CASINO, GUICHARD-PERRACHON
A French public limited company (*société anonyme*) with a share capital of €165,892,131.90
and its registered office at 1, cours Antoine Guichard, 42000 Saint-Etienne, France,
registered with the Saint-Etienne Trade and Companies Registry under number 554 501 171
(hereinafter the "**Company**" or "**CGP**")

Notification by CGP's Court-Appointed Receivers to the parties affected by the draft accelerated safeguard plan of the process for assigning the parties to different classes and calculating the voting rights within each class (Articles R. 626-30, V and R. 626-58 of the French Commercial Code [*Code de commerce*])

In a decision handed down on 25 October 2023, the Paris Commercial Court decided to open accelerated safeguard proceedings (*procédure de sauvegarde accélérée*) for the Company and appointed:

– SELARL FHBX, represented by Maître Hélène Bourbouloux, whose business address is 176, avenue Charles de Gaulle, 92200 Neuilly-sur-Seine;

– SELARL Thevenot Partners, represented by Maître Aurélia Perdereau, whose business address is 42, rue de Lisbonne, 75008 Paris; and

– SCP Abitbol et Rousselet, represented by Maître Frédéric Abitbol, whose business address is 38, avenue Hoche, 75008 Paris,

in their capacity as court-appointed receivers of the Company in a supervisory role (the "**Court-Appointed Receivers**").

The Company's draft accelerated safeguard plan includes:

– a debt restructuring plan, and

– a change in the rights of the Company's shareholders.

In a notice published in the *Bulletin des Annonces Légales Obligatoires* on 30 October 2023 in accordance with Article R. 626-55 of the French Commercial Code, the Court-Appointed Receivers informed the holders of claims and rights pre-dating the decision to open accelerated safeguard proceedings for the Company that they are members of a class of parties affected by the draft accelerated safeguard plan within the meaning of Article L. 626-30 of the French Commercial Code.

This document describes the process for assigning the affected parties to different classes and calculating the voting rights within each class, in accordance with Articles L. 626-30, V and R. 626-58 of the French Commercial Code.

1. Process for assigning the affected parties to different classes, criteria used to determine the composition of the classes of affected parties and list of classes of affected parties

In accordance with Article L. 626-30, III of the French Commercial Code, the Court-Appointed Receivers are responsible for using verifiable objective criteria to assign the affected parties to different classes, each representing a sufficiently large community of economic interests, as follows:

– creditors with security interests in assets belonging to the debtor are assigned to a separate class from other creditors, for their secured claims;

– the assignment of affected parties to the different classes complies with the intercreditor agreements entered into prior to the opening of the accelerated safeguard proceedings and brought to the attention of the Court-Appointed Receivers, and

– shareholders may be assigned to one or more classes.

The classes are created based on the following objective criteria:

- the nature of the claims;
- the existence of liens and/or security interests;
- the nature of the rights and/or securities held by each of the affected parties; and
- the contractual rankings of the parties to the Intercreditor Agreement of 20 November 2019, including (i) the holders of the high-yield notes issued by Quatrim under New York State law, (ii) the lenders under the Senior Facilities Agreement dated 1 April 2021 entered into under United Kingdom law by Casino, Guichard-Perrachon and (iii) the lenders under the Revolving Facility Agreement dated 18 November 2019 governed by French law, initially entered into by CGP, Casino Finance and Monoprix as Borrowers (the "**Intercreditor Agreement**").

The list of classes of affected parties and the criteria used to assign the parties to their respective classes are shown below:

<table>
<tr><th colspan="2">Classes of affected parties</th><th>Class members</th><th>Assignment criteria</th></tr>
<tr><td colspan="4">Creditors with security interests</td></tr>
<tr><td colspan="4">Class 1 and Class 2 creditors are the lenders under a Term Loan B agreement dated 1 April 2021 (the "TLB") and/or the lenders under a Revolving Facility Agreement dated 18 November 2019 (the "RFA"), in respect of CGP’s guarantee securing the RFA.
These creditors hold the following security interests:
- The TLB creditors hold a number of security interests, including:
o pledged second and third ranking securities accounts;
o pledged second ranking intragroup receivables and pledged first ranking receivables;
o pledged second ranking bank accounts.
- The RFA creditors hold a number of security interests in respect of CGP’s guarantee securing the RFA, including:
o pledged first, third and fourth ranking securities accounts;
o pledged first and third ranking intragroup receivables;
o pledged second ranking receivables; and
o pledged first and third ranking bank accounts.
The claims of affected RFA and TLB creditors rank pari passu under the terms of the Intercreditor Agreement.</td></tr>
<tr><td>1</td><td>Class 1 (secured creditors)</td><td>TLB creditors and RFA creditors in respect of CGP’s guarantee securing the RFA that did not give any commitment to provide new operating financing to Casino Group (the "New Casino Group Operating Financing") prior to the opening of the accelerated safeguard proceedings.</td><td>In addition to their security interests (see above), the TLB creditors and RFA creditors in respect of CGP’s guarantee securing the RFA, constitute a community of economic interests that is separate from the community represented by Class 2 creditors, because they did not give any commitment to contribute to the New Casino Group Operating Financing prior to the opening of the accelerated safeguard proceedings.</td></tr>
<tr><td>2</td><td>Class 2 (secured creditors)</td><td>RFA creditors in respect of CGP’s guarantee securing the RFA that gave a commitment to contribute to the New Casino Group Operating Financing prior to the opening of the accelerated safeguard proceedings.</td><td>In addition to their security interests (see above), the RFA creditors in respect of CGP’s guarantee securing the RFA constitute a community of economic interests that is separate from the community represented by the Class 1 creditors, because they gave a commitment to contribute to the New Casino Group Operating Financing prior to the opening of the accelerated safeguard proceedings.</td></tr>
</table>

	Classes of affected parties	Class members	Assignment criteria
		Other creditors	
3	**Class 3 (unsecured creditors)**	Beneficial owners of: – high yield notes issued by CGP on 22 December 2020, due 15 January 2026; – high yield notes issued by CGP on 13 April 2021, due 15 April 2027; – EMTNs issued by CGP on 7 March 2014, due 7 March 2024; – EMTNs issued by CGP on 8 December 2014, due 7 February 2025; – EMTNs issued by CGP on 5 August 2014, due 5 August 2026; and – commercial paper issued on 24 February 2023 under an unsecured Negotiable European Commercial Paper (NEU CP) programme.	The beneficial owners of the high yield notes, the EMTN holders and the holder of the commercial paper have been grouped together in the same class because (i) they do not hold any security interests or personal guarantees and (ii) their instruments have a fixed maturity.
4	**Class 4 (unsecured creditors)**	Creditors in respect of the guarantee given by CGP to the beneficial owners of the Quatrim high yield notes (the "**Quatrim HY Notes**")	Creditors in respect of the guarantee for the Quatrim HY Notes do not hold any security interest granted by CGP. However, they are secured creditors of Quatrim and, as such, hold collateral including pledged shares in a subsidiary that holds Casino Group's property assets. A significant majority of the beneficial owners gave a commitment prior to the opening of the accelerated safeguard proceedings, to consent to the reinstatement of the Quatrim HY Notes with a three-year extension of their maturity (i.e., until January 2027) and the option of a further one-year extension at Quatrim's discretion. This distinguishes them from Class 3, 5 and 6 creditors.
5	**Class 5 (unsecured creditor)**	GPA, in respect of the guarantee issued to it by CGP (the "**GPA Guarantee**")	GPA (an indirect subsidiary of CGP) has a contingent claim under the GPA Guarantee, that is not secured by collateral. GPA represents a separate community of economic interests from the communities represented by Class 3 to 6 creditors due to (i) the contingent nature of the claim, the amount of which is as yet undetermined, and (ii) the fact that the GPA Guarantee exists only in relation to CGP.
6	**Class 6 (unsecured creditors)**	Holders of undated deeply subordinated notes (TSSDI)	Holders of TSSDI do not hold any security interests or personal guarantees; their instruments have no fixed maturity, are redeemable only in the event that the Company is liquidated, and are qualified by the applicable documentation as deeply subordinated notes that are subordinate in ranking to all of the issuer's unsecured debts for repayment purposes, within the meaning of Article L. 228-97 of the French Commercial Code. These features distinguish their holders in particular from Class 3 to 5 creditors.

	Classes of affected parties	Class members	Assignment criteria
		Shareholders	
7	**Class 7 (Existing Shareholders)**	Investors that held shares in the Company on the date of the Court decision opening accelerated safeguard proceedings, and their successive transferees (the "**Existing Shareholders**")	The shareholders constitute a separate class of affected parties in accordance with Article L. 626-30 of the French Commercial Code. They consist solely of Existing Shareholders that own ordinary shares, and are therefore assigned to a single class.

2. Determination of the amount of claims and rights held by the affected parties

The claim amounts used to calculate the number of votes within each class of affected parties have been determined by the Court-Appointed Receivers pursuant to Articles L. 626-30, V, R. 626-56 and R. 626-58 of the French Commercial Code. They correspond to the principal amount and accrued interest up to the contractual maturity of each claim.

The tables below, which are based on the amounts indicated by the Company and certified by the statutory auditors, show the total principal and interest for each affected claim as of the day before the Court decision opening the accelerated safeguard proceedings, for each class of affected parties except for Classes 5 and 7. For the purposes of calculating voting rights, interest accruing over the period from the opening date of the accelerated safeguard proceedings to the contractual maturity date will be taken into account only in the case of debts with an original term of one year or more.

In addition, in accordance with Article R. 626-58 of the French Commercial Code, where there is an interest rate indexation clause, the amount of interest accruing after the opening date of the accelerated safeguard proceedings is calculated at the rate applicable on the opening date.

2.1. Class 1 (secured creditors)

	Reference	Description	Claim amount *(principal and interest on the eve of the opening of accelerated safeguard proceedings)*
1	**RCF 2026 – 2051M**	Guarantee from Casino, Guichard-Perrachon as security for the Revolving Facility Agreement dated 18 November 2019 entered into under French law between Casino, Guichard-Perrachon, Casino Finance and Monoprix as Borrowers, Crédit Agricole Corporate and Investment Bank as Agent and Citibank N.A., London Branch as Security Agent, in a principal amount of €2,051,420,169, maturing on 16 July 2026 for Tranche A and on 31 October 2023 for Tranche B	€1,391,105,766.27 (plus interest accruing over the period from the opening date of the accelerated safeguard proceedings to the contractual maturity date, calculated by the method described in the list of affected claims drawn up by the Company and certified by its statutory auditors, in accordance with Article R. 626-56 of the French Commercial Code, an extract of which is presented in the appendix to this document)
2	**TLB 2025 – 1425M**	Senior Facilities Agreement dated 1 April 2021 entered into under United Kingdom law between Casino, Guichard-Perrachon as Borrower, Crédit Suisse (Deutschland) Aktiengesellschaft as Agent and Citibank N.A., London Branch as Security Agent, in a principal amount of €1,425,000,000, maturing on 31 August 2025	€1,482,319,675.00 (plus interest accruing over the period from the opening date of the accelerated safeguard proceedings to the contractual maturity date, calculated by the method described in the list of affected claims drawn up by the Company and certified by its statutory auditors, in accordance with Article R. 626-56 of the French Commercial Code, an extract of which is presented in the appendix to this document)

2.2. Class 2 (secured creditors)

	Reference	Description	Claim amount *(principal and interest on the eve of the opening of accelerated safeguard proceedings)*
1	**RCF 2026 – 2051M**	Guarantee from Casino, Guichard-Perrachon as security for the Revolving Facility Agreement dated 18 November 2019 entered into under French law between Casino, Guichard-Perrachon, Casino Finance and Monoprix as Borrowers, Crédit Agricole Corporate and Investment Bank as Agent and Citibank N.A., London Branch as Security Agent, in a principal amount of €2,051,420,169, maturing on 16 July 2026 for Tranche A and on 31 October 2023 for Tranche B	€737,641,195.39 (plus interest accruing over the period from the opening date of the accelerated safeguard proceedings to the contractual maturity date, calculated by the method described in the list of affected claims drawn up by the Company and certified by its statutory auditors, in accordance with Article R. 626-56 of the French Commercial Code, an extract of which is presented in the appendix to this document)

2.3. Class 3 (unsecured creditors)

	Reference	Description	Claim amount *(principal and interest on the eve of the opening of accelerated safeguard proceedings)*
1	**HY 2026 – 371M**	High-yield notes issued pursuant to an Indenture dated 22 December 2020 entered into under New York State law between Casino, Guichard-Perrachon as Issuer, Citibank N.A., London Branch as Registrar and Citibank N.A., London Branch as Trustee, in an initial	€390,111,547.92 (plus interest accruing over the period from the opening date of the accelerated safeguard proceedings to the contractual maturity date, calculated by the method described in the list of affected

	Reference	Description	Claim amount *(principal and interest on the eve of the opening of accelerated safeguard proceedings)*
		nominal amount of €400,000,000, maturing on 15 January 2026, identified under ISIN code XS2276596538	claims drawn up by the Company and certified by its statutory auditors, in accordance with Article R. 626-56 of the French Commercial Code, an extract of which is presented in the appendix to this document)
2	**HY 2027 – 516M**	High-yield notes issued pursuant to an Indenture dated 13 April 2021 entered into under New York State law between Casino, Guichard-Perrachon as Issuer, Citibank N.A., London Branch as Registrar and Citibank N.A., London Branch as Trustee, in a nominal amount of €525,000,000, maturing on 15 April 2027, identified under ISIN code XS2328426445	€530,297,500.00 (plus interest accruing over the period from the opening date of the accelerated safeguard proceedings to the contractual maturity date, calculated by the method described in the list of affected claims drawn up by the Company and certified by its statutory auditors, in accordance with Article R. 626-56 of the French Commercial Code, an extract of which is presented in the appendix to this document)
3	**EMTN 2024 – 509M**	Euro Medium Term Notes issued pursuant to a prospectus dated 3 December 2013 and Final Terms dated 28 February 2014, in an initial nominal amount of €900,000,000, maturing on 7 March 2024, identified under ISIN code FR0011765825	€523,615,414.69 (plus interest accruing over the period from the opening date of the accelerated safeguard proceedings to the contractual maturity date, calculated by the method described in the list of affected claims drawn up by the Company and certified by its statutory auditors, in accordance with Article R. 626-56 of the French Commercial Code, an extract of which is presented in the appendix to this document)
4	**EMTN 2025 – 357M**	Euro Medium Term Notes issued pursuant to a prospectus dated 1 December 2014 and Final Terms dated 4 December 2014, in an initial nominal amount of €650,000,000, maturing on 7 February 2025, identified under ISIN code FR0012369122	€366,514,189.59 (plus interest accruing over the period from the opening date of the accelerated safeguard proceedings to the contractual maturity date, calculated by the method described in the list of affected claims drawn up by the Company and certified by its statutory auditors, in accordance with Article R. 626-56 of the French Commercial Code, an extract of which is presented in the appendix to this document)
5	**EMTN 2026 – 414M**	Euro Medium Term Notes issued pursuant to a prospectus dated 3 December 2013 and Final Terms dated 1 December 2014, in an initial nominal amount of €900,000,000, maturing on 5 August 2026, identified under ISIN code FR0012074284	€434,992,336.39 (plus interest accruing over the period from the opening date of the accelerated safeguard proceedings to the contractual maturity date, calculated by the method described in the list of affected claims drawn up by the Company and certified by its statutory auditors, in accordance with Article R. 626-56 of the French Commercial Code, an extract of which is presented in the appendix to this document)
6	**NEUCP 2023 – 5M**	Commercial paper issued on 24 February 2023 under an unsecured Negotiable European Commercial Paper (NEU CP) programme dated 9 June 2022, in a nominal amount of USD 5,000,000, which matured on 26 June 2023, identified under ISIN code FR0127851899	€4,727,685.33

2.4. Class 4 (unsecured creditors)

	Reference	Description	Claim amount *(principal and interest on the eve of the opening of accelerated safeguard proceedings)*
1	**HY 2024 – 553M**	Non-joint and several guarantee from Casino, Guichard-Perrachon in respect of a high-yield notes Indenture dated 20 November 2019 entered into under New York State law between Quatrim as Issuer, Citibank N.A., London Branch as Registrar and Citibank N.A., London Branch as Trustee, maturing on 15 January 2024, identified under ISIN codes XS2010039118 and XS2010038490	€567,208,569.44 (plus interest accruing over the period from the opening date of the accelerated safeguard proceedings to the contractual maturity date, calculated by the method described in the list of affected claims drawn up by the Company and certified by its statutory auditors, in accordance with Article R. 626-56 of the French Commercial Code, an extract of which is presented in the appendix to this document)

2.5. Class 5 (unsecured creditor)

	Reference	Description	Claim amount *(principal and interest on the eve of the opening of accelerated safeguard proceedings)*
1	**GPA**	Guarantee in respect of an indemnity undertaking given to GPA when CGP acquired part of its capital, in respect of the impairment of goodwill generated by the acquisition	Single voter

2.6. Class 6 (unsecured creditors)

	Reference	Description	Claim amount *(principal and interest on the eve of the opening of accelerated safeguard proceedings)*
1	**TSSDI 2005 – 500M**	Undated Deeply Subordinated Notes issued pursuant to the Offering Circular dated 18 January 2005, in a nominal amount of €500,000,000, identified under ISIN code FR0010154385	€510,427,600.00 (plus interest accruing over the period from the opening date of the accelerated safeguard proceedings to the contractual maturity date, calculated by the method described in the list of affected claims drawn up by the Company and certified by its statutory auditors, in accordance with Article R. 626-56 of the French Commercial Code, an extract of which is presented in the appendix to this document)
2	**TSSDI 2005 – 100M**	Undated Deeply Subordinated Notes issued pursuant to the Offering Circular dated 11 February 2005, in a nominal amount of €100,000,000, identified under ISIN code FR0010154385 (securities assimilated with the Undated Deeply Subordinated Notes issued pursuant to the Offering Circular dated 18 January 2005)	€102,334,400.00 (plus interest accruing over the period from the opening date of the accelerated safeguard proceedings to the contractual maturity date, calculated by the method described in the list of affected claims drawn up by the Company and certified by its statutory auditors, in accordance with Article R. 626-56 of the French Commercial Code, an extract of which is presented in the appendix to this document)

	Reference	Description	Claim amount *(principal and interest on the eve of the opening of accelerated safeguard proceedings)*
3	**TSSDI 2013 – 750M**	Undated Deeply Subordinated Notes issued pursuant to the Offering Circular dated 22 October 2013, in a nominal amount of €750,000,000, identified under ISIN code FR0011606169	€771,901,315.07 (plus interest accruing over the period from the opening date of the accelerated safeguard proceedings to the contractual maturity date, calculated by the method described in the list of affected claims drawn up by the Company and certified by its statutory auditors, in accordance with Article R. 626-56 of the French Commercial Code, an extract of which is presented in the appendix to this document)

3. Methods for calculating the votes exercisable by each class of affected parties

Affected parties in Classes 1 to 4 and 6 decide by a two-thirds (2/3) majority of the votes cast by the members present or represented by proxy. Class 7 also requires a two-thirds (2/3) majority of the votes cast by shareholders present in person or represented by proxy.

Within Classes 1 to 4 and 6, the number of voting rights allocated to each creditor will be determined based on the ratio between the amount of their claim against the Company, in principal and interest (including interest accruing up to the contractual maturity date), and the total claims of the members of the class, as determined by the Court-Appointed Receivers in accordance with Article L. 626-30, V of the French Commercial Code. GPA is the sole voter in Class 5. Within Class 7, shareholders' voting rights will be determined by the same method as for extraordinary general meetings of the Company's shareholders.

Pursuant to Articles L. 626-30-1 and R. 626-57 of the French Commercial Code, any transfer of all or some of the affected claims held by the affected parties must be disclosed to the Court-Appointed Receivers by registered letter with acknowledgement of receipt sent to the above-mentioned postal addresses and by e-mail sent to the following address: **projectc@thevenotpartners.eu**, CC **casino@is.kroll.com**. The transferee of the said claims will be entitled to cast a vote within the class only from the date of receipt (which may not be later than a cut-off date to be communicated to the affected parties when they are invited to vote) of (i) the said registered letter with acknowledgement of receipt by the Court-Appointed Receivers or (ii) the confirmation of receipt of the e-mail.

4. Invitation to vote issued to the classes of affected parties, voting procedure, draft plan

The Court-Appointed Receivers will send the invitation to vote on the draft accelerated safeguard plan to the affected parties in due course, along with details of the voting procedure and the draft plan, in accordance with the applicable legislation.

5. Electronic communication with the Court-Appointed Receivers

Electronic communications should be sent by e-mail to the following address: **projectc@thevenotpartners.eu**, CC **casino@is.kroll.com**.

In accordance with Article R. 626-55 of the French Commercial Code, the use of these electronic communication methods constitutes consent to electronic transmission.

The Company's Court-Appointed Receivers:

- **SELARL FHBX** (Maître Hélène Bourbouloux)
- **SELARL Thevenot Partners** (Maître Aurélia Perdereau)
- **SCP Abitbol et Rousselet** (Maître Frédéric Abitbol)

Appendix

Extract from the list of affected claims drawn up by the Company and certified by its statutory auditors, in accordance with Article R. 626-56 of the French Commercial Code

Reference	Total amount on opening date of the accelerated safeguard proceedings (a) + (b) + (c) + (d) + (e)	Method of calculating contractual interest accruing after that date (applicable only to loans with a fixed term of at least one year)	Calculation of other interest accruing after that date	Calculation of any future indemnity, fees or commissions	Calculation of Agent fees and commissions
RCF 2026 – 2.051M	€2,128,746,961.66	<u>Contractual reference</u>: Accrued interest is calculated in accordance with Clauses 11 (Interest) and 12 (Interest Periods) of the Revolving Facility Agreement <u>Interest rate</u>: ***Revolving Facility 1 Loan and Swingline Facility 1 Loan:*** EURIBOR + margin of 2.50% per annum, with a margin ratchet as follows: If the Margin Leverage Ratio is between 2.5 and 3.5, a margin of 1.5% will be applied. If the Margin Leverage Ratio is between 3.5 and 4.5, a margin of 2% will be applied. If the Margin Leverage Ratio is between 4.5 and 5.5, a margin of 2.5% will be applied. If the Margin Leverage Ratio is greater than 5.5, a margin of 3% will be applied. The Margin Leverage Ratio corresponds to the ratio of gross debt to consolidated EBITDA for France Retail and E-commerce. ***Revolving Facility 2 Loan and Swingline Facility 2 Loan*** EURIBOR + margin of 3% per annum, with a margin ratchet as follows: If the Maintenance Leverage Ratio is less than 2.5, a margin of 1.5% will be applied. If the Maintenance Leverage Ratio is between 2.5 and 3.5, a margin of 2% will be applied. If the Maintenance Leverage Ratio is between 3.5 and 4.5, a margin of 2.5% will be applied. If the Maintenance Leverage Ratio is between 4.5 and 5.5, a margin of 3% will be applied. If the Maintenance Leverage Ratio is greater than 5.5, a margin of 3.5% will be applied. The Maintenance Leverage Ratio corresponds to the ratio of short- and long-term debt to consolidated trading profit for France Retail and E-commerce. <u>Period</u>: 1, 3 or 6 months (or any other period agreed between CGP, the Agent and all the Lenders in relation to the relevant Loan). <u>Calculation method</u>: each interest period is calculated in accordance with Clause 12.1 (Selection of Interest Periods) of the Revolving Facility Agreement. If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is	**Default interest** <u>Contractual reference</u>: default interest is calculated in accordance with Clause 11.7 (Default interest) of the Revolving Facility Agreement. (a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue to the fullest extent permitted by law and without notice (*mise en demeure*) on the overdue amount from the due date up to the date of actual payment (both before and after judgement) at a rate which, subject to paragraph (b) below, is one per cent. (1%) per annum higher than the rate which would have been payable if the overdue amount had, during the period of non payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this Clause 11.7 shall be immediately payable by the Obligor on demand by the Agent. (b) If any overdue amount consists of all or part of a Term Rate Loan and which became	**Utilisation fee** <u>Contractual reference</u>: the utilisation fee is calculated in accordance with Clause 14.1 (Utilisation Fee) of the Revolving Facility Agreement. <u>Rate</u>: ***Revolving Facility 1 Loan and Swingline Facility 1 Loan:*** (i) 0.25 per cent. per annum of the aggregate amount of the Revolving Facility 1 Loans and Swingline Facility 1 Loans on such date if such aggregate amount is greater than 0 per cent. of the amount of the Total Revolving Facility 1 Commitments but less than 33.33 per cent. of the amount of the Total Revolving Facility 1 Commitments; (ii) 0.50 per cent. per annum of the aggregate amount of the Revolving Facility 1 Loans and Swingline Facility 1 Loans on such date if such aggregate amount is greater than or equal to 33.33 per cent. of the amount of the Total Revolving Facility 1 Commitments but less than 66.66 per cent. of the amount of the Total Revolving Facility 1 Commitments; and (iii) 0.75 per cent. per annum of the aggregate amount of the Revolving Facility 1 Loans and Swingline Facility 1 Loans on such date if such aggregate amount is greater than or equal to 66.66 per cent. of the amount of the Total Revolving Facility 1 Commitments. ***Revolving Facility 2 Loans and Swingline Facility 2 Loans:*** (i) 0.40 per cent. per annum of the aggregate amount of the Revolving Facility 2 Loans and Swingline Facility 2 Loans on such date if such aggregate amount is greater than 0 per cent. of the amount of the Total Revolving Facility 2 Commitments but less than 33.33 per cent. of the amount of the Total Revolving Facility 2 Commitments; (ii) 0.80 per cent. per annum of the aggregate amount of the Revolving Facility 2 Loans and Swingline Facility 2 Loans on such date if such aggregate amount is greater than or equal to 33.33 per cent. of the amount of the Total Revolving Facility 2 Commitments but less than 66.66 per cent. of the amount of the Total Revolving Facility 2 Commitments; and (iii) 1.25 per cent. per annum of the aggregate amount of the Revolving Facility 2 Loans and Swingline Facility 2 Loans on such date if such aggregate amount is greater than or equal to 66.66 per cent. of the amount of the Total Revolving Facility 2 Commitments. <u>Due dates</u>: 23 January - 23 April - 23 July - 23 October **Commitment fee**: <u>Contractual reference</u>: this fee is calculated in accordance with	**Agency fee:** <u>Contractual reference</u>: the Agency fee is calculated in accordance with the Fee Letter dated 18 November 2019 referred to in Clause 14.4 (Agency fee) of the Revolving Facility Agreement. <u>Fee</u>: €150,000 per year, payable on the anniversary of the Closing Date €2,500 per waiver and €5,000 per amendment. Payment terms are specified in the Fee Letter. **Security Agent fee:** <u>Contractual reference</u>: the Security Agent fee is calculated in accordance with the Fee Letter dated 15 November 2019 referred to in Clause 14.5 (Security Agent fee) of the Revolving Facilities Agreement. <u>Fee</u>: €35,000 per year from the Closing Date, payable in four quarterly instalments of €8,750. The terms of payment and calculation of this fee are set out in the Fee Letter. **Indemnity to the Agent:** <u>Contractual reference</u>: this indemnity is calculated in accordance with Clause 17.3 (Indemnity to the Agent) of the Revolving Facility Agreement. <u>Indemnity</u>: CGP shall promptly indemnify the Agent against any cost, loss or liability incurred by the Agent (acting reasonably) as a result of: (a) investigating any event which it reasonably believes is an Event of Default; (b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or (c) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under the Revolving Facility Agreement. **Transaction expenses:** <u>Contractual reference</u>: this indemnity is calculated in accordance with Clause 19.1 (Transaction expenses) of the Revolving Facility Agreement. <u>Indemnity</u>: CGP shall within five Business Days of a demand accompanied by the relevant invoice pay the Agent, the Arrangers and the Security Agent the amount of all documented costs and expenses (including legal fees) reasonably incurred by any of them in connection with the negotiation, preparation, printing, execution, syndication and perfection of: (a) the Revolving Facility Agreement and any other document referred to in this Agreement, and the Transaction Security; and (b) any other Finance Documents executed after the date of this Agreement.

		not). <u>Defined terms</u>: "EURIBOR" means, in relation to any Revolving Loan in euro which is a Term Rate Loan: (a) the applicable Screen Rate as of the Specified Time for euro and for a period equal in length to the Interest Period of that Revolving Loan; or (b) as otherwise determined pursuant to Clause 13.1 (Unavailability of Screen Rate), and if, in either case, that rate is less than zero, EURIBOR shall be deemed to be zero. **(Clause 1.1 (Definitions) of the Revolving Facility Agreement)** "Screen Rate" means the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Refinitiv (Thomson Reuters) screen (or any replacement Refinitiv (Thomson Reuters) page which displays that rate) **(Clause 1.1 (Definitions) of the Revolving Facility Agreement)** "Specified Time" means the day or time determined in accordance with Schedule 7 of the Revolving Facility Agreement: for EURIBOR, it is 11:00 a.m. (Brussels time) on the Quotation Day, which is defined as follows: "Quotation Day" means, in relation to any period for which an interest rate is to be determined, two TARGET Days before the first day of that period. **(Clause 1.1 (Definitions) of the Revolving Facility Agreement)**	due on a day which was not the last day of an Interest Period relating to that Loan: (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be one per cent. (1%) per annum higher than the rate which would have applied if the overdue amount had not become due. (c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount only if such interest is due for a period of at least one year, but will remain immediately due and payable.	Clause 14.2 (Commitment fee) of the Revolving Facility Agreement. <u>Commitment fee</u>: 35 per cent. per annum of the applicable Margin on the Lender's Available Commitment under the Facility for the Availability Period. <u>Due dates</u>: last day of each successive period of three Months which ends during the Availability Period, on the last day of the Availability Period and on the cancelled amount of the relevant Lender's Commitment at the time the cancellation is effective. **Prepayment clause**: <u>Contractual reference</u>: break costs are calculated in accordance with Clause 10 (Prepayment and Cancellation) of the Revolving Facility Agreement. <u>Trigger event</u>: Clauses 10.1 to 10.5 provide for a series of prepayment trigger events, including a change of control event at the level of Casino, Guichard-Perrachon, Casino Finance or Monoprix (Clause 10.2 (Change of control) of the Revolving Facility Agreement). <u>Calculation method</u>: prepayment may result in the payment of Break Costs (Clause 10.9 (b) (Restrictions) of the Revolving Facilities Agreement). Break Costs will be payable if a Compounded Rate Loan is repaid or prepaid prior to the last day of its Interest Period and will be calculated as follows: Each voluntary prepayment made pursuant to Clause 10.4 (Voluntary prepayment of Revolving Loans) shall be subject to the payment by the relevant Borrower of losses and reasonably incurred costs incurred by each relevant Lender attributable to all or any part of that prepayment being made on a day other than the last day of an Interest Period for the relevant Compounded Rate Loan. **Tax indemnity**: <u>Contractual reference</u>: this indemnity is calculated in accordance with Clause 15.3 (Tax indemnity) of the Revolving Facility Agreement. CGP shall (within three (3) Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document. **Increased costs**: <u>Contractual reference</u>: increased costs are calculated in accordance with Clause 16 (Increased Costs) of the Revolving Facility Agreement. CGP shall, within three Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation made after the date of this Agreement. **Other indemnities:** Contractual reference: these indemnities are calculated in accordance with Clause 17 (Other Indemnities) of the	**Amendment costs:** <u>Contractual reference</u>: these costs are calculated in accordance with Clause 19.2 (Amendment costs) of the Revolving Facility Agreement. <u>Indemnity</u>: If an Obligor requests an amendment, waiver or consent, CGP shall, or shall procure that another Borrower will, within five (5) Business Days of demand, reimburse each of the Agent and the Security Agent for the amount of all costs and expenses (including legal fees and disbursements of legal counsel) reasonably incurred by the Agent and the Security Agent in responding to, evaluating, negotiating or complying with that request or requirement. **Costs incurred to enforce the rights of a Finance Party:** <u>Contractual reference</u>: these costs are calculated in accordance with Clause 19.3 (Enforcement costs) of the Revolving Facility Agreement. <u>Indemnity</u>: CGP shall, within three Business Days of demand, pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under any Finance Document and the Transaction Security and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Transaction Security or enforcing these rights.

				Revolving Facility Agreement. CGP shall, within three Business Days of demand, indemnify each Finance Party against any cost, loss or liability incurred by that Finance Party as a result of: (a) the occurrence of any Event of Default, (b) a failure by an Obligor to pay any amount due under a Finance Document on its due date, (c) funding, or making arrangements to fund, its participation in a Loan requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone), or (d) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower (including in circumstances where any condition to such prepayment specified in the relevant notice has not been satisfied).	
of which fraction drawn down:	*€737,641,195.39*				
of which fraction not drawn down:	*€1,391,105,766.27*				
TLB 2025 – 1425M	€1,482,319,675.00	<u>Contractual reference</u>: Accrued interest is calculated in accordance with Clauses 11 (Interest) and 12 (Interest Periods) of the Senior Facilities Agreement. <u>Interest rate</u>: EURIBOR + margin of 4.00% per annum, with a margin ratchet as follows: If the Consolidated Senior Secured Leverage Ratio is greater than or equal to 1.5, a 4% margin will be applied. If the Consolidated Senior Secured Leverage Ratio is less than 1.5, a 3.75% margin will be applied. The Consolidated Senior Secured Leverage Ratio corresponds to the senior secured debt-to-consolidated EBITDA ratio of CGP and some of its subsidiaries, calculated over the last four quarters. <u>Period</u>: 1, 3 or 6 months (or any other period agreed between CGP, the Agent and all the Lenders in relation to the relevant Loan). The Interest Period currently expires on 13 October and 13 January. <u>Calculation method</u>: each interest period is calculated in accordance with Clause 12.1 (Selection of Interest Periods) of the Senior Facilities Agreement. If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not). If two or more Interest Periods relate to Incremental Facility Loans made under the same Incremental Facility and end on the same date, those Incremental Facility Loans will be consolidated into, and treated as, a single Incremental Facility Loan, on the last day of the Interest Period.	**Default interest** <u>Contractual reference</u>: default interest is calculated in accordance with Clause 11.3 (Default interest) of the Senior Facilities Agreement. (a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue to the fullest extent permitted by law and without notice (*mise en demeure*) on the overdue amount from the due date up to the date of actual payment (both before and after judgement) at a rate which, subject to paragraph (b) below, is one per cent. (1%) per annum higher than the rate which would have been payable if the overdue amount had, during the period of non payment, constituted a Loan in the currency of the overdue amount	**Prepayment clause**: <u>Contractual reference</u>: this indemnity is calculated in accordance with Clause 9 (Mandatory Prepayment and Cancellation) of the Senior Facilities Agreement. <u>Trigger event</u>: Clauses 9.1 and 9.2 provide for a series of prepayment events, including a change of control event at the level of Casino, Guichard-Perrachon. <u>Calculation method</u>: prepayment may result in the payment of Break Costs (Clause 10.2 (Interest and other amounts) of the Senior Facilities Agreement). Break Costs will be payable if all or part of a Loan is prepaid before the last day of an Interest Period for that Loan. They will be calculated as follows: each prepayment will be subject to the payment by the relevant Borrower of losses and reasonably incurred costs incurred by each relevant Lender attributable to all or any part of that prepayment being made on a day other than the last day of an Interest Period. **Tax indemnity**: <u>Contractual reference</u>: this indemnity is calculated in accordance with Clause 15.3 (Tax indemnity) of the Senior Facilities Agreement. CGP shall (within three Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document. **Increased Costs**: <u>Contractual reference</u>: this indemnity is calculated in accordance with Clause 16 (Increased Costs) of the Senior Facilities Agreement.	**Agency fee:** <u>Contractual reference</u>: the Agency fee is calculated in accordance with the Fee Letter dated 1 April 2021 referred to in Clause 14.2 (Agency fee) of the Senior Facilities Agreement. <u>Fee</u>: €75.000 per year, payable on 20 November of each year. The terms of payment of this fee are specified in the Fee Letter. **Security Agent fee:** <u>Contractual reference</u>: the Security Agent fee is calculated in accordance with Clause 14.3 (Security Agent fee) of the Senior Facilities Agreement **Indemnity to the Agent:** <u>Contractual reference</u>: this indemnity is calculated in accordance with Clause 17.3 (Indemnity to the Agent) of the Senior Facilities Agreement. <u>Indemnity</u>: CGP shall promptly indemnify the Agent against any cost, loss or liability incurred by the Agent (acting reasonably) as a result of: (a) investigating any event which it reasonably believes is an Event of Default; (b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or (c) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under the Senior Facilities Agreement. **Transaction expenses:** <u>Contractual reference</u>: this indemnity is calculated in accordance with Clause 19.1 (Transaction expenses) of the Senior Facilities Agreement. <u>Indemnity</u>: CGP shall within five Business Days of a demand accompanied by the relevant invoice pay the Agent, the Arrangers and the

		<u>Defined terms</u>: "EURIBOR" means, in relation to any Loan in euro: (a) the applicable Screen Rate as of the Specified Time for euro and for a period equal in length to the Interest Period of that Loan, or (b) as otherwise determined pursuant to Clause 13.1 (Unavailability of Screen Rate), and if, in either case, that rate is less than zero, EURIBOR shall be deemed to be zero. **(Clause 1.1** (**Definitions) of the Senior Facilities Agreement**) "Screen Rate" means the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate), or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Agent may specify another page or service displaying the relevant rate after consultation with the Company. **(Clause 1.1** (**Definitions) of the Senior Facilities Agreement)** "Specified Time" means the day or time determined in accordance with Schedule 9 of the Senior Facilities Agreement: for EURIBOR, it is 11:00 a.m. (Brussels time) on the Quotation Day, which is defined as follows: "Quotation Day" means, in relation to any period for which an interest rate is to be determined, two TARGET Days before the first day of that period (unless market practice differs in the Relevant Market for that currency, in which case the Quotation Day for that currency will be determined by the Agent in accordance with market practice in the Relevant Market) and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days)). **(Clause 1.1 (Definitions) of the Senior Facilities Agreement)**	for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this Clause 11.3 shall be immediately payable by the Obligor on demand by the Agent. (b) If any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan: (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be one per cent. (1%) per annum higher than the rate which would have applied if the overdue amount had not become due. (c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.	CGP shall, within three Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation made after the date of this Agreement. **Other indemnities:** <u>Contractual reference</u>: these indemnities are calculated in accordance with Clause 17 (Other Indemnities) of the Senior Facilities Agreement. CGP shall, within three Business Days of demand, indemnify the Arrangers and each other Secured Party against any cost, loss or liability incurred by it as a result of: (a) the occurrence of any Event of Default, (b) a failure by an Obligor to pay any amount due under a Finance Document on its due date, (c) funding, or making arrangements to fund, its participation in a Loan requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone), or (d) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower (including in circumstances where any condition to such prepayment specified in the relevant notice has not been satisfied).	Security Agent the amount of all documented costs and expenses (including legal fees) reasonably incurred by any of them in connection with the negotiation, preparation, printing, execution, syndication and perfection of: (a) the Senior Facilities Agreement and any other document referred to in this Agreement, and the Transaction Security; and (b) any other Finance Documents executed after the date of this Agreement. **Amendment costs:** <u>Contractual reference</u>: these costs are calculated in accordance with Clause 19.2 (Amendment costs) of the Senior Facilities Agreement. <u>Indemnity</u>: If an Obligor requests an amendment, waiver or consent, CGP shall, or shall procure that another Borrower will, within five (5) Business Days of demand, reimburse each of the Agent and the Security Agent for the amount of all costs and expenses (including legal fees and disbursements of legal counsel) reasonably incurred by the Agent and the Security Agent in responding to, evaluating, negotiating or complying with that request or requirement. **Costs incurred to enforce the rights of a Finance Party:** <u>Contractual reference</u>: these costs are calculated in accordance with Clause 19.3 (Enforcement and preservation costs) of the Senior Facilities Agreement. <u>Indemnity</u>: CGP shall, within three Business Days of demand, pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under any Finance Document and the Transaction Security and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Transaction Security or enforcing these rights.
HY 2026 – 371M	€390,111,547.92	<u>Contractual reference</u>: Accrued interest on the Notes is calculated in accordance with Section 2.16 (Computation of Interest) of the Indenture. <u>Interest rate</u>: 6.625% per annum <u>Due dates</u>: payable semi-annually, on 15 January and 15 July of each year <u>Calculation method</u>: each interest period is calculated in accordance with Section 2.16 (Computation of Interest) of the Indenture.	**Default interest:** <u>Contractual reference</u>: default interest is calculated in accordance with Section 4.01 (Payment of Notes) of the Indenture. The Issuer will pay interest (including post-petition interest in any proceeding under any Insolvency	**Prepayment clause**: <u>Contractual reference</u>: this indemnity is calculated in accordance with Section 3.05 (Deposit of Redemption or Purchase Price) of the Indenture. <u>Calculation method</u>: If a Note is redeemed or purchased on or after an interest record date but on or prior to the related interest payment date, then any accrued and unpaid interest shall be paid to the Person in whose name such Note was registered at the close of business on such record date. If any Note called for redemption or purchase is not so paid upon surrender for redemption or purchase because of the failure of the Issuer to comply with the	**Trustee fees:** <u>Contractual reference</u>: Trustee fees are calculated in accordance with Section 7.07 (Compensation and Indemnity) of the Indenture. <u>Fees</u>: The Issuer, or upon the failure of the Issuer to pay, any Guarantor, jointly and severally, will pay to the Trustee and the Agents from time to time compensation for its acceptance of this Indenture and services hereunder as shall be agreed from time to time between them. The Trustee's and the Agents' compensation will not be limited by any law on compensation of a trustee of an express trust. The Issuer will reimburse the Trustee and each Agent promptly upon request for

			Law) on overdue principal at a rate that is 1% higher than the then applicable interest rate on the Notes to the extent lawful. The Issuer will pay interest (including post-petition interest in any proceeding under any Insolvency Law) on overdue instalments of interest at the same rate to the extent lawful.	preceding paragraph, interest shall be paid on the unpaid principal, from the redemption or purchase date until such principal is paid, and to the extent lawful on any interest not paid on such unpaid principal. **Tax indemnity**: Contractual reference: this indemnity is calculated in accordance with Section 4.17 (Additional Amounts) of the Indenture. If any deduction or withholding for, or on account of, any Taxes will at any time be required to be made from any payments made by or on behalf of the Issuer under or with respect to the Notes or payments made by any of the Guarantors under or with respect to any Note Guarantee, including, without limitation, payments of principal, redemption price, interest or premium, the Issuer or the relevant Guarantor, as applicable, will pay such additional amounts (the "Additional Amounts") as may be necessary in order that the net amounts received in respect of such payments by each Holder after such withholding, deduction or imposition (including any such withholding, deduction or imposition from such Additional Amounts) will equal the respective amounts that would have been received by the Holder in respect of such payments in the absence of such withholding or deduction.	all disbursements, advances and expenses properly incurred or made by it in addition to the compensation for its services, including additional fees for work outside the scope of routine and customary duties. Such expenses will include the properly incurred compensation, disbursements and expenses of the Trustee's and the Agents' respective agents and counsel. The Issuer, and each Guarantor, jointly and severally, will indemnify the Trustee and the Agents and their respective officers, directors, employees and agents against any and all losses, liabilities, damages, claims or expenses, including fees and expenses of counsel, including taxes (other than taxes based upon, measured by or determined by the income of the Trustee and the Agents, as applicable), properly incurred (and, in each case, invoiced in reasonable detail) by it arising out of or in connection with the acceptance or administration of its duties under this Indenture.
HY 2027 – 516M	€530,297,500.00	Contractual reference: Accrued interest on the Notes is calculated in accordance with Section 2.16 (Computation of Interest) of the Indenture. Interest rate: 5.25% per annum Due date: payable semi-annually, on 15 April and 15 October of each year Calculation method: each interest period is calculated in accordance with Section 2.16 (Computation of Interest) of the Indenture	**Default interest:** Contractual reference: default interest is calculated in accordance with Section 4.01 (Payment of Notes) of the Indenture. The Issuer will pay interest (including post-petition interest in any proceeding under any Insolvency Law) on overdue principal at a rate that is 1% higher than the then applicable interest rate on the Notes to the extent lawful. The Issuer will pay interest (including post-petition interest in any proceeding under any Insolvency Law) on overdue instalments of interest at the same rate to the extent lawful.	**Prepayment clause**: Contractual reference: this indemnity is calculated in accordance with Section 3.05 (Deposit of Redemption or Purchase Price) of the Indenture. Calculation method: If a Note is redeemed or purchased on or after an interest record date but on or prior to the related interest payment date, then any accrued and unpaid interest shall be paid to the Person in whose name such Note was registered at the close of business on such record date. If any Note called for redemption or purchase is not so paid upon surrender for redemption or purchase because of the failure of the Issuer to comply with the preceding paragraph, interest shall be paid on the unpaid principal, from the redemption or purchase date until such principal is paid, and to the extent lawful on any interest not paid on such unpaid principal. **Tax indemnity**: Contractual reference: this indemnity is calculated in accordance with Section 4.17 (Additional Amounts) of the Indenture. If any deduction or withholding for, or on account of, any Taxes will at any time be required to be made from any payments made by or on behalf of the Issuer under or with respect to the Notes or payments made by any of the Guarantors under or with respect to any Note Guarantee, including, without limitation, payments of principal, redemption price, interest or premium, the Issuer or the relevant Guarantor, as applicable, will pay such additional amounts (the "Additional Amounts") as may be necessary in order that the net amounts received in respect of such payments by each Holder after such withholding, deduction or imposition (including any such withholding, deduction or imposition from such	**Trustee fees:** Contractual reference: Trustee fees are calculated in accordance with Section 7.07 (Compensation and Indemnity) of the Indenture. Fees: The Issuer, or upon the failure of the Issuer to pay, any Guarantor, jointly and severally, will pay to the Trustee and the Agents from time to time compensation for its acceptance of this Indenture and services hereunder as shall be agreed from time to time between them. The Trustee's and the Agents' compensation will not be limited by any law on compensation of a trustee of an express trust. The Issuer will reimburse the Trustee and each Agent promptly upon request for all disbursements, advances and expenses properly incurred or made by it in addition to the compensation for its services, including additional fees for work outside the scope of routine and customary duties. Such expenses will include the properly incurred compensation, disbursements and expenses of the Trustee's and the Agents' respective agents and counsel. The Issuer, and each Guarantor, jointly and severally, will indemnify the Trustee and the Agents and their respective officers, directors, employees and agents against any and all losses, liabilities, damages, claims or expenses, including fees and expenses of counsel, including taxes (other than taxes based upon, measured by or determined by the income of the Trustee and the Agents, as applicable), properly incurred (and, in each case, invoiced in reasonable detail) by it arising out of or in connection with the acceptance or administration of its duties under this Indenture.

				Additional Amounts) will equal the respective amounts that would have been received by the Holder in respect of such payments in the absence of such withholding or deduction.	
EMTN 2024 – 509M	€523,615,414.69	Contractual reference: Accrued interest is calculated in accordance with Clause 5 (Interest and other Calculations) of the Prospectus and Point 12 (Fixed Rate Note Provisions) of the Final Terms. Interest rate: 3.248% per annum, with a 1.25% Margin Adjustment (to 4.498% currently): If the relevant Final Terms provide for a Margin Adjustment in respect of any Fixed Rate Note, the Interest Rate on the Notes will be increased in response to the first public announcement by a Rating Agency of a Rating Decrease. Due date: payable annually, on 7 March of each year Calculation method: each interest period is calculated in accordance with Clause 5 (Interest and other Calculations) of the Prospectus and Point 12 (Fixed Rate Note Provisions) of the Final Terms.	0	**Tax indemnity:** Contractual reference: the tax indemnity is calculated in accordance with Clause 8 (Taxation) of the Prospectus. If French law should require that payments of principal or interest in respect of any Note or Coupon be subject to deduction or withholding in respect of any taxes or duties whatsoever, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as shall result in receipt by the Noteholders or, if applicable, the Couponholders, as the case may be, of such amounts as would have been received by them had no such withholding or deduction been required.	-
EMTN 2025 – 357M	€366,514,189.59	Contractual reference: Accrued interest is calculated in accordance with Clause 5 (Interest and other Calculations) of the Prospectus and Point 12 (Fixed Rate Note Provisions) of the Final Terms. Interest rate: 2.330% per annum, with a 1.25% Margin Adjustment (to 3.580% currently): If the relevant Final Terms provide for a Margin Adjustment in respect of any Fixed Rate Note, the Interest Rate on the Notes will be increased in response to the first public announcement by a Rating Agency of a Rating Decrease. Due date: payable annually, on 7 February of each year Calculation method: each interest period is calculated in accordance with Clause 5 (Interest and other Calculations) of the Prospectus and Point 12 (Fixed Rate Note Provisions) of the Final Terms.	-	**Tax indemnity:** Contractual reference: the tax indemnity is calculated in accordance with Clause 8 (Taxation) of the Prospectus. If French law should require that payments of principal or interest in respect of any Note or Coupon be subject to deduction or withholding in respect of any taxes or duties whatsoever, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as shall result in receipt by the Noteholders or, if applicable, the Couponholders, as the case may be, of such amounts as would have been received by them had no such withholding or deduction been required.	**Fee payable to the Representative of the *Masse*** Contractual reference: the principle of paying a fee to the Representative of the *Masse* is set out in Point 27 of the Final Terms. Fee: €450 excluding VAT per year, payable on each Interest Payment Date
EMTN 2026 – 414M	€434,992,336.39	Contractual reference: Accrued interest is calculated in accordance with Clause 5 (Interest and other Calculations) of the Prospectus and Point 12 (Fixed Rate Note Provisions) of the Final Terms. Interest rate: 2.798% per annum, with a 1.25% Margin Adjustment (to 4.048% currently): If the relevant Final Terms provide for a Margin Adjustment in respect of any Fixed Rate Note, the Interest Rate on the Notes will be increased in response to the first public announcement by a Rating Agency of a Rating Decrease. Due date: payable annually, on 5 August of each year Calculation method: each interest period is calculated in accordance with Clause 5 (Interest and other Calculations) of the Prospectus and	-	**Tax indemnity:** Contractual reference: the tax indemnity is calculated in accordance with Clause 8 (Taxation) of the Prospectus. If French law should require that payments of principal or interest in respect of any Note or Coupon be subject to deduction or withholding in respect of any taxes or duties whatsoever, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as shall result in receipt by the Noteholders or, if applicable, the Couponholders, as the case may be, of such amounts as would have been received by them had no such withholding or deduction been required.	-

		Point 12 (Fixed Rate Note Provisions) of the Final Terms.			
NEUCP 2023 – 5M	€4,727,685.33				-
TSSDI 2005 – 500M	€510,427,600.00	Contractual reference: Accrued interest is calculated in accordance with Clause 4 (Interest and Interest Interruption) of the Prospectus. Interest rate: 7.5% per annum up to and including 2008, then EUR CMS 10 + 1%, capped at 9% Due date: payable quarterly, on 20 January, 20 April, 20 July and 20 October of each year Calculation method: each interest period is calculated in accordance with Clause 4 (d) (Floating Rate of Interest) of the Prospectus. The Floating Rate Interest Amount in respect of a Note shall be calculated by applying the Floating Rate of Interest to the principal amount of such Note and multiplying such product by the actual number of days in the Floating Rate Interest Period concerned divided by 360 (rounded to the nearest half cent, with half of cent being rounded upwards). If any Floating Rate Interest Payment Date is not a TARGET Business Day, it shall be postponed until the next following day which is a TARGET Business Day unless the next such day falls in the next calendar month in which case such Floating Rate Interest Payment Date shall be brought forward to the immediately preceding day which is a TARGET Business Day. Defined terms: EUR CMS 10 means "the annual swap rate for euro swap transactions with a maturity of ten (10) years versus the European inter-bank offered rate for deposits in euro for a period of six months" **(Clause 4 (d) (Floating Rate of Interest) of the Prospectus)** "TARGET Business Day" means "a day on which the TARGET System is operating" **(Clause 1 (Definitions) of the Prospectus)** "TARGET System" means "the Trans-European Automated Real-time Gross Settlement Express Transfer System" **(Clause 1 (Definitions) of the Prospectus)**	-	**Tax indemnity**: Contractual reference: this indemnity is calculated in accordance with Clause 7 (Taxation) of the Prospectus. If French law should require that payments of principal or interest in respect of any Note be subject to deduction or withholding in respect of any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed or levied by or on behalf of the Republic 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 as may be necessary in order that each Noteholder, after such deduction or withholding, will receive the full amount then due and payable thereon in the absence of such deduction or withholding.	**Fee payable to the Representative of the *Masse*** Contractual reference: the fee payable to the Representative of the *Masse* is described in Clause 9 (Representation of the Noteholders) of the Prospectus Fee: €300, payable on 20 January of each year **Expenses of the Representative of the *Masse*:** Contractual reference: the expenses of the Representative of the *Masse* are calculated in accordance with Clause 9 (Representation of the Noteholders) of the Prospectus Indemnity: The Issuer will pay all expenses incurred in the operation of the *Masse*, including expenses relating to the calling and holding of general meetings of the Noteholders and the expenses which arise by virtue of the remuneration of the Representative, and more generally all administrative expenses resolved upon by a general meeting of the Noteholders, it being expressly stipulated that no expenses may be imputed against interest payable on the Notes.
TSSDI 2005 – 100M	€102,334,400.00	Contractual reference: Accrued interest is calculated in accordance with Clause 4 (Interest and Interest Interruption) of the Prospectus. Interest rate: 7.5% per annum up to and including 2008, then EUR CMS 10 + 1%, capped at 9% Due date: payable quarterly, on 20 January, 20 April, 20 July and 20 October of each year Calculation method: each interest period is calculated in accordance with Clause 4 (d) (Floating Rate of Interest) of the Prospectus. The Floating Rate Interest Amount in respect of a Note shall be calculated by applying the Floating Rate of Interest to the principal amount of such Note and multiplying such product by the actual number of days in the Floating Rate Interest Period concerned divided by 360 (rounded to the nearest half cent,	-	**Tax indemnity**: Contractual reference: this indemnity is calculated in accordance with Clause 7 (Taxation) of the Prospectus. If French law should require that payments of principal or interest in respect of any Note be subject to deduction or withholding in respect of any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed or levied by or on behalf of the Republic 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 as may be necessary in order that each Noteholder, after such deduction or withholding, will receive the full amount then due and payable thereon in the absence of such deduction or withholding.	**Fee payable to the Representative of the *Masse*** Contractual reference: the fee payable to the Representative of the *Masse* is described in Clause 9 (Representation of the Noteholders) of the Prospectus Fee: €300, payable on 20 January of each year **Expenses of the Representative of the *Masse*:** Contractual reference: the expenses of the Representative of the *Masse* are calculated in accordance with Clause 9 (Representation of the Noteholders) of the Prospectus Indemnity: The Issuer will pay all expenses incurred in the operation of the *Masse*, including expenses relating to the calling and holding of general meetings of the Noteholders and the expenses which arise by virtue of the remuneration of the Representative, and more generally all administrative expenses resolved upon by a general

		with half of cent being rounded upwards). If any Floating Rate Interest Payment Date is not a TARGET Business Day, it shall be postponed until the next following day which is a TARGET Business Day unless the next such day falls in the next calendar month in which case such Floating Rate Interest Payment Date shall be brought forward to the immediately preceding day which is a TARGET Business Day. Defined terms: EUR CMS 10 means "the annual swap rate for euro swap transactions with a maturity of ten (10) years versus the European inter-bank offered rate for deposits in euro for a period of six months" **(Clause 4 (d) (Floating Rate of Interest) of the Prospectus)** "TARGET Business Day" means "a day on which the TARGET System is operating" **(Clause 1 (Definitions) of the Prospectus)** "TARGET System" means "the Trans-European Automated Real-time Gross Settlement Express Transfer System" **(Clause 1 (Definitions) of the Prospectus)**			meeting of the Noteholders, it being expressly stipulated that no expenses may be imputed against interest payable on the Notes.
TSSDI 2013 – 750M	€771,901,315.07	Contractual reference: Accrued interest is calculated in accordance with Clause 4 (Interest) of the Prospectus. Interest rate: 4.870% per annum then, from 31 January 2019, 5-year Swap Rate + 3.819% per annum Due date: payable annually, on 31 January of each year Calculation method: each interest period is calculated in accordance with Clause 4.1 (General) of the prospectus. Arrears of interest are compounded with the principal. Defined terms: "5-Year Swap Rate" means "the mid-swap rate for a term of 5 years as displayed on screen "ISDAFIX2" as at 11:00 a.m. (Central European Time)" **(Clause 4 (d) (Floating Rate of Interest) of the Prospectus**)	-	**Tax indemnity**: Contractual reference: this indemnity is calculated in accordance with Clause 7 (Taxation) of the Prospectus. If French law should require that payments of principal or interest in respect of any Note be subject to deduction or withholding in respect of any taxes or duties whatsoever, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts ("Additional Amounts") as shall result in receipt by the Noteholders of such amounts as would have been received by them had no such deduction or withholding been required.	**Fee payable to the Representative of the *Masse*** Contractual reference: the fee payable to the Representative of the *Masse* is described in Clause 9 (Representation of the Noteholders) of the Prospectus Fee: €600 per year, payable on each anniversary of the Issue Date **Expenses of the Representative of the *Masse*:** Contractual reference: the expenses of the Representative of the *Masse* are calculated in accordance with Clause 9 (Representation of the Noteholders) of the Prospectus Indemnity: The Issuer will pay all expenses relating to the operation of the *Masse*, including expenses relating to the calling and holding of general meetings and, more generally, all administrative expenses resolved upon by the general meeting, it being expressly stipulated that no such expenses may be imputed against interest payable on the Notes.
HY 2024 – 553M	€567,208,569.44				
GPA					