

## CASINO PARTICIPATIONS FRANCE

A French simplified joint stock company (*société par actions simplifiée*) with a share capital of €2,274,025,819.00 and its registered office at 1, cours Antoine Guichard, 42000 Saint-Etienne, France, registered with the Saint-Etienne Trade and Companies Registry under number 812 269 884 (hereinafter the "Company" or "Casino Participations France")

### Notification by Casino Participations France'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.

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 Casino, Guichard-Perrachon, 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:

Classes of affected parties		Class members	Assignment criteria
<b>Unsecured creditors</b>			
1	<b>Class (unsecured creditors)</b>	<b>1</b> Creditors in respect of the guarantee given by Casino Participations France to the beneficial owners of the Quatrim high yield notes (the " <b>Quatrim HY Notes</b> ")	<p>Creditors in respect of the guarantee for the Quatrim HY Notes do not hold any security interest granted by Casino Participations France.</p> <p>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.</p> <p>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.</p> <p>This distinguishes them from Class 2 and 3 creditors.</p>
2	<b>Class (unsecured creditors)</b>	<b>2</b> GreenYellow Holding, in respect of the guarantee given by Casino Participations France (the " <b>GreenYellow Guarantee</b> ")	<p>GreenYellow Holding, under the GreenYellow Guarantee, is the beneficiary of a commitment covering (i) certain taxes that may be due by GreenYellow Holding, its affiliates or companies in the GreenYellow group, as well as (ii) certain taxes that may be due by the "Thermis Solutions Industries" entities or subsidiaries of GreenYellow.</p> <p>This affected creditor does not share a sufficiently large community of interests with the members of Classes 1 and 3.</p>
<b>Holders of rights</b>			
3	<b>Class 3 (holders of rights under the Intercreditor Agreement)</b>	Lenders under a Term Loan B agreement dated 1 April 2021 (the " <b>TLB</b> ") and lenders under a Revolving Facility Agreement dated 18 November 2019 (the " <b>RFA</b> "), in respect of their rights under the Intercreditor Agreement.	<p>The parties to the Intercreditor Agreement, including Casino Participations France, have rights under this agreement which are not as such secured by security interests.</p> <p>They constitute a separate community of economic interests as signatory parties to an agreement affected by the draft accelerated safeguard plan.</p>

## 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 table in paragraph 2.1 below, which is based on the amounts indicated by the Company and certified by the statutory auditor, shows the total principal and interest for the affected claim for Class 1 as of the day before the Court decision opening the accelerated safeguard proceedings. Similarly, the table in paragraph 2.3 below, which is based on the amounts indicated by Casino, Guichard-Perrachon (in relation to the TLB) and Casino Finance (in relation to the RFA) and certified by their respective statutory auditors, the amount of the main claims, governed by the Intercreditor Agreement, of the affected parties concerned, in principal and interest on the day before the Court decision opening the accelerated safeguard proceedings for the Company for Class 3.

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 (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 Participations France 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 auditor, in accordance with Article R. 626-56 of the French Commercial Code, an extract of which is presented in <a href="#">Appendix 1</a> to this document)

## 2.2. Class 2 (unsecured creditors)

Reference	Description	Claim amount (principal and interest on the eve of the opening of accelerated safeguard proceedings)
1 GY	Indemnity guarantee given by Casino Participations France to GreenYellow Holding in respect of: <ul style="list-style-type: none"> <li>– Clause 7.5.4 of the agreement for the sale of GreenYellow shares dated 16 September 2022 relating to Guaranteed Indemnities (as this term is defined in said agreement);</li> <li>– Clause 13.3 (Specific remedies) of the agreement for the sale of GreenYellow shares dated 16 September 2022</li> </ul>	Single voter

### 2.3. Class 3 (holders of rights under the Intercreditor Agreement)

Reference	Description	Claim amount (principal and interest on the eve of the opening of accelerated safeguard proceedings)
1 ICA	Intercreditor Agreement dated 20 November 2019 drawn up in English between Casino, Guichard-Perrachon, Quatrim and Citibank NA as Joint Security Agent and Trustee of the Quatrim notes	<p>€3,611,066,636.66 (plus interest accruing over the period from the opening date of the accelerated safeguard proceedings to the contractual maturity date, calculated by the methods described:</p> <ul style="list-style-type: none"> <li>– for the claim under the TLB, in the list of affected claims drawn up by Casino Guichard-Perrachon 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 <u>Appendix 2</u> to this document; and</li> <li>– for the claim under the RFA, in the list of affected claims drawn up by Casino Finance and certified by its statutory auditor, in accordance with Article R. 626-56 of the French Commercial Code, an extract of which is presented in <u>Appendix 3</u> to this document.</li> </ul>

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

Affected parties in Classes 1 and 3 decide by a two-thirds (2/3) majority of the votes cast by the members present or represented by proxy.

Within Class 1, 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.

Within Class 2, GreenYellow Holding is the sole voter.

Within Class 3, the number of voting rights allocated to each creditor will be determined based on the ratio between the amount of their main claim governed by the Intercreditor Agreement, 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.

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](mailto:projectc@thevenotpartners.eu), CC [casino@is.kroll.com](mailto: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](mailto:projectc@thevenotpartners.eu), CC [casino@is.kroll.com](mailto: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 1

### Extract from the list of affected claims drawn up by the Company and certified by its statutory auditor, 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
HY 2024 – 553M	€567,208,569.44	<p><u>Contractual reference:</u> Accrued interest on the Notes is calculated in accordance with Section 2.16 (Computation of Interest) of the Indenture.</p> <p><u>Interest rate:</u> 5.875% per annum</p> <p><u>Due date:</u> payable semi-annually, on 15 May and 15 November of each year</p> <p><u>Calculation method:</u> each interest period is calculated in accordance with Section 2.16 (Computation of Interest) of the Indenture</p>	<p><b>Default interest:</b>  <u>Contractual reference:</u> default interest is calculated in accordance with Section 4.01 (Payment of Notes) of the Indenture.</p> <p>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.</p>	<p><b>Prepayment clause:</b>  <u>Contractual reference:</u> this indemnity is calculated in accordance with Section 3.05 (Deposit of Redemption or Purchase Price) of the Indenture.</p> <p><b>Calculation method:</b> 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.</p> <p><b>Tax indemnity:</b>  <u>Contractual reference:</u> this indemnity is calculated in accordance with Section 4.19 (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.</p>	<p><b>Trustee and Security Agent fees:</b>  <u>Contractual reference:</u> Trustee fees are calculated in accordance with Section 7.07 (Compensation and Indemnity) of the Indenture.</p> <p><b>Fees:</b> The Issuer, or upon the failure of the Issuer to pay, any Guarantor, jointly and severally, will pay to the Trustee, the Agents and the Security Agent 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, the Agents’ and the Security Agent’s compensation will not be limited by any law on compensation of a trustee of an express trust. The Issuer will reimburse the Trustee, each Agent and the Security 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, the Agents’ and the Security Agent’s respective agents and counsel.</p> <p>The Issuer, and each Guarantor, jointly and severally, will indemnify the Trustee, the Agents and the Security Agent 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, the Agents and the Security Agent, 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.</p>
GY		-			
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## Appendix 2

### Extract from the list of affected claims drawn up by Casino Guichard-Perrachon 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
TLB 2025 – 1425M	€1,482,319,675.00	<p><u>Contractual reference:</u> Accrued interest is calculated in accordance with Clauses 11 (Interest) and 12 (Interest Periods) of the Senior Facilities Agreement.</p> <p><u>Interest rate:</u> EURIBOR + margin of 4.00% per annum, with a margin ratchet as follows:</p> <p>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.</p> <p>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.</p> <p><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).</p> <p>The Interest Period currently expires on 13 October and 13 January.</p> <p><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.</p> <p><u>Defined terms:</u> "EURIBOR" means, in relation to any Loan in euro:</p> <p>(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</p> <p>(b) as otherwise determined pursuant to Clause 13.1 (Unavailability of Screen Rate),</p> <p>and if, in either case, that rate is less than zero, EURIBOR shall be deemed to be zero. <b>(Clause 1.1 (Definitions) of the Senior Facilities Agreement)</b></p> <p>"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</p>	<p><b>Default interest</b>  <u>Contractual reference:</u> default interest is calculated in accordance with Clause 11.3 (Default interest) of the Senior Facilities Agreement.</p> <p>(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 (<i>mise en demeure</i>) 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 11.3 shall be immediately payable by the Obligor on demand by the Agent.</p> <p>(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:</p> <p>(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</p> <p>(ii) the rate of interest applying to the overdue amount during that first</p>	<p><b>Prepayment clause:</b>  <u>Contractual reference:</u> this indemnity is calculated in accordance with Clause 9 (Mandatory Prepayment and Cancellation) of the Senior Facilities Agreement.</p> <p><b>Trigger event:</b> 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.</p> <p><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).</p> <p>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.</p> <p><b>Tax indemnity:</b>  <u>Contractual reference:</u> this indemnity is calculated in accordance with Clause 15.3 (Tax indemnity) of the Senior Facilities Agreement.</p> <p>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.</p> <p><b>Increased Costs:</b>  <u>Contractual reference:</u> this indemnity is calculated in accordance with Clause 16 (Increased Costs) of the Senior Facilities Agreement.</p> <p>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:</p> <p>(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.</p> <p><b>Other indemnities:</b>  <u>Contractual reference:</u> these indemnities are calculated in accordance with Clause 17 (Other Indemnities) of the Senior Facilities</p>	<p><b>Agency fee:</b>  <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.</p> <p><b>Fee:</b> €75,000 per year, payable on 20 November of each year.</p> <p>The terms of payment of this fee are specified in the Fee Letter.</p> <p><b>Security Agent fee:</b>  <u>Contractual reference:</u> the Security Agent fee is calculated in accordance with Clause 14.3 (Security Agent fee) of the Senior Facilities Agreement</p> <p><b>Indemnity to the Agent:</b>  <u>Contractual reference:</u> this indemnity is calculated in accordance with Clause 17.3 (Indemnity to the Agent) of the Senior Facilities Agreement.</p> <p><b>Indemnity:</b> CGP shall promptly indemnify the Agent against any cost, loss or liability incurred by the Agent (acting reasonably) as a result of:</p> <p>(a) investigating any event which it reasonably believes is an Event of Default;</p> <p>(b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;</p> <p>(c) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under the Senior Facilities Agreement.</p> <p><b>Transaction expenses:</b>  <u>Contractual reference:</u> this indemnity is calculated in accordance with Clause 19.1 (Transaction expenses) of the Senior Facilities Agreement.</p> <p><b>Indemnity:</b> 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:</p> <p>(a) the Senior Facilities Agreement and any other document referred to in this Agreement, and the Transaction Security; and</p> <p>(b) any other Finance Documents executed after the date of this Agreement.</p> <p><b>Amendment costs:</b>  <u>Contractual reference:</u> these costs are calculated in accordance with Clause 19.2 (Amendment costs) of the Senior Facilities Agreement.</p> <p><b>Indemnity:</b> If an Obligor requests an amendment, waiver or consent, CGP shall within five 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)</p>

	<p>ceases to be available, the Agent may specify another page or service displaying the relevant rate after consultation with the Company. <b>(Clause 1.1 (Definitions) of the Senior Facilities Agreement)</b></p> <p>"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:</p> <p>"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). <b>(Clause 1.1 (Definitions) of the Senior Facilities Agreement)</b></p>	<p>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.</p> <p>(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.</p>	<p>Agreement.</p> <p>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:</p> <p>(a) the occurrence of any Event of Default,</p> <p>(b) a failure by an Obligor to pay any amount due under a Finance Document on its due date,</p> <p>(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</p> <p>(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).</p>	<p>reasonably incurred by the Agent and the Security Agent in responding to, evaluating, negotiating or complying with that request or requirement.</p> <p><b>Costs incurred to enforce the rights of a Finance Party:</b></p> <p><u>Contractual reference:</u> these costs are calculated in accordance with Clause 19.3 (Enforcement and preservation costs) of the Senior Facilities Agreement.</p> <p><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.</p>
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### Appendix 3

#### Extract from the list of affected claims drawn up by Casino France 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 – 2051M	€2,128,746,961.66	<p><b>Contractual reference:</b> Accrued interest is calculated in accordance with Clauses 11 (Interest) and 12 (Interest Periods) of the Revolving Facility Agreement</p> <p><b>Interest rate:</b>  <b>Revolving Facility 1 Loan and Swingline Facility 1 Loan:</b>  EURIBOR + margin of 2.50% per annum, with a margin ratchet as follows:</p> <p>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.</p> <p><b>Revolving Facility 2 Loan and Swingline Facility 2 Loan</b>  EURIBOR + margin of 3% per annum, with a margin ratchet as follows:</p> <p>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.</p> <p><b>Period:</b> 1, 3 or 6 months (or any other period agreed between CGP, the Agent and all the Lenders in relation to the relevant Loan).</p> <p><b>Calculation method:</b> 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 not).</p>	<p><b>Default interest</b>  <b>Contractual reference:</b> default interest is calculated in accordance with Clause 11.7 (Default interest) of the Revolving Facility Agreement.</p> <p>(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 (<i>mise en demeure</i>) 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.</p> <p>(b) If any overdue amount</p>	<p><b>Utilisation fee</b>  <b>Contractual reference:</b> the utilisation fee is calculated in accordance with Clause 14.1 (Utilisation Fee) of the Revolving Facility Agreement.</p> <p><b>Rate:</b>  <b>Revolving Facility 1 Loan and Swingline Facility 1 Loan:</b>  (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.</p> <p><b>Revolving Facility 2 Loans and Swingline Facility 2 Loans:</b>  (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.</p> <p><b>Due dates:</b> 23 January - 23 April - 23 July - 23 October</p> <p><b>Commitment fee:</b>  <b>Contractual reference:</b> this fee is calculated in accordance with Clause 14.2 (Commitment fee) of the Revolving Facility Agreement.</p> <p><b>Commitment fee:</b> 35 per cent. per annum of the applicable Margin on the Lender's Available Commitment under the Facility for the Availability Period.</p> <p><b>Due dates:</b> 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.</p>	<p><b>Agency fee:</b>  <b>Contractual reference:</b> 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.  <b>Fee:</b> €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.</p> <p><b>Security Agent fee:</b>  <b>Contractual reference:</b> 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.  <b>Fee:</b> €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.</p> <p><b>Indemnity to the Agent:</b>  <b>Contractual reference:</b> this indemnity is calculated in accordance with Clause 17.3 (Indemnity to the Agent) of the Revolving Facility Agreement.</p> <p><b>Indemnity:</b> CGP shall promptly indemnify the Agent against any cost, loss or liability incurred by the Agent (acting reasonably) as a result of:</p> <ul style="list-style-type: none"> <li>(a) investigating any event which it reasonably believes is an Event of Default;</li> <li>(b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or</li> <li>(c) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under the Revolving Facility Agreement.</li> </ul> <p><b>Transaction expenses:</b>  <b>Contractual reference:</b> this indemnity is calculated in accordance with Clause 19.1 (Transaction expenses) of the Revolving Facility Agreement.</p> <p><b>Indemnity:</b> 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:</p> <ul style="list-style-type: none"> <li>(a) the Revolving Facility Agreement and any other document referred to in this Agreement, and</li> </ul>

	<p>Defined terms: "EURIBOR" means, in relation to any Revolving Loan in euro which is a Term Rate Loan:</p> <p>(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</p> <p>(b) as otherwise determined pursuant to Clause 13.1 (Unavailability of Screen Rate),</p> <p>and if, in either case, that rate is less than zero, EURIBOR shall be deemed to be zero. <b>(Clause 1.1 (Definitions) of the Revolving Facility Agreement)</b></p> <p>"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) <b>(Clause 1.1 (Definitions) of the Revolving Facility Agreement)</b></p> <p>"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:</p> <p>"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. <b>(Clause 1.1 (Definitions) of the Revolving Facility Agreement)</b></p>	<p>consists of all or part of a Term Rate Loan and which became due on a day which was not the last day of an Interest Period relating to that Loan:</p> <p>(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</p> <p>(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.</p> <p>(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.</p>	<p><b>Prepayment clause:</b>  <u>Contractual reference:</u> break costs are calculated in accordance with Clause 10 (Prepayment and Cancellation) of the Revolving Facility Agreement.</p> <p><b>Trigger event:</b> 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).</p> <p><b>Calculation method:</b> 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.</p> <p><b>Tax indemnity:</b>  <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.</p> <p><b>Increased costs:</b>  <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.</p> <p><b>Other indemnities:</b>  <u>Contractual reference:</u> these indemnities are calculated in accordance with Clause 17 (Other Indemnities) of the 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).</p>	<p>the Transaction Security; and</p> <p>(b) any other Finance Documents executed after the date of this Agreement.</p> <p><b>Amendment costs:</b>  <u>Contractual reference:</u> these costs are calculated in accordance with Clause 19.2 (Amendment costs) of the Revolving Facility Agreement.</p> <p><b>Indemnity:</b> 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.</p> <p><b>Costs incurred to enforce the rights of a Finance Party:</b>  <u>Contractual reference:</u> these costs are calculated in accordance with Clause 19.3 (Enforcement costs) of the Revolving Facility Agreement.</p> <p><b>Indemnity:</b> 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.</p>
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