognises all of its leases on the consolidated balance sheet, with the exception of leases with a duration of less than twelve months or those relating to assets with an insignificant unit value as new, which are still recognised as lease rentals in the consolidated income statement with no impact on the Group's consolidated balance sheet.

Operating leases are recognised as lease liabilities for the present value of the lease rentals still to be paid in exchange for rights to use the underlying asset. Under the simplified method, the amount of rights of use is equal to the amount of the lease liability recognised.

In the consolidated income statement, the depreciation expense of the asset and the financial expense of the interest on the liability replace the lease expense previously recognised entirely in operating income.

Rights of use of leases are amortised on a straight-line basis over the term of the leases; they are adjusted each time the value of the lease financial debt is revalued.

The assumptions and estimates made to determine the value of lease rights of use and lease liabilities relate in particular to the determination of discount rates and lease terms.

The lease terms used generally correspond to the term of the firm contract, in particular for equipment and vehicle leases, and for real estate leases, a period of nine years is most often used. In some exceptional cases, particularly in the context of long-term leases or building leases, the terms are longer than 30 years.

To determine the discount rate for lease liabilities, the residual term of the leases was taken into account.

Variable lease rentals or contract-related services are not taken into account in determining the amount of the right of use or the amount of lease liabilities. They are recognised as expenses when they are incurred.

A deferred tax is recognised on the difference between the right of use assets and the lease liabilities, falling within the scope of IFRS 16.

Right of use of leased assets
FY 2020

Gross amounts	12/31/2019	Changes in Group structure	Increases	Decreases	Other Movements	Translation adjustment	12/31/2020
Right-of-use of fixed assets	32,888	1,206	5,157	(9,753)		(48)	29,449
Right-of-use of movable assets	305,767	2,712	28,641	(7,516)		(868)	328,736
GROSS AMOUNTS	**338,655**	**3,918**	**33,798**	**(17,269)**	**-**	**(916)**	**358,185**

Amortization and provisions	12/31/2019	Changes in Group structure	Increases	Decreases	Other Movements	Translation adjustment	12/31/2020
Depreciation of the rights-of-use of fixed assets	11,698		4,964	(5,214)		(16)	11,432
Depreciation of the rights-of-use of movable assets	158,077		29,279	(6,103)		(201)	181,052
AMORTIZATION AND PROVISIONS	**169,775**	**-**	**34,243**	**(11,317)**	**-**	**(217)**	**192,484**

Net amounts	12/31/2019	Changes in Group structure	Increases	Decreases	Other Movements	Translation adjustment	12/31/2020
Right-of-use of fixed assets	21,190	1,206	193	(4,539)		(32)	18,017
Right-of-use of movable assets	147,690	2,712	(638)	(1,413)		(667)	147,685
NET AMOUNTS	**168,880**	**3,918**	**(445)**	**(5,952)**	**-**	**(699)**	**165,702**

FY 2019

Net amounts	12/31/2018	Changes in Group structure	Increases	Dec[illegible]	Fair [illegible]	Translation adjustment	12/31/2019
Right-of-use of fixed assets	3,916		(2,849)	[illegible]	[illegible]	6	[illegible]
Right-of-use of movable assets	121,938	1,714	9,585	[illegible]	[illegible]	(272)	[illegible]
NET AMOUNTS	**125,854**	**1,714**	**6,736**	[illegible]	[illegible]	**(266)**	**168,880**

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Property, plant and equipment
FY 2020

Gross amounts	12/31/2019	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2020
Land	52,202	185	2,262	(15)	(5,806)	(12)	48,816
Buildings	54,896	431	3,855	(4,027)	16,511	(71)	71,596
Industrial machinery and equipment	349,372	349	50,719	(44,592)	(2,409)	(2,282)	351,157
Other tangible assets	140,977	1,067	18,724	(16,506)	705	(399)	144,569
Property plant and equipment under construction and Advance payments on fixed assets	18,356		10,538	(4,317)	(8,839)	(1)	15,736
GROSS AMOUNTS	**615,803**	**2,032**	**86,098**	**(69,457)**	**162**	**(2,765)**	**631,874**

Amortization and provisions	12/31/2019	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2020
Land	7,602		1,492	(81)			9,014
Buildings	12,349		80	(126)	(4,896)	(28)	7,378
Industrial machinery and equipment	191,924		41,929	(35,942)	(439)	(840)	196,633
Other tangible assets	86,541		21,772	(15,190)	1,176	(106)	94,194
AMORTIZATION AND PROVISIONS	**298,416**	**-**	**65,273**	**(51,339)**	**(4,158)**	**(974)**	**307,219**

Net amounts	12/31/2019	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2020
Land	44,600	185	770	66	(5,806)	(12)	39,803
Buildings	42,547	431	3,775	(3,901)	21,407	(43)	64,216
Industrial machinery and equipment	157,447	349	8,790	(8,650)	(1,971)	(1,442)	154,523
Other tangible assets	54,437	1,067	(3,048)	(1,316)	(471)	(293)	50,376
Property plant and equipment under construction and Advance payments on fixed assets	18,356		10,538	(4,317)	(8,839)	(1)	15,737
NET AMOUNTS	**317,387**	**2,032**	**20,825**	**(18,118)**	**4,320**	**(1,791)**	**324,655**

FY 2019

Net amounts	12/31/2018	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2019
Land	35,102	10,421	(881)	(59)		17	44,600
Buildings	41,848	1,422	(2,355)		1,807	25	42,547
Industrial machinery and equipment	149,265	1,322	7,574	(3,710)	2,321	675	157,447
Other tangible assets	53,497	(130)	2,735	(1,930)	287	(22)	54,437
Property plant and equipment under construction and Advance payments on fixed assets	12,382	73	15,825	(1,823)	(8,103)	2	18,356
NET AMOUNTS	**292,094**	**13,108**	**22,898**	**(7,522)**	**(3,888)**	**697**	**317,387**

▲ Eole Haussmann

8.4. Investments in Associates (equity method)

Investments in companies over which the Group exercises significant influence (associates) are valued using the equity method: they are initially recognised at acquisition cost including, where applicable, the goodwill created.

Their carrying amount is then adjusted to take into account changes in the Group's share of the net assets of these companies.

When the net position of an equity-accounted company becomes negative, the shares of net positions are presented in "Current provisions" unless the Group has committed to recapitalise or has already invested funds in this company.

The change over the fiscal year is shown in the consolidated income statement ("Share in net income of associates").

Impairment losses resulting from impairment tests on equity-accounted investments are recognised through net income and deducted from the carrying amount of the corresponding investments.

Modernisation of the Serqueux-Gisors railway line (27)

FY 2020

12/31/2020 Data on a 100% basis	Revenue	Operating income	Net income	Equity	% interest	Share in net income	Equity attribuable to owners of the parent
Calcaires Du Biterrois	5,159	(164)	(229)	1,296	50%	(115)	648
Corrèze Enrobés	8,093	501	502	779	43%	216	272
Granulats de l'Est	4,247	80	(114)	399	35%	(40)	140
M.E.H.R	4,591	711	450	758	23%	104	1,103
NGE Autoroutes	-	(24)	(1,939)	28,958	10%	(194)	2,896
P2R	7,662	361	369	2,575	22%	85	615
Port Adhoc	16,560	1,289	232	36,450	16%	38	8,539
SAPAG	-	(12)	(65)	(60)	33%	(22)	(20)
SLE	634	44	32	622	39%	12	512
Société des Enrobés Clermontois	3,098	186	130	249	33%	43	414
Various	5,086	374	221	1,928	-	49	407
TOTAL	**55,130**	**3,346**	**(392)**			**175**	**15,526**

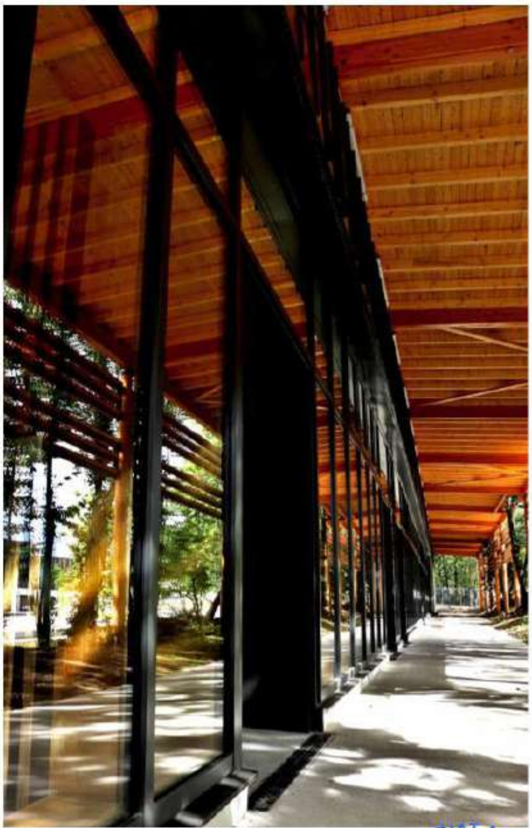
FY 2019

12/31/2019 Data on a 100% basis	Revenue	Operating income	Net income	Equity	% interest	Share in net income	Equity attribuable to owners of the parent
Calcaires Du Biterrois	5,529	(168)	(250)	1,525	50%	(125)	763
Corrèze Enrobés	9,059	95	72	290	43%	31	62
Granulats de l'Est	3,229	(732)	1,369	512	35%	479	179
NGE Autoroutes	-	(16)	(1,207)	30,896	10%	(121)	3,090
P2R	8,447	536	420	2,486	22%	91	595
Port Adhoc	10,396	302	(338)	35,638	16%	(56)	8,405
SAPAG	-	(18)	(73)	(993)	33%	(24)	(329)
SLE	719	27	19	590	39%	7	499
Société des Enrobés Clermontois	2,442	143	120	239	33%	40	411
Jaumont Finances	10,074	(724)	(521)	-	-	(257)	-
Various	5,093	(220)	(31)	1,657	-	9	348
TOTAL	**54,988**	**(775)**	**(358)**			**74**	**14,023**

Change in investments in associates is as follows:

	Net amounts
AT 12/31/2018	**7,953**
Net income for the period 2019	74
Dividends paid	17
Change in capital	2,952
Change in group structure	(50)
Change in consolidation method	3,083
Other	(6)
AT 12/31/2019	**14,023**
Net income for the period 2020	175
Dividends paid	(104)
Change in capital	427
Change in group structure	1,001
Change in consolidation method	-
Other	4
AT 12/31/2020	**15,526**

Greenway – La Ciotat (13)



Simone Veil High school – L...

8.5. Change in financial assets

Non-current financial assets mainly include assets available for sale and receivables related to investments, as well as guarantee deposits, loans and other financial receivables.

Assets available for sale

Assets available for sale include the Group's equity investments in non-consolidated companies. They are measured at fair value at the balance sheet date. If their fair value cannot be reliably determined, they are recognised at their acquisition cost. The factors considered to determine an impairment loss are the decrease in the share of equity held and a significant and prolonged deterioration in expected profitability.

Changes in the fair value of assets available for sale are recognised in net income, in accordance with IFRS 9 "Financial Instruments".

Loans, deposits

Loans and deposits are recognised at amortised cost. If necessary, a provision for impairment may be made. Impairment is the difference between the net carrying amount and the recoverable amount and is recognised in income under "Other financial income and expenses". A provision reversal may be made in the event of a favourable change in the recoverable amount.

FY 2020

Gross amounts	12/31/2019	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2020
Available-for-sale assets	24,779	5	5,200	(2,241)	(976)		26,766
Other financial assets	81,057	(40,372)	45,708	(12,468)	2,056	(246)	75,735
GROSS AMOUNTS	**105,836**	**(40,367)**	**50,908**	**(14,709)**	**1,080**	**(246)**	**102,501**

Provisions	12/31/2019	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2020
Available-for-sale assets	562		56	(300)			318
Other financial assets	5,787	1		(5,786)			2
PROVISIONS	**6,349**	**1**	**56**	**(6,086)**	**-**	**-**	**320**

Net amounts	12/31/2019	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2020
Available-for-sale assets	24,217	5	5,144	(1,941)	(976)		26,448
Other financial assets	75,269	(40,373)	45,708	(6,682)	2,056	(246)	75,732
NET AMOUNTS	**99,486**	**(40,368)**	**50,852**	**(8,623)**	**1,080**	**(246)**	**102,180**

FY 2019

Gross amounts	12/31/2018	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2019
Available-for-sale assets	22,539	15	12,623	(5,997)	(4,401)		24,779
Other financial assets	45,853	1,208	36,790	(2,517)	(300)	23	81,057
GROSS AMOUNTS	**68,392**	**1,223**	**49,413**	**(8,514)**	**(4,701)**	**23**	**105,836**

Provisions	12/31/2018	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2019
Available-for-sale assets	262		300				562
Other financial assets	5,787						5,787
PROVISIONS	**6,049**	**-**	**300**	**-**	**-**	**-**	**6,349**

Net amounts	12/31/2018	Changes in Group structure	Increases	Decreases	Other movements	Translation adjustment	12/31/2019
Available-for-sale assets	22,277	15	12,323	(5,997)	[illegible]		[illegible]
Other financial assets	40,066	1,208	36,790	(2,517)	[illegible]	[illegible]	75,269
NET AMOUNTS	**62,343**	**1,223**	**49,113**	**[illegible]**	**(4,701)**	**23**	**99,486**

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Summary of assets related to concessions and PPPs

	12/31/2020	12/31/2019
Available-for-sale assets - Concessions and PPPs	18,531	17,069
Other financial assets - Concessions and PPPs	45,607	70,186
Investments in associates	11,429	11,183
TOTAL FINANCIAL ASSETS - CONCESSIONS AND PPPS	**75,567**	**98,438**

8.6. Other non-current assets

Other non-current assets include tax receivables due in more than one year. These include research and sponsorship tax credits that are not chargeable and not refundable in 2020.

8.7. Income tax and deferred tax

The Group calculates its income taxes in accordance with the tax laws in force in the countries where the income is taxable.

In accordance with IAS 12 "Income Taxes", deferred taxes are recognised on the differences between the carrying amounts and the tax values of assets and liabilities. They result from:

- Temporary differences arising when the carrying amount of an asset or liability is different from its tax value. They are either:
  - sources of future taxes (deferred tax liabilities): these are mainly income for which taxation is deferred.
  - sources of future deductions (deferred tax assets): mainly provisions temporarily non-deductible for tax purposes;
- Tax loss carryforwards (deferred tax assets). Deferred tax assets are recognised if it is probable that the Company may recover them through the expectation of a taxable profit in future fiscal years.

The carrying amount of deferred tax assets is reviewed at each balance sheet date and reduced to the extent that it is no longer probable that a sufficient taxable profit will be available to allow the use of all or part of this deferred tax asset. Unrecognised deferred tax assets are assessed at each balance sheet date and are recognised to the extent that it becomes probable that future profits will be available to recover them.

Airport runway renovation Paris Le Bourget

Deferred tax balances are determined on the basis of the tax position of each entity or the overall income of the entities included in the tax consolidation scope, and are presented as assets or liabilities in the consolidated balance sheet based on their net position by tax entity.

Deferred taxes are valued at the tax rates expected to apply over the period during which the asset will be realised and the liability paid on the basis of the tax rates adopted on the balance sheet date.

Thus, the theoretical tax rate used to prepare the consolidated financial statements for 2020 is 32.023 %, the common law tax rate for French subsidiaries whose revenue is greater than €250 million.

The rates used at 31 December 2020 for the recognition of taxes on temporary differences and tax loss carryforwards of French entities, taking into account the reversal schedule, are as follows:

2021 .... 28.41%
2022 and beyond 25.83%

Reconciliation between the effective income tax expense and the theoretical expense

	12/31/2020	12/31/2019
Consolidated net income	22,686	26,325
Income tax expenses	(9,984)	(9,618)
Pre-tax net income	**32,670**	**35,943**
Theoretical tax rate in force	32.02%	34.43%
Theoretical tax expense	**10,462**	**12,375**
Permanent differences	2,992	(306)
DTA not recognized	110	807
Share in net income of associates	56	26
Tax rate differences	(3,63[illegible])	(3,284)
Effective tax expense	**9,984**	**9,618**
EFFECTIVE TAX RATE	**30.56%**	**26.76%**

Income tax expense

	12/21/2020	12/21/2019
Current taxes	9,108	6,361
Deferred taxes	876	3,257
TOTAL	**9,984**	**9,618**

Deferred taxes allocation FY 2020

	Net balance at January 1, 2020	Recognized in net income	Translation adjustment and other	Recognized in other items of comprehensive income	Recognized directly in Equity	BALANCE AT 12/31/2020 Balance before offsetting	Offsetting by fiscal sphere	Assets (Liabilities) net tax
Temporary differences	17,160	(416)	(31)	(1,426)	10	15,296		
Provisions	10,884	(1,076)	(79)		67	9,796		
Tax losses	16,224	(9,268)			403	7,360		
Provisions for retirement payments	11,476	(648)		525	143	11,496		
DEFERRED TAX ASSETS	**55,744**	**(11,408)**	**(110)**	**(901)**	**623**	**43,948**	**(42,119)**	**1,829**
Fixed assets	(60,462)	7,158	71	(2,459)	(356)	(56,048)		
Provisions	(1,584)	3,305	265			1,986		
Intangible	30					30		
Financial	(100)	69				(31)		
Financial Instruments	394			164		558		
DEFERRED TAX LIABILITIES	**(61,723)**	**10,532**	**336**	**(2,295)**	**(356)**	**(53,506)**	**42,119**	**(11,387)**
NET TAX ASSETS (LIABILITIES)	**(5,980)**	**(876)**	**226**	**(3,196)**	**267**	**(9,558)**	**-**	**(9,558)**

FY 2019

	Net balance at January 1, 2019	Recognized in net income	Translation adjustment and other	Recognized in other items of comprehensive income	Recognized directly in Equity	BALANCE AT 12/31/2019 Balance before offsetting	Offsetting by fiscal sphere	Assets (Liabilities) net tax
Temporary differences	15,100	2,049	9			17,160		
Provisions	11,110	(243)	16			10,884		
Tax losses	19,966	(5,915)	9		2,163	16,224		
Provisions for retirement payments	10,035	819		574	48	11,476		
DEFERRED TAX ASSETS	**56,212**	**(3,289)**	**34**	**574**	**2,211**	**55,744**	**(54,505)**	**1,238**
Fixed assets	(54,131)	(1,317)	(22)		(4,992)	(60,462)		
Provisions	(2,866)	1,283				(1,584)		
Intangible	29		1			30		
Financial	(167)	67				(100)		
Financial Instruments	440			(46)		394		
DEFERRED TAX LIABILITIES	**(56,696)**	**33**	**(22)**	**(46)**	**(4,992)**	**(61,723)**	**54,505**	**(7,217)**
NET TAX ASSETS (LIABILITIES)	**(484)**	**(3,257)**	**12**	**528**	**(2,780)**	**(5,980)**	**-**	**(5,980)**

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8.8. Inventories

Inventories are valued at their acquisition or production cost by the Company or at their net realisable value if it is lower at each balance sheet date.

	12/31/2019	Changes in Group structure	Variation	Translation adjustment	12/31/2020
Raw materials and supplies	49,082	85	8,071	(327)	56,911
Total depreciation and impairment	(185)	(20)	62		(143)
INVENTORIES	**48,897**	**65**	**8,133**	**(327)**	**56,768**

	12/31/2018	Changes in Group structure	Variation	Translation adjustment	12/31/2019
Raw materials and supplies	51,255	1,034	(3,329)	121	49,082
Total depreciation and impairment	(175)		(10)		(185)
INVENTORIES	**51,080**	**1,034**	**(3,339)**	**121**	**48,897**

8.9. Trade receivables

Trade receivables are initially recorded at their nominal value and, at each balance sheet date, trade receivables are valued at amortised cost, net of impairment losses due to non-recovery risks.

	12/31/2020	12/31/2019
Trade receivables - gross amount	876,742	892,465
Impairment	(10,558)	(9,287)
NET AMOUNTS	**866,184**	**883,178**

The Group applies the simplified model as defined in IFRS 9, and records an impairment of its trade receivables corresponding to the expected credit loss at maturity.

The schedule of trade receivables breaks down as follows

	Total	Non yet due	<30 days	30<60 days	60<90 days	90<120 days	>120 days
Trade receivables at 12/31/2020	866,184	639,920	62,075	34,371	12,054	15,751	102,013
Trade receivables at 12/31/2019	883,178	626,344	76,447	28,491	22,413	18,776	110,707

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8.10. Other current assets

	12/31/2020	12/31/2019
State	144,616	134,538
Social charge receivable	4,522	4,013
Other receivables	69,170	59,427
Prepaid expenses	27,270	7,588
OTHER CURRENT ASSETS	245,578	205,566


Link Road South Haguenau

8.11. Net cash

Cash and cash equivalents include bank current accounts and cash equivalents corresponding to short-term investments subject to an insignificant risk of changes in value. Cash equivalents consist mainly of term deposits, interest-bearing accounts and certificates of deposit with an original maturity of no more than three months.

Marketable securities are measured at fair value in accordance with IFRS 9 "Financial Instruments". Changes in fair value are recognised in the consolidated income statement.

Bank overdrafts are excluded from cash and cash equivalents and presented under current financial borrowings.

Net cash and cash equivalents include an amount in foreign currencies (mainly British pounds and US dollars) representing €48.7 million at 31 December 2020, versus €48.0 million at 31 December 2019.

	12/31/2020	12/31/2019
Investments	161,313	10,855
Cash	555,517	403,615
Cash and cash equivalents	**716,830**	**414,470**
Bank overdraft (including securitization)	(253,947)	(249,333)
Bank overdrafts	**(253,947)**	**(249,333)**
NET CASH	462,883	165,137

8.12. Working capital requirement

	12/31/2020	12/31/2019	Provided by operating activities	Non-current asset suppliers	Changes in group structure and other
Inventories	56,768	48,897	(7,857)		(14)
Trades	866,184	883,178	23,635		(8,641)
Other assets	267,535	212,065	(64,686)		9,216
ASSETS	**1,190,487**	**1,144,141**	**(48,908)**	-	**2,561**
Trade payables	849,868	754,072	101,540	436	(6,180)
Other liabilities	600,386	566,144	59,008		(24,766)
LIABILITIES	**1,450,254**	**1,320,216**	**160,548**	**436**	**(30,946)**
WORKING CAPITAL (REQUIREMENT)/ SURPLUS	259,767	176,075	111,640	436	(28,385)

8.13. Net Financial Debt

Borrowings are initially recorded at cost, which corresponds to the fair value of the amount received, net of issue costs. After initial recognition, borrowings are measured at amortised cost, using the effective interest rate method, which takes into account all issue costs and any discount or redemption premium.

Lease liabilities

In accordance with IFRS 16 "Leases", the Group measures lease liabilities based on the present value of the lease rentals remaining due to the lessor, including, where applicable, the exercise price of a purchase option if the lessee is reasonably certain to exercise this option.

The liability may be revalued in the event of a revision of the lease term, a modification related to the assessment of whether or not the option may be exercised, and revision of the rates or indices on which rentals are based.

The financial fees relating to this liability are recorded in financial expenses under the heading "Cost of financial debt".

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Financial debt and financing flows from the Cash Flow Statement

In accordance with the IAS 7 Amendment "Statement of Cash Flows" and in order to allow a link between cash flows from financing activities and changes in borrowings presented in the consolidated balance sheet, information on changes in liabilities is presented by separating cash flows from non-cash flows.

Financial covenants

As part of the Corporate Credit and the Euro PP bond issue, the Group has undertaken to comply with certain contractually-defined financial ratios.
In the context of Covid-19, and the State-Guaranteed Loan, the Group obtained the agreement of the lenders to waive the case of default for non-compliance with the gross debt ratio and, consequently, to waive the early repayment of the sums due. This waiver was granted by the lenders on 17 December 2020.
At 31 December 2020, the following ratios must be complied with:
- Net leverage ratio: less than 2.5,
- Net cash at least equal to €60 million.

At 31 December 2020, these ratios were met.

The Euro PP bond, maturing on the 31 July 2021 has been reclassified as "Current loans and borrowings". The Group has initiated a request to holders for a one-year extension of this deadline.

	12/31/2020				12/31/2019			
	Current	Non-current		Total	Current	Non-current		Total
		1-5 years	› 5 years			1-5 years	› 5 years	
State-Guaranted Loan	206,221			206,221				
Convertible bond	71,180			71,180	1,086	69,904		70,990
Bank borrowings	68,801	218,746	20,739	308,285	72,770	187,397	12,296	272,463
Lease debts	40,381	58,736	4,493	103,610	38,853	61,416	5,854	106,123
Other borrowings	170	1,745		1,915	440	3,423	2,605	6,468
GROSS DEBT	**386,753**	**279,227**	**25,232**	**691,211**	**113,149**	**322,140**	**20,755**	**456,044**
Net cash				462,883				165,137
NET DEBT				**228,328**				**290,907**
o.w. fixed-rate debt	141,956	112,903	12,100	266,959	71,585	196,507	20,755	288,847
o.w. floating-rate debt	244,797	166,325	13,131	424,253	41,564	125,633	-	167,197

			CHANGES WITHOUT CASH FLOW IMPACT				
	12/31/2019	Cash flow	Changes in group structure	Fair value	Other Variations	Translation Adjustment	12/31/2020
State-Guaranted Loan		201,221	5,000				206,221
Convertible bond	70,990	(4)			194		71,180
Bank borrowings	272,463	35,074	2,952		(2,178)	(25)	308,285
Lease debts	106,123	(40,120)	3,553		34,622	(568)	103,610
Other borrowings	6,467	13,719	(18,851)	599	56	(75)	1,915
TOTAL	**456,044**	**209,890**	**(7,346)**	**599**	**32,694**	**(668)**	**691,211**

			CHANGES WITHOUT CASH FLOW IMPACT				
	12/31/2018	Cash flow	Changes in group structure	Change in accounting methods	Other Variations	Translation Adjustment	12/31/2019
Convertible bond	70,798				192		70,990
Bank borrowings	240,372	32,919	239		(774)	(292)	272,463
Lease debts	66,729	(34,458)	1,526	34,706	37,592	29	106,123
Other borrowings	1,364	5,284	13		(193)		6,467
TOTAL	**379,264**	**3,744**	**1,777**	**34,706**	**36,817**	**(263)**	**456,044**

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8.14. Financial instruments

The Group uses derivative instruments such as forward foreign exchange contracts and interest rate swaps to hedge against the risks associated with interest rates and commodity index swaps. These derivative instruments are recognised at their fair value.

At 31 December 2020, the fair value takes into account the credit risk or the entity's own risk in accordance with IFRS 13 "Fair value measurement". These risks are estimated on the basis of observable market data.

All gains and losses arising from changes in the fair value of derivatives that do not qualify as hedging instruments are recognised directly in the consolidated income statement.

The fair value of forward foreign exchange contracts is calculated by reference to current prices for contracts with similar maturity profiles. The fair value of interest rate swaps is determined by reference to market values of similar instruments.

In accordance with IFRS 9 "Financial instruments", the classification of hedges determines its accounting treatment:

- Fair value hedges hedge exposure to changes in the fair value of a recognised asset or liability, or a firm commitment (except for currency risk), which is attributable to a particular risk and which could affect net income. The gain or loss on the hedging instrument is recognised through net income;
- Cash flow hedges hedge exposure to changes in cash flows that are attributable either to a particular risk associated with a recognised asset or liability, or to a highly probable future transaction or currency risk on a firm commitment. The portion of the gain or loss on the hedging instrument that is considered effective is recognised in other comprehensive income; the residual gain or loss on the hedging instrument is recognised in net income;
- Hedges of a net investment in a foreign operation are recognised in the same way as cash flow hedges.

Interest rate risk hedging:

The derivative instruments used to hedge borrowings are swap contracts or options entered into with leading financial institutions. With regard to the interest rate hedging contracts existing at 31 December 2020, the total gross borrowings subject to an uncapped interest rate risk (including securitisation and excluding the State-Guaranteed Loan) amounted to €234.5 million compared to €198 million at 31 December 2019.

At constant borrowings at 31 December 2020 and taking into account the interest rate derivatives in the portfolio at that date, a 25 basis point increase in variable rates would not have a significant impact on the annual financial expenses due to a floor on 3-month Euribor rates, and a 3-month Euribor level of -0.545 as of 31 December 2020.

					METHOD FOR CALCULATING FAIR VALUE		
12/31/2020 Financial assets and liabilities	**Carrying amount**	**Amortized cost**	**Fair value throught other comprehensive income**	**Fair value through net result**	**Level 1 Quoted market price on an active market**	**Level 2 Model using observable market data**	**Level 3 Model using non-observable data**
Available-for-sales financial assets	26,448			26,448			26,448
Other financial assets	75,732	75,732					
Group debtors	9,547	9,547					
Cash and cash equivalents	716,830	716,830					
Trades	866,184	866,184					
TOTAL ASSETS	**1,694,741**	**1,668,293**	**-**	**26,448**	**-**	**-**	**26,448**
Borrowing and other financing	689,467	689,467					
Current accounts	8,366	8,366					
Derivatives	1,745		1,745			1,745	
Bank overdrafts	253,947	253,947					
Trade payable	849,868	849,868					
TOTAL LIABILITIES	**1,803,393**	**1,801,648**	**1,745**	**-**	**-**	**1,745**	

					METHOD FOR CALCULATING FAIR VALUE		
12/31/2019 Financial assets and liabilities	**Carrying amount**	**Amortized cost**	**Fair value throught other comprehensive income**	**Fair value through net result**	**Level 1 Quoted market price on an active market**	**Level 2 Model using observable market data**	**Level 3 Model using non-observable data**
Available-for-sales financial assets	24,217			24,217			24,217
Other financial assets	75,269	75,269					
Group debtors	7,232	7,232					
Cash and cash equivalents	414,470	414,470					
Trades	883,178	883,178					
TOTAL ASSETS	**1,404,366**	**1,380,149**	**-**	**24,217**	**-**	**-**	**24,217**
Borrowing and other financing	454,898	454,898					
Current accounts	2,351	2,351					
Derivatives	1,146		1,146			1,146	
Bank overdrafts	249,333	249,333					
Trade payable	754,072	754,072					
TOTAL LIABILITIES	**1,461,800**	**1,460,654**	**1,146**	**-**	**-**	**1,146**	**-**

The value of interest rate hedging instruments is presented as follows:

Fair value at 12/31/2020	Non-current Assets	Current Assets	Non-current Liabilities	Current Liabilities	Notional amount
Cash flow hedging swap			443		150,000
Options qualifying for hedge accounting			391		83,511
Swap commodity indices				911	4,770
TOTAL INTEREST RATE HEDGING	**-**	**-**	**834**	**911**	**238,281**

Fair value at 12/31/2019	Non-current Assets	Current Assets	Non-current Liabilities	Current Liabilities	Notional amount
Cash flow hedging swap			421		150,000
Options qualifying for hedge accounting			725		64,368
TOTAL INTEREST RATE HEDGING	**-**	**-**	**1,146**	**-**	**214,368**

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8.15. Current and non-current provisions

Provisions are recognised when the Group has a current obligation towards a third party (legal or implicit) resulting from a past event, and when it is probable that an outflow of resources representing economic benefits will be required to settle the obligation, which can be reliably estimated.

Non-current provisions mainly include the portion at more than one year of:

- Provisions for disputes and litigation: these provisions are intended to cover disputes, litigations and foreseeable contingencies of the Group's business activities;
- Provisions for quarry redevelopment, renewal and restoration. This is the cost to restore operating quarry sites;
- End of career payments.

Details of provisions for end of career payments are presented in Note 8.16.

Current provisions correspond to provisions directly linked to the normal operating cycle for the portion due in less than one year.

FY 2020

	12/31/2019	Increases	Decreases	Changes in group structure	Translation Adjustment	12/31/2020
Provisions for retirement payments	31,312	2,598		494	(39)	34,365
Provisions for quarry redevelopment	4,347	380	(184)			4,543
Provisions for disputes and litigations	49,971	15,714	(17,321)	158	(194)	48,329
Other provisions for non-current charges	260		(370)	387		277
NON-CURRENT PROVISIONS	**85,890**	**18,692**	**(17,875)**	**1,039**	**(233)**	**87,513**
Provisions for retirment payments (-1year)	1,779	1,901	(1,779)			1,901
Provisions for disputes and litigations (-1year)	5,783	1,310	(313)			6,780
CURRENT PROVISIONS	**7,562**	**3,211**	**(2,092)**	-	-	**8,681**
TOTAL PROVISIONS	**93,452**	**21,903**	**(19,967)**	**1,039**	**(233)**	**96,194**

FY 2019

	12/31/2018	Increases	Decreases	Changes in group structure	Translation Adjustment	12/31/2019
Provisions for retirement payments	28,872	2,289		140	12	31,312
Provisions for quarry redevelopment	2,250	165	(368)	2,300		4,347
Provisions for disputes and litigations	48,255	27,879	(27,098)	680	255	49,971
Other provisions for non-current charges	210	50				260
NON-CURRENT PROVISIONS	**79,587**	**30,383**	**(27,466)**	**3,120**	**267**	**85,890**
Provisions for retirment payments (-1year)	835	1,779	(835)			1,779
Provisions for disputes and litigations (-1year)	5,275	1,379	(870)			5,783
CURRENT PROVISIONS	**6,110**	**3,158**	**(1,705)**	-	-	**7,562**
TOTAL DES PROVISIONS	**85,697**	**33,541**	**(29,171)**	**3,120**	**267**	**93,452**

8.16. End of career payments

Provisions for defined benefit pension plans are recognised in the consolidated balance sheet. They are determined using the projected unit credit method on the basis of actuarial valuations carried out at each annual balance sheet date.

The actuarial calculation assumptions for defined-benefit pension obligations are reviewed annually.

The impact of the revaluation of the net defined-benefit pension liability is recognised in other comprehensive income. It mainly includes the actuarial gains and losses on the commitment resulting from the effects of changes in actuarial assumptions and experience-related adjustments.

For defined-benefit plans financed under external management (pension funds or insurance contracts), the excess or shortfall of the fair value of the assets over the present value of the obligations is recognised in assets or liabilities.

In accordance with the provisions of IAS 19 "Employee Benefits", the expense recognised in operating income from ordinary activities includes the cost of services rendered as well as the effects of any plan modification, reduction or liquidation. The accretion impact recognised on the actuarial liability and the interest income on plan assets are recognised in other financial income and expenses. Interest income on plan assets is calculated using the discount rate of the defined benefit obligation.

	IAS19R 12/31/2020	IAS19R 12/31/2019
Assumptions		
Discount rate (including inflation)	0.85%	0.90%
Rate of salary increase	2.00%	2.55%
Change in commitment		
Commitment at the beginning of the period	35,201	31,772
Service costs over the period	2,283	1,873
Translation adjustment	(39)	12
Interest expense	324	536
Acquisitions / Disposals	494	140
Actuarial losses (gains) on the commitment	1,709	1,723
Benefits paid	(1,562)	(855)
COMMITMENT AT THE END OF PERIOD	**38,408**	**35,201**
Change in assets		
Fair value of assets at the beginning of the period	2,110	2,065
Interest income	33	45
Actuarial gains (losses) on the asset		
Acquisitions / Disposals		
VALUE OF ASSETS AT THE END OF PERIOD	2,143	2,110
Expense for the period		
Service cost over the period	2,283	1,873
Translation adjustment		12
Net cost of interest	291	491
EXPENSE (INCOME)	2,574	2,376
Other items of comprehensive income		
Stock of actuarial adjustment on OCI at the beginning of the period	5,138	3,415
Actuarial losses (gains) generated on commitment	1,709	1,723
LOSSES (GAINS) RECOGNIZED IN OTHER COMPREHENSIVE INCOME	**6,847**	**5,138**
Change in provision		
Provision at the beginning of the period	(33,091)	(29,707)
(Expense) / Income	(2,574)	(2,364)
Translation adjustment	39	(12)
Actuarial adjustments generated	(1,709)	(1,723)
Acquisitions / Disposals	(494)	(140)
Benefits paid directly by the employer	1,562	855
PROVISION AT THE END OF THE PERIOD	**(36,266)**	**(33,091)**
Sensitivity		
Discount rate		
Commitment with an increase of +0.25%	36,339	33,507
Expense with an increase of +0.25%	3,479	3,285
Commitment with a decrease of -0.25%	39,022	35,995
Expense with a decrease of -0.25%	3,620	3,418
Salary increase rate		
Commitment with an increase of +0.25%	39,024	35,997
Expense with an increase of +0.25%	3,722	3,513
Commitment with a decrease of -0.25%	36,330	33,500
Expense with a decrease of -0.25%	3,384	3,195

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8.17. Other current liabilities

	12/31/2020	12/31/2019
Social security payables	97,811	91,849
Tax payables	194,195	209,165
Contract liabilities	98,023	86,409
Loans and advances to silent partnerships and others	8,366	1,839
Other liabilities	22,471	19,360
OTHER CURRENT LIABILITIES	420,866	408,622

8.18. Additional information on construction contracts

8.18.1. Accouting principles

The Group recognises income and expenses relating to construction contracts using the percentage of completion method defined by IFRS 15 "Revenue from contracts with customers".

For the Group, progress is generally determined on the basis of a percentage of completion or a percentage of completion by costs.

In the event that the forecast at the end of the project shows a loss, a provision is recognised independently of the progress of the project, based on the best estimate of the projected net income including, where applicable, additional revenue rights or claims, insofar as they are probable and can be reliably measured. Provisions for losses on completion are presented as liabilities on the consolidated balance sheet.

Trade receivables represent an unconditional right for the Group to receive cash from the customer, when the goods or services promised in the contract have been provided.

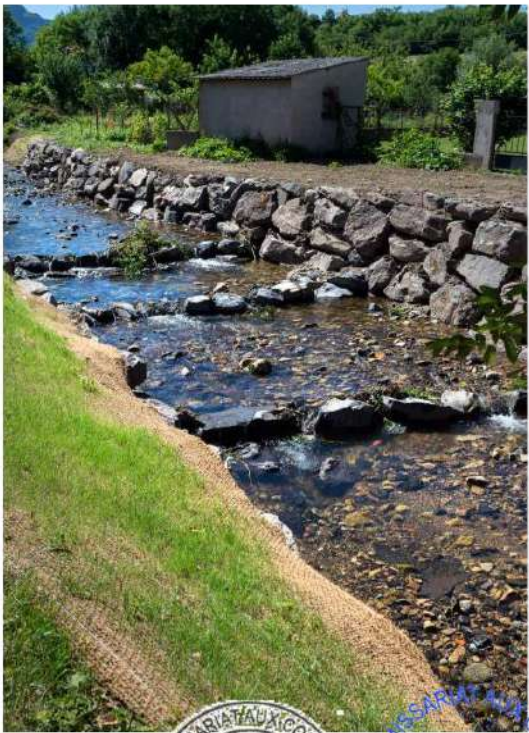
Contract assets represent the right, for the Group, to obtain a consideration in exchange for goods or services provided to the customer, when this right depends on other factors than the passage of time, in particular, invoices to be prepared and holdbacks.

Contract liabilities represent the Group's obligations to provide goods or services to a customer for which consideration has been received from the customer. These include advances received and deferred income.

8.18.2. Contract assets and Contract liabilities

The consolidated balance sheet at 31 December 2020 includes the following items:

	12/31/2020	12/31/2019
Contract Assets	274,368	219,026
Contract Liabilities	277,543	241,676



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8.18.3. Commitments given and received for construction contracts

Under these contracts, the Group grants and receives guarantees. The amount of guarantees given below mainly includes works contract guarantees issued by financial institutions or insurance companies.

In millions of euros	12/31/2020	12/31/2019
Holdback	354	371
Flat-rate advance	174	122
Completion	180	180
Payment guarantee	172	139
Quarry rehabilitation	6	8
Submission guarantee	26	8
GUARANTEES GIVEN	**912**	**828**
Market sureties	145	132
Supplier guarantees	10	7
GUARANTEES RECEIVED	**155**	**139**

8.18.4. Order book

The order book at 31 December 2020 amounted to €4.0 billion and stood at €4.1 billion at 31 December 2019.

8.18.5. Income from operating activities

	12/31/2020	12/31/2019
Amount of income recorded on construction contracts in respect of the financial year	2,401,525	2,497,881

8.18.6. Segment Information

In millions of euros	12/31/2020					
	Regional multi-expertises activities	Multi-expertise major projects	Specialist french Subsidiaries	International	Eliminations	Total
Income from operating activities	949	451	743	259		2,402
Inter-segment sales	6	2	34	1	(43)	-
TOTAL	**955**	**453**	**777**	**260**	**(43)**	**2,402**
Operating income from ordinary activities	31.1	13.8	11.8	(1.0)		55.7
Operating income						44.2

In millions of euros	12/31/2019					
	Regional multi-expertises activities	Multi-expertise major projects	Specialist french Subsidiaries	International	Eliminations	Total
Income from operating activities	1,011	417	807	262		2,497
Inter-segment sales	3		26		(29)	-
TOTAL	**1,014**	**417**	**833**	**262**	**(29)**	**2,497**
Operating income from ordinary activities	31.8	24.5	8.4	3.7		68.4
Operating income						46.4

8.19. Other income from activities

Other Income from activities recognised includes equipment sales, studies and royalties.
Other Income from activities also includes the portion of financial income related to NGE Concessions.

	12/31/2020	12/31/2019
Other income from activities	40,190	46,393
Income from sale of equipment	14,159	3,636
OTHER INCOME FROM ORDINARY ACTIVITIES	54,349	50,029

8.20. External expenses

	12/31/2020	12/31/2019
Subcontracting	462,371	421,100
Purchases not held in inventory	142,714	145,700
Other services (leases, temporary work etc)	590,802	683,024
EXTERNAL EXPENSES	1,195,887	1,249,824

8.21. Other operating income and expense

This item includes other unusual and infrequent income and expenses that the Group presents separately in its consolidated income statement to facilitate understanding of current operating performance.
These include expenses and provisions relating to risks or disputes that are specific and material in relation to the Group's ordinary business.

This item also includes the following specific transactions:

- FCPE:

  Pursuant to the Chairman's decision dated 6 February 2020, acting in accordance with the authorisation granted to him by the Shareholders' Meeting dated 6 February 2020, NGE transferred 111,844 A Shares to the FCPE NGE Actionnariat.

  Employees received a matching contribution. The related expense is presented in "Other operating income and expenses";
- Goodwill impairment:

  Impairment tests led to the recognition of an impairment loss of €10.3 million on the "Specialised National Subsidiaries" CGU.

	12/31/2020	12/31/2019
FCPE	(1,086)	(3,886)
Losses on pre-acquisition worksite	-	(8,300)
Goodwill impairment losses	(10,323)	(10,000)
Other	(87)	233
OTHER OPERATING INCOME AND EXPENSE	(11,496)	(21,953)

8.22. Cost of net financial debt

	12/31/2020	12/31/2019
Income from cash and cash equivalents	39	55
Interest on bank borrowings	(7,415)	(6,875)
Interest on leasing and other debt	(4,040)	(3,598)
COST OF NET FINANCIAL DEBT	(11,416)	(10,418)

8.23. Other financial income and expenses

	12/31/2020	12/31/2019
Income from equity interests	100	150
Other financial income and expenses	(2,731)	487
Exchange differences	2,337	(786)
OTHER FINANCIAL INCOME AND EXPENSES	(294)	(149)

8.24. EBITDA

	12/31/2020	12/31/2019
Operating income from ordinary activities	55,701	68,390
Net depreciation and amortization	110,308	105,043
Net book value of disposals	10,147	4,979
EBITDA	176,156	178,412

8.25. Equity and Earnings per share

Share capital

It should be noted that by decisions of 26 March 2020, 3 July 2020 and 28 September 2020, the Chairman used the delegation granted to him and repurchased 15,500, 17,240 and 22,100 Class A ordinary shares, respectively, with a par value of €8 each, belonging to the FCPE NGE ACTIONNARIAT, to cancel them.

At 31 December 2020, the share capital was composed of 5,970,171 fully paid-up shares, including 25,030 treasury shares, each with a par value of €8 and amounting to €47,761,368.

On 8 February 2021, the 25,030 treasury shares were cancelled.

At the balance sheet date, the share capital was composed of 5,945,141 shares and amounted to €47,561,128.

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Earnings per share

Basic earnings per share are calculated by dividing the income attributable to ordinary shareholders of the parent entity by the weighted average number of ordinary shares outstanding during the period.

For the calculation of diluted earnings per share, the income attributable to ordinary shareholders of the parent entity as well as the weighted average number of shares outstanding are adjusted for the effects of all potential dilutive equity instruments. There were no dilutive instruments at 31 December 2020.

	12/31/2020	12/31/2019
Net income attribuable to owners of the parents (a)	19,760	23,393
Weighted average number of shares (c)(*)	5,945,141	6,025,011
Weighted average number free shares	-	-
Weighted average number of theoretical equity instruments (e)	5,945,141	6,025,011
EARNINGS PER SHARE (EUROS) (A/C)	**3.32**	**3.88**
DILUTED EARNINGS PER SHARE (EUROS) (A/E)	**3.32**	**3.88**

8.26. Related party transactions

		12/31/2020		12/31/2019	
In millions of euros	**Type**	**Receivables (debts)**	**Income (expense)**	**Receivables (debts)**	**Income (expense)**
Concessions and PPPs	Loan	24.9	1.6	23.9	1.1
Other associates	Current account	(0.5)	-	7.5	0.1
Managing bodies	Total cost		(7.8)		(7.0)

8.27. Off-balance sheet commitments

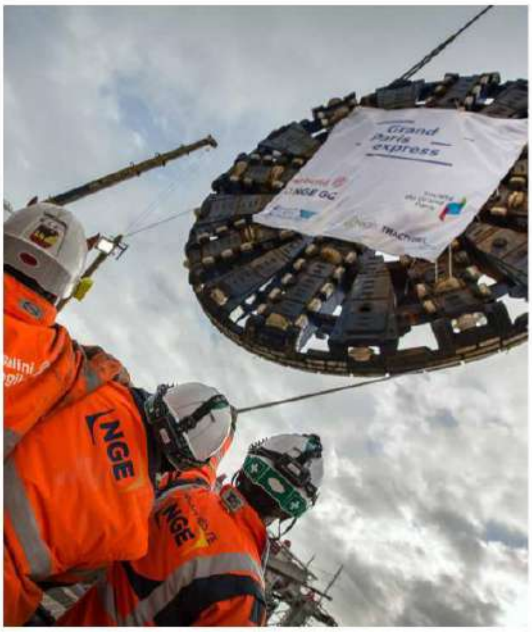
In millions of euros	12/31/2020	12/31/2019
Contract guarantees	912	828
Other sureties	339	319
TOTAL COMMITMENTS GIVEN	**1,251**	**1,147**
Deposits, guarantees and sureties held	188	187
TOTAL COMMITMENTS HELD	**188**	**187**

8.28. Headcount

	12/31/2020	12/31/2019
Senior management	2,361	2,200
Junior management	3,989	3,804
Other management	7,404	7,048
AVERAGE WORKFORCE	**13,754**	**13,052**

8.29. Wages and social charges

	12/31/2020	12/31/2019
Gross compensation	404,491	396,065
Social charges	200,023	197,161
Incentive and profit-sharing plans	13,165	15,361
PERSONAL COSTS	**617,679**	**608,587**
Retirement payments	2,283	1,873



List of consolidated companies

				12/31/2020		12/31/2019	
Company	**Head office**	**Form**	**SIRET**	**Method**	**% Interest**	**Method**	**% Interest**
NGE	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	504 124 801 00029	Parent	100	Parent	100
ABTP BIARD	ZA Vallade 24100 BERGERAC	SAS	423 753 565 00013	Fully consolidated	100	Fully consolidated	100
AGILIS	245 Allée du Sirocco - ZA la Cigalière IV 84250 LE THOR	SAS	443 222 328 00025	Fully consolidated	100	Fully consolidated	100
ALBEA EXPLOITATION	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	538 012 881 00016	Fully consolidated	50	Fully consolidated	50
ANGEL	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	813 767 035 00013	Fully consolidated	100	Fully consolidated	100
ANTARES PARTICIPATIONS	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	813 767 209 00014	Fully consolidated	100	Fully consolidated	100
ARENA 86	Palais des congrès du Futuroscope 86360 CHASSENEUIL DU POITOU	SAS	853 313 443 00022	Equity Method	17.50	Equity Method	17.50
ARTES	534, rue Marius Petipa 34080 MONTPELLIER	SARL	438 395 071 00030	Fully consolidated	100	Fully consolidated	100
ATELIER POUR LA MAINTENANCE DES ENGINS MOBILES	Parc d'Activités Coriolis TGV Rue Evariste Galois 71210 MONTCHANIN	SAS	811 342 146 00016	Equity Method	17.18	Equity Method	17.18
AUDE AGREGATS	Chemin de la Caunette 11600 LASTOURS	SAS	304 636 137 00024	Fully consolidated	35	Fully consolidated	35
AUDE BETON	ZA Batipôle 11300 ST-MARTIN-DE-VILLEREGLAN	SAS	353 943 954 00027	Fully consolidated	35	Fully consolidated	35
AUDE RECYCLAGE	RN 113 Montorgeuil 11000 CARCASSONNE	SAS	798 494 621 00013	Equity Method	17.33	Equity Method	17.33
AXE12	12 Place du Palais 61000 ALENÇON	SAS	531 915 098 00010	Fully consolidated	50	Fully consolidated	50
BARAZER TP	ZA de Restavy - Rue Jean Brito 56 240 PLOUAY	SAS	353 607 294 00041	Fully consolidated	100	Fully consolidated	100
BERENGIER DÉPOLLUTION	Lieu-dit La Perière 49170 SAINT-GERMAIN-DES-PRÉS	SAS	413 395 104 00057	Fully consolidated	100	Fully consolidated	100
BERGERAC MATÉRIAUX ET VALORISATION	Rue Louis Armand ZI de Camp Réael BP 628 24106 BERGERAC	SARL	812 720 415 00015	Equity Method	25	Equity Method	25
BRIGNOLES LIBERTÉ LOT 2	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SCCV	852 279 355 00014	Fully consolidated	100	Fully consolidated	100
BROUTIN TP	Zone Industrielle 62440 HARNES	SAS	789 188 349 00029	Fully consolidated	100	Fully consolidated	100
CALCAIRES CATALANS	Route d'Opoul - Sarrat de la traverse 66600 SALSES-LE-CHÂTEAU	SAS	791 851 900 00013	Fully consolidated	50	Fully consolidated	50
CALCAIRES DU BITERROIS	Lieudit Garrigue de Bayssan 34500 BÉZIERS	SAS	514 743 574 00014	Equity Method	50	Equity Method	50
CALCAIRES DU DIJONNAIS	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	788 588 358 00010	Fully consolidated	74	Fully consolidated	74
CARDINAL ÉDIFICE	Zone Artisanale 35330 MERNEL	SAS	950 033 555 00026	Fully consolidated	100	Fully consolidated	100
CARRIÈRE DE BAYSSAN	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	413 838 020 00043	Fully consolidated	100	Fully consolidated	100
CARRIÈRE DE BOULBON	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	438 796 252 00015	Fully consolidated	100	Fully consolidated	100
CAZAL	8 Zone de Cardona 11410 SALLES-SUR-L'HERS	SAS	313 211 864 00027	Fully consolidated	100	Fully consolidated	100
CORRÈZE ENROBÉS	ZI Tulle Est 19000 TULLE	SARL	400 002 218 00016	Equity Method	43	Equity Method	43
DANIEL TP	Zone Artisanale 35330 MERNEL	SAS	679 860 211 00025	Fully consolidated	100	-	-
EDELICHT	7, rue de Sélestat 68180 HORBOURG-WIHR	SAS	488 496 530 00012	Fully consolidated	100	-	-
EGENIE	295, rue Fontfillol Lot B - ZAC des Codaux 81370 SAINT-SULPICE	SAS	440 856 292 00022	[illegible]	100	Fully consolidated	100
EGYFRAIL	62 Ahmed Afifi St. - Media City AGOUZA	SA	54517	Fully consolidated	[illegible]	Fully consolidated	49

Company	Head office	Form	SIRET	12/31/2020 Method	12/31/2020 % Interest	12/31/2019 Method	12/31/2019 % Interest
EHTP	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	439 987 405 00024	Fully consolidated	100	Fully consolidated	100
ERBIUM	2247, Voie des Clouets 27100 VAL-DE-REUIL	SAS	819 099 169 00032	Fully consolidated	50	Fully consolidated	50
EXTER	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	453 453 045 00016	Fully consolidated	50	Fully consolidated	50
FONCIÈRE DES ALPILLES	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	401 065 321 00036	Fully consolidated	100	Fully consolidated	100
FRASCA	12, rue Eugène Freyssinet 77500 CHELLES	SAS	572 062 859 00036	Fully consolidated	100	Fully consolidated	100
FUTURARENA	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	852 864 404 00011	Fully consolidated	99.9	Fully consolidated	99.9
FVF	Chemin du Corps de Garde 77500 CHELLES	SAS	483 288 163 00015	Fully consolidated	100	Fully consolidated	100
GARLABAN FINANCES	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	834 178 394 00013	Fully consolidated	100	Fully consolidated	100
GÉNÉRALE ROUTIÈRE	Rue n°3 - n°6 - Quartier Oasis 20420 CASABLANCA	SA de droit marocain	RCS Casablanca 89363	Fully consolidated	100	Fully consolidated	100
GIPERAIL	38/44, rue Jean Mermoz T 78600 MAISONS-LAFFITTE	SNC	413 173 238 00044	Fully consolidated	50	Fully consolidated	50
GME ENROBÉS	P.A du Peuras - 498 Avenue du Peuras 38210 TULLINS	SAS	843 958 505 00011	Fully consolidated	54	Fully consolidated	54
GMS ENROBÉS	P.A du Peuras - 498 Avenue du Peuras 38210 TULLINS	SAS	482 029 303 00021	Fully consolidated	54	Fully consolidated	54
GRANULATS DE L'EST	8 Chemin Barbier 97412 BRAS PANON	SAS	800 730 673 00020	Equity Method	35	Equity Method	35
GUINTOLI	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	447 754 086 00018	Fully consolidated	100	Fully consolidated	100
HOLDING MAURI	11250 COUFFOULENS	SAS	418 598 306 00011	Fully consolidated	35	Fully consolidated	35
HOLDING TPRN	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	513 281 907 00016	Fully consolidated	100	Fully consolidated	100
ILA CATALA DÉVELOPPEMENT	Hôtel de Ville - Boulevard du 14 Juillet 66420 LE BARCARES	SEMOP	841 062 342 00016	Equity Method	28	Equity Method	28
JAUMONT FINANCES	Ecart de Saint Hubert 57360 MALANCOURT LA MONTAGNE	SAS	801 465 352 00020	Fully consolidated	89.55	Fully consolidated	89.55
KASTONETHI	7, rue de Sélestat 68180 HORBOURG-WIHR	SAS	801 727 801 00020	Fully consolidated	100	-	-
LA CHAMPENOISE	La Champagne 24270 SAINT-CYR-LES-CHAMPAGNES	SAS	307 013 938 00013	Fully consolidated	65	Fully consolidated	65
LA SAGNE AMÉNAGEMENT	26 Rue Aristide Boucicaut 11100 NARBONNE	SAS	852 897 537 00019	Equity Method	20	Equity Method	20
LACIS	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	513 027 821 00018	Fully consolidated	100	Fully consolidated	100
LAGARRIGUE	Place de la République 12300 FIRMI	SAS	426 680 187 00017	Fully consolidated	100	Fully consolidated	100
LE CHÊNE CONSTRUCTIONS	ZA de la Landelle - 5, rue des Echanges 56200 LA GACILLY	SAS	388 190 845 00031	Fully consolidated	100	Fully consolidated	100
LES CARRIÈRES DES PUYS	63230 SAINT-PIERRE-LE-CHASTEL	SAS	488 725 995 00010	Equity Method	30	Equity Method	30
LES CLÉS DE SAINT LYS	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SCI	753 229 863 00026	Fully consolidated	100	Fully consolidated	100
LES ÉNERGIES DE LA CITÉ	Chemin de la Lalette 65000 TARBES	SAS	824 391 460 00014	Equity Method	30	Equity Method	30
LES LIANTS DE L'ESTUAIRE	Zone Industrielle du Havre Sandouville 76430 SAINT-ROMAIN-DE-COLBOSC	SARL	344 110 572 00015	Equity Method	39	Equity Method	39
LSO	Lacombe 19100 BRIVE-LA-GAILLARDE	SAS	381 801 844 00014	Fully consolidated	100	Fully consolidated	100
LOSANGE EXPLOITATION	2247, Voie des Clouets 27100 VAL-DE-REUIL	SAS	831 268 156 00039	Fully consolidated	[illegible]	Fully consolidated	50
LPF TP	Rue des Queyries 33100 BORDEAUX	SAS	433 689 510 00025	Fully consolidated	[illegible]	Fully consolidated	[illegible]

				12/31/2020		12/31/2019	
Company	**Head office**	**Form**	**SIRET**	**Method**	**% Interest**	**Method**	**% Interest**
MAINTENANCE TARBES CONTOURNEMENT	30, avenue de Larrieu 31081 TOULOUSE Cedex 1	SAS	523 458 529 00014	Equity Method	50	Equity Method	50
MARMIN TP	Rue des Verrotières – ZI des Dunes 62100 CALAIS	SAS	810 185 025 00014	Fully consolidated	100	Fully consolidated	100
MATERIAUX ENROBES DU HAUT RHIN	Lieu-Dit Obere Hart 68890 REGUISHEIM	SAS	379 170 368 00037	Equity Method	23	-	-
MAURI	Le Village 11250 COUFFOULENS	SAS	302 221 445 00018	Fully consolidated	35	Fully consolidated	35
MEDRAIL	Burjuman Business tower Bur Dubai DUBAI (UAE)	SA		Fully consolidated	50	Fully consolidated	50
MENUISERIE CARDINAL	Les Rochelles 35330 MAURE-DE-BRETAGNE	SAS	500 808 845 00035	Fully consolidated	100	Fully consolidated	100
METRICRAIL	38/44, rue Jean Mermoz T 78600 MAISONS-LAFFITTE	SARL	453 685 307 00036	Fully consolidated	50	Fully consolidated	50
MIRE	12, rue Eugène Freyssinet 77500 CHELLES	SAS	432 623 130 00049	Fully consolidated	100	Fully consolidated	100
MISTRAL FINANCES	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	812 189 512 00013	Fully consolidated	100	Fully consolidated	100
MONESTIER FINANCES	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	834 174 641 00011	Fully consolidated	100	Fully consolidated	100
MULLER TP	Domaine de Sabré 57420 COIN-LES-CUVRY	SAS	447 754 235 00037	Fully consolidated	100	Fully consolidated	100
NGE AUTOROUTES	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	834 152 001 00014	Equity Method	10	Equity Method	10
NGE CONCESSIONS	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	789 270 360 00017	Fully consolidated	100	Fully consolidated	100
NGE CONNECT	133 Boulevard de Graville 76 600 LE HAVRE	SAS	532 261 591 00020	Fully consolidated	100	-	-
NGE CONTRACTING	20, rue de Caumartin 75009 PARIS	SAS	789 570 009 00017	Fully consolidated	100	Fully consolidated	100
NGE CONTRACTING (COLOMBIE)	Calle 75 No 3 - 53, de la ciudad Bogotà BOGOTA	SAS	02985245	Fully consolidated	100	Fully consolidated	100
NGE CONTRACTING (CÔTE D'IVOIRE)	ABIDJAN MARCORY BIETRY, Zone 4 Boulevard de Marseille ABIDJAN	SAS	2018832375	Fully consolidated	100	Fully consolidated	100
NGE CONTRACTING (URUGUAY)	1429 Circunvalacion Durango 2D MONTEVIDEO	SA	217540230011	Fully consolidated	100	Fully consolidated	100
NGE CONTRACTING LLC	Rufaa Tower, Al Meena Street DOHA	SARL	CR no/24722	Fully consolidated	69,8	Fully consolidated	69,8
NGE CONTRACTING Ltd	30 Independent Place, London E8 2HE LONDON	SARL	10056562	Fully consolidated	100	Fully consolidated	100
NGE ENERGIES NOUVELLES	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	513 316 018 00011	Fully consolidated	100	Fully consolidated	100
NGE FONDATIONS	29, rue des Tâches 69800 SAINT-PRIEST	SAS	348 099 987 00029	Fully consolidated	100	Fully consolidated	100
NGE GENIE CIVIL	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	487 469 330 00012	Fully consolidated	100	Fully consolidated	100
NGE INFRANET	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	501 241 624 00045	Fully consolidated	100	Fully consolidated	100
NGE SAUDI ARABIA	Sheikh Abdullah Al Angari Street Al Worood District - P.O. Box 61295RIYADH 11565	LLC	Limited Liability Company	Fully consolidated	54	Fully consolidated	54
NICOLO	Route de la Baronne ZA St Esteve 06640 SAINT-JEANNET LES PLANS	SAS	408 822 757 00022	Fully consolidated	100	Fully consolidated	100
OFFROY	12, rue Eugène Freyssinet 77500 CHELLES	SAS	745 751 693 00037	Fully consolidated	100	Fully consolidated	100
OLICHON	Rue Jules Védrines - ZI de Keryado 56100 LORIENT	SAS	865 500 052 00010	Fully consolidated	100	Fully consolidated	100
P2R	4, rue des Frères Lumières 69330 MEYZIEU	SARL	421 063 074 00023	[illegible]	[illegible]	Equity Method	21,5
PASS	22 bis, rue de Romainville 03300 CUSSET	SAS	401 528 971 00013	Fully consolidated	[illegible]	Fully consolidated	55

Company	Head office	Form	SIRET	12/31/2020 Method	12/31/2020 % Interest	12/31/2019 Method	12/31/2019 % Interest
PEVERAIL	Chemin du Corps de Garde 77500 CHELLES	SNC	432 549 590 00011	Fully consolidated	50	Fully consolidated	50
PLATE-FORME	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	443 642 731 00014	Fully consolidated	100	Fully consolidated	100
PLATEFORME MAROC FORMATION	CASABLANCA Zone Industrielle Sapino - Lot 854 20240 NOUACEUR	SARL	RCS Casablanca 342857	Fully consolidated	100	Fully consolidated	100
PONTIGGIA	7, rue de Sélestat 68180 HORBOURG-WIHR	SAS	380 722 504 00020	Fully consolidated	100	-	-
PONTIGGIA INDUSTRIE	7, rue de Sélestat 68180 HORBOURG-WIHR	SAS	837 934 413 00019	Fully consolidated	100	-	-
PORT-ADHOC	14, avenue de l'Opéra 75001 PARIS	SAS	478 972 649 00014	Equity Method	16,46	Equity Method	16.46
POSOCCO	Plaine Villalbe Basse – Le Chapitre 11000 CARCASSONNE	SAS	651 850 349 00036	Fully consolidated	35	Fully consolidated	35
RAILSOURCE LIMITED	Units 25-03 - China Insurance Group Building 141 Des Voeux Road Central HONG KONG	SA	949 455	Fully consolidated	100	Fully consolidated	100
REHACANA	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	501 698 153 00019	Fully consolidated	100	Fully consolidated	100
ROC'S	9, rue Sully Prud'hommes ZI N°3 97420 LE PORT	SAS	352 272 439 00030	Fully consolidated	100	Fully consolidated	100
SABLIÈRES DE BRAM (Les)	Lieu-dit Le Pigné 11290 MONTRÉAL	SAS	521 103 507 00021	Fully consolidated	67.5	Fully consolidated	67.5
SABLIÈRE DE LA SALANQUE	Sarrat de la Traverse - Route d'Opoul D5 66600 SALSES LE CHATEAU	SAS	624 200 804 00042	Fully consolidated	50	Fully consolidated	50
SAGE S RAIL	295, rue Fontfillol – ZAC Les Cadaux 81370 SAINT-SULPICE	SAS	532 596 418 00022	Fully consolidated	100	Fully consolidated	100
SAPAG	18 Rue Denis Papin 59650 VILLENEUVE D'ASCQ	SAS	793 165 341 00025	Equity Method	33,2	Equity Method	33,2
SCI CD5	8, rue de la Martinique 68270 WITTENHEIM	SCI	793 668 054 00018	Fully consolidated	100	-	-
SCI LA SALANQUE	Route d'opoul 66600 SALES-LE-CHATEAU	SCI	479 466 245 00038	Fully consolidated	50	Fully consolidated	50
SCI LES CADAUX	295, rue Fontfillol Lot B - ZAC Les Cadaux 81370 SAINT-SULPICE	SCI	749 935 904 00021	Fully consolidated	100	Fully consolidated	100
SCI PONTI	8, rue de la Martinique 68270 WITTENHEIM	SCI	497 637 074 00012	Fully consolidated	100	-	-
SDBE	20, rue de Caumartin 75009 PARIS	SAS	419 921 200 00038	Fully consolidated	100	Fully consolidated	100
SEGAUTO	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	513 027 920 00018	Fully consolidated	100	Fully consolidated	100
SEHB	730, rue de la Calatière - ZI Ouest 01100 VEYZIAT	SAS	799 786 496 00015	Fully consolidated	80.1	Fully consolidated	80.1
SERFOTEX	Lieu-dit La Perière 49170 SAINT-GERMAIN-DES-PRÉS	SAS	402 969 117 00041	Fully consolidated	100	Fully consolidated	100
SGL	Le Griffolet 19270 USSAC	SAS	424 034 056 00020	Fully consolidated	95	Fully consolidated	95
SIFEL	12, rue Eugène Freyssinet 77500 CHELLES	SAS	385 045 091 00035	Fully consolidated	100	Fully consolidated	100
SIORAT	Parc d'activités de Laurade 13103 SAINT-ETIENNE-DU-GRES	SAS	676 820 137 00278	Fully consolidated	100	Fully consolidated	100
SLD TP	610, rue Marie Marvingt 54200 TOUL	SAS	329 702 773 00030	Fully consolidated	100	Fully consolidated	100
SNPT	Parc d'activités de Laurade 13103 SAINT-ÉTIENNE-DU-GRÈS	SAS	753 158 666 00028	Fully consolidated	100	Fully consolidated	100
SOC	Avenue de Pagnot - Lieudit Magudas 33160 SAINT-MEDARD-EN-JALLES	SAS	449 336 924 00013	Fully consolidated	100	Fully consolidated	100
SOCAL	11400 LABÉCÈDE-LAURAGAIS	SAS	382 184 315 00010	Fully consolidated	100	Fully consolidated	100
SOCIÉTÉS DES ENROBÉS CLERMONTOIS	ZAC du Chancet 63530 VOLVIC	SAS	812 397 602 00010	Equity Method		Equity Method	33

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				12/31/2020		12/31/2019	
Company	Head office	Form	SIRET	Method	% Interest	Method	% Interest
SOCIÉTÉ DES ENROBÉS GENEVOIS	PA du Peuras - 498, avenue du Peuras 38210 TULLINS	SAS	808 303 044 00016	Fully consolidated	35	Fully consolidated	35
TCP RAIL Inc	Avenida Domingo Diaz – Entrada a Brisas DISTRITO DE SAN MIGUELITO - PANAMA	SA	725 166	Fully consolidated	50	Fully consolidated	50
TP LYAUDET	ZA la Courtine 63820 SAINT-JULIEN-PUY-LAVÈZE	SAS	343 940 490 00018	Fully consolidated	100	Fully consolidated	100
TPRN	156/220, rue des Fomards 59273 FRETIN	SAS	332 346 857 00029	Fully consolidated	100	Fully consolidated	100
TSO	Chemin du Corps de Garde 77500 CHELLES	SAS	747 252 120 00015	Fully consolidated	100	Fully consolidated	100
TSO CATÉNAIRES	Chemin du Corps de Garde 77500 CHELLES	SAS	432 455 764 00014	Fully consolidated	100	Fully consolidated	100
TSO-NGE MEXICO	Avenida Insurgentes sur NO.813 – Piso 2 Desp. 201-8 – Colonia Napoles MEXICO	SA	TME140702805	Fully consolidated	100	Fully consolidated	100
TSO SIGNALISATION	Chemin du Corps de Garde 77500 CHELLES	SAS	817 401 581 00019	Fully consolidated	100	Fully consolidated	100
TSO URUGUAY	1567, rue Rostang MONTEVIDEO	SA	15315	Fully consolidated	100	Fully consolidated	100
VAGLIO LUX	37, rue des Trois Cantons Grand Duché de Luxembourg L-3961 EHLANGE-SUR-MESS	SA	B73.532	Fully consolidated	89.55	Fully consolidated	89.55
VAGLIO SAS	Écart de Saint Hubert 57360 MALANCOURT-LA-MONTAGNE	SAS	302 638 424 00028	Fully consolidated	89.55	Fully consolidated	89.55
VGC	Écart de Saint Hubert 57360 MALANCOURT LA MONTAGNE	SAS	507 607 307 00018	Fully consolidated	94.77	Fully consolidated	94.77

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Publication manager: NGE Direction Financière
Pictures supply: Photothèque NGE
Imprimerie LACROIX – Imprim'vert – April 2021

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SUBSCRIPTION AND SALE

1. Placement Agreement

Pursuant to a placement agreement dated 6 December 2021 entered into between Crédit Lyonnais and Société Générale (the "**Joint Lead Managers**") and the Issuer (the "**Placement Agreement**"), the Joint Lead Managers have jointly and severally agreed with the Issuer, subject to satisfaction of certain conditions, to procure subscription and payment for, failing which, to subscribe the Notes at an issue price equal to 100 per cent. of their principal amount, less the commissions agreed between the Issuer and the Joint Lead Managers. The Placement Agreement entitles, in certain circumstances, the Joint Lead Managers to terminate it prior to payment being made to the Issuer. The Issuer has agreed to indemnify the Joint Lead Managers against certain liabilities in connection with the offer and sale of the Notes.

2. Selling Restrictions

2.1 General

Each Joint Lead Manager has agreed to observe all applicable laws and regulations in each jurisdiction in or from which it may acquire, offer, sell or deliver Notes or have in its possession or distribute this Prospectus or any other offering material relating to the Notes.

No action has been or will be taken by the Joint Lead Managers in any country or jurisdiction that would permit a public offering of the Notes, or the possession or distribution of this Prospectus or any other offering material relating to the Notes, in any country or jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any document, advertisement or other offering material relating to the Notes may be distributed in or from, or published in, any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations and will not impose any obligations on the Issuer.

2.2 European Economic Area

Prohibition of sales to EEA Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area (the "**EEA**").

For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

   (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, as amended ("**MiFID II**"); and/or

   (ii) a customer within the meaning of the Directive 2016/97/EU of the European Parliament and of the Council of 20 January 2016 on insurance distribution, as amended (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and/or

   (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, as amended (the "**Prospectus Regulation**"); and

(b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

France

Each Joint Lead Manager has represented and agreed that it has not offered or sold and will not offer or sell, directly or indirectly, any Notes in the Republic of France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed in the Republic of France, this Prospectus or any other offering material relating to the Notes, except to qualified investors (*investisseurs qualifiés*), as defined in, and in accordance with, the Prospectus Regulation and Article L.411-2° of the French *Code monétaire et financier*.

2.3 United Kingdom

Prohibition of sales to UK Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the United Kingdom.

For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565, as amended, as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); and/or

(ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended ("**FSMA**") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; and/or

(iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA; and

(b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

Other United Kingdom regulatory restrictions

Each Joint Lead Manager has represented and agreed that:

(i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA received by it in connection with the issue or sale of the Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

2.4 United States

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and may not be offered or sold, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. persons (as defined Regulation S under the Securities Act

("**Regulation S**")) except pursuant to an exemption from, or a transaction not subject to, the registration requirements of the Securities Act.

The Notes are only being offered and sold outside of the United States in offshore transactions, in accordance with Regulation S. Terms used in this paragraph have the meaning given to them by Regulation S.

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

3. Legality of purchase

Neither the Issuer, the Joint Lead Managers nor any of their respective affiliates has or assumes responsibility for the lawfulness of the subscription or acquisition of the Notes by a prospective investor in the Notes, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

GENERAL INFORMATION

1. The AMF has approved this Prospectus under approval number no. 21-518 on 6 December 2021. The Prospectus has been approved by the AMF, as competent authority under the Prospectus Regulation. The AMF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer and of the quality of the Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. This Prospectus is valid until the date on which the Notes will be admitted to trading on Euronext Paris. The obligation to supplement the Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Prospectus is no longer valid.

2. The 2028 Notes have been accepted for clearance through Euroclear France, Clearstream, Luxembourg and Euroclear with the Common Code number 241709353. The International Securities Identification Number (ISIN) for the 2028 Notes is FR0014006W81. The Financial Instrument Short Name (FISN) for the 2028 Notes is NGE/3.2 Bd 20281208 Sr. The Classification of Financial Instrument (CFI) code for the 2028 Notes is DBFNFB.

   The 2029 Notes have been accepted for clearance through Euroclear France, Clearstream, Luxembourg and Euroclear with the Common Code number 241709388. The International Securities Identification Number (ISIN) for the 2029 Notes is FR0014006WA5. The Financial Instrument Short Name (FISN) for the 2029 Notes is NGE/3.4 Bd 20291208 Sr. The Classification of Financial Instrument (CFI) code for the 2029 Notes is DBFNFB.

   The address of Euroclear France is 66, rue de la Victoire, 75009 Paris, France. The address of Clearstream, Luxembourg is 42, avenue John Fitzgerald Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg. The address of Euroclear is 1, boulevard du Roi Albert II, 1210 Bruxelles, Belgium.

3. Application has been made for the Notes to be admitted to trading on Euronext Paris as from the Issue Date. The total expenses related to the admission to trading of the 2028 Notes are estimated to €7,630 and the total expenses related to the admission to trading of the 2029 Notes are estimated to €9,175 (including AMF and Euronext Paris fees).

4. The Issuer's Legal Entity Identifier (LEI) is 969500B2FUJ5DH639689.

5. The issue of the Notes was decided by the President (*Président*) of the Issuer on 24 November 2021, upon prior unanimous decision of the shareholders of the Issuer dated 8 November 2021.

6. The statutory auditors of the Issuer for the period covered by the historical financial information are IFEC and TALENZ ARES AUDIT (formerly AREs X-PERT Audit). They have audited and rendered unqualified audit reports on the financial statements of the Issuer for each of the financial years ended 31 December 2019 and 31 December 2020. IFEC belongs to the *Compagnie Régionale des Commissaires aux Comptes* of Versailles and TALENZ ARES AUDIT (formerly AREs X-PERT Audit) belongs to the *Compagnie Régionale des Commissaires aux Comptes* of Nîmes.

7. The yield of the 2028 Notes, as calculated at the Issue Date, on the basis of the issue price of the 2028 Notes and depending on the achievement of the Sustainable Performance Targets at each Valuation Date in accordance with Condition 7.2 of the Terms and Conditions of the 2028 Notes, would be:

   - 3.200 per cent. *per annum*, assuming that no interest step-up or step-down is applied (*i.e.*, the 2028 Notes bear interest at the Initial Interest Rate until the Maturity Date);

   - comprised between 3.000 per cent. *per annum* (if all of the Sustainable Performance Targets are complied with and an interest step-down of 20 basis points is applied at each Interest Payment Date from 8 December 2023 until the Maturity Date) and 3.300 per cent. *per annum* (if none of the Sustainable Performance Target are complied with and an interest step-up of 10 basis points is applied at each Interest Payment Date from 8 December 2023 until the Maturity Date).

   It is not an indication of future yield.

The yield of the 2029 Notes, as calculated at the Issue Date, on the basis of the issue price of the 2029 Notes and depending on the achievement of the Sustainable Performance Targets at each Valuation Date in accordance with Condition 7.2 of the Terms and Conditions of the 2029 Notes, would be:

- 3.400 per cent. *per annum*, assuming that no interest step-up or step-down is applied (*i.e.*, the 2029 Notes bear interest at the Initial Interest Rate until the Maturity Date);
- comprised between 3.200 per cent. *per annum* (if all of the Sustainable Performance Targets are complied with and an interest step-down of 20 basis points is applied at each Interest Payment Date from 8 December 2023 until the Maturity Date) and 3.500 per cent. *per annum* (if none of the Sustainable Performance Target are complied with and an interest step-up of 10 basis points is applied at each Interest Payment Date from 8 December 2023 until the Maturity Date).

It is not an indication of future yield.

Investors shall take into consideration such yields very carefully given the uncertainty of occurrence of an interest step-down or an interest step-up.

8. Save for any fees payable to the Joint Lead Managers, as far as the Issuer is aware, no person involved in the offer of the Notes has an interest, including conflicting ones, that is material to the issue of the Notes.

9. Save as disclosed in this Prospectus, there has been no significant change in the financial performance and/or financial position of the Issuer or the Group since 31 December 2020.

10. Save as disclosed in this Prospectus, there has been no material adverse change in the prospects of the Issuer or the Group since 31 December 2020.

11. Save as disclosed in this Prospectus, neither the Issuer, nor any of its Subsidiaries, is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), which may have, or have had in the past twelve (12) months, significant effects on the Issuer and/or the Group's financial position or profitability.

12. In this Prospectus, unless otherwise specified, references to a "**Member State**" are references to a Member State of the European Economic Area, references to "**EUR**" or "**euro**" or "**€**" are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended.

13. This Prospectus contains forward-looking statements. All statements other than statements of historical facts included in this Prospectus, including, without limitation, those regarding the Issuer's financial position, business strategy, plans and objectives of management for future operations, are forward-looking statements. Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Issuer, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding the Issuer's present and future business strategies and the environment in which the Issuer will operate in the future. The Issuer expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any change in the Issuer's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

14. The Joint Lead Managers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Joint Lead Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. The Joint Lead Managers and their affiliates may also make investment recommendations and/or publish or

express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

15. So long as any of the Notes are outstanding, copies of:

    (i) this Prospectus together with any supplement to this Prospectus;

    (ii) the Fiscal Agency Agreement;

    (iii) the Pledge Agreement;

    (iv) the Intercreditor Agreement;

    (v) the *statuts* (by-laws) of the Issuer; and

    (vi) any reports, letters, and other documents, valuations and statements prepared by any expert at the Issuer's request any part of which is included or referred to in this Prospectus;

    will be obtainable, free of charge, at the specified office for the time being of the Issuer during normal business hours. This Prospectus together with any supplement to this Prospectus are or will also be available on the website of the AMF (www.amf-france.org). The documents listed in (i), (iii), (iv), (v) and (vi) above are also available on the website of the Issuer (www.nge.fr).

16. The website of the Issuer is (www.nge.fr). The information on such website and on any other website included in this Prospectus do not form part of this Prospectus and has not been scrutinised or approved by the AMF.

PERSON RESPONSIBLE FOR THE INFORMATION CONTAINED IN THE PROSPECTUS

I hereby certify that the information contained in this Prospectus is, to the best of my knowledge, in accordance with the facts and contains no omission likely to affect its import.

NGE
Parc d'activité de la Laurade
13103 Saint-Etienne-du-Grès
France

Duly represented by:
Jean-Sébastien Leoni
Executive Vice President (*Directeur Général Adjoint*)

Dated 6 December 2021

AMF | AUTORITÉ DES MARCHÉS FINANCIERS

This Prospectus has been approved by the AMF, in its capacity as competent authority under Regulation (EU) 2017/1129. The AMF has approved this Prospectus after having verified that the information it contains is complete, coherent and comprehensible within the meaning of Regulation (EU) 2017/1129.

This approval is not a favourable opinion on the Issuer and on the quality of the Notes described in this Prospectus. Investors should make their own assessment of the opportunity to invest in such Notes.

This Prospectus has been approved on 6 December 2021 and is valid until the date of admission of the Notes to trading on Euronext Paris and shall, during this period and in accordance with the provisions of Article 23 of Regulation (EU) 2017/1129, be completed by a supplement to the Prospectus in the event of new material facts or substantial errors or inaccuracies.

This Prospectus obtained the following approval number: 21-518.

ISSUER

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13103 Saint-Etienne-du-Grès
France

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France

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