

MONOPRIX

A French simplified joint stock company (*société par actions simplifiée*) with a share capital of €79,248,128.00 and its registered office at 14-16, rue Marc Bloch, 92110 Clichy, France, registered with the Nanterre Trade and Companies Registry under number 552 018 020 (hereinafter the "**Company**" or "**Monoprix**")

Notification by Monoprix'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
Creditors with security interests		
<p>Class 1 and Class 2 creditors are the lenders under a Term Loan B agreement dated 1 April 2021 (the "TLB") in respect of Monoprix's guarantee securing the TLB and/or the lenders under a Revolving Facility Agreement dated 18 November 2019 (the "RFA") in respect of Monoprix's guarantee securing the RFA.</p> <ul style="list-style-type: none"> - The TLB creditors hold a number of security interests in respect of Monoprix's guarantee securing the TLB, including: <ul style="list-style-type: none"> o pledged second ranking securities accounts; o pledged second ranking intragroup receivables; o additional pledged intragroup receivables not covered by the pledged second ranking intragroup receivables referred to above; and o pledged second ranking bank accounts. - The RFA creditors hold a number of security interests in respect of Monoprix's guarantee securing the RFA, including: <ul style="list-style-type: none"> o pledged first and third ranking securities accounts; o pledged first and third ranking intragroup receivables; o additional pledged intragroup receivables not covered by the pledged first- and third-ranking intragroup receivables referred to above; and o pledged first and third ranking bank accounts. <p>The claims of affected TLB and RCF creditors rank <i>pari passu</i> under the terms of the Intercreditor Agreement.</p>		
1	Class 1 (secured creditors)	<p>TLB creditors in respect of Monoprix's guarantee securing the TLB creditors and RFA creditors in respect of Monoprix'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.</p> <p>In addition to their security interests (see above), the TLB creditors in respect of Monoprix's guarantee securing the TLB and RFA creditors in respect of Monoprix'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.</p>
Other creditors		
2	Class 2 (other creditors)	<p>RFA creditors in respect of Casino, Guichard-Perrachon's guarantee securing the RFA, and transferred to Monoprix by way of an imperfect delegation prior to the opening of the accelerated safeguard proceedings (the "Monoprix Delegated</p> <p>The Monoprix Delegated Receivables do not hold any security interest and Monoprix's guarantee securing the RFA (the nominal value of which is nil) holds security interests (see above).</p> <p>The claims of affected RFA and TLB creditors</p>

Classes of affected parties		Class members	Assignment criteria
		Receivables"), and RFA creditors in respect of Monoprix'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.	rank <i>pari passu</i> under the terms of the Intercreditor Agreement. However, the Class 2 creditors constitute a community of economic interests that is separate from the community represented by the Class 1 and 3 creditors, mainly because they gave a commitment to contribute to the New Casino Group Operating Financing prior to the opening of the accelerated safeguard proceedings.
3	Class 3 (other creditors)	Creditors in respect of the guarantee given by Monoprix 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 Monoprix. 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 2 creditors.

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 auditor, 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. 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 TLB 2025 – 295M	Autonomous guarantee from Monoprix in respect of the 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 €295,000,000 as of 25 October 2023, maturing on 31 August 2025	€295,791,780.00 (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 auditor, 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 RCF 2026 – 0M	Autonomous guarantee from Monoprix 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 €0 as of 25 October 2023, maturing on 16 July 2026 for Tranche A and on 31 October 2023 for Tranche B	€0

2.2. Class 2 (other creditors)

Reference	Description	Claim amount (principal and interest on the eve of the opening of accelerated safeguard proceedings)
1 RCF 2026 – 711M	Guarantee from Monoprix resulting from the acceptance of an imperfect delegation in a principal amount of €711,271,972.46 corresponding to part of the 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, 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 auditor, 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 RCF 2026 – 0M	Autonomous guarantee from Monoprix 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 €0 as of 25 October 2023, maturing on 16 July 2026 for Tranche A and on 31 October 2023 for Tranche B	€0

2.3. Class 3 (other creditors)

Reference	Description	Claim amount <i>(principal and interest on the eve of the opening of accelerated safeguard proceedings)</i>
1 HY 2024 – 205M	Autonomous guarantee from Monoprix 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 identified under ISIN codes XS2010039118 and XS2010038490, in a nominal amount of €205,000,000 as of 25 October 2023, maturing on 15 January 2024	€210,545,961.81 (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 the appendix to this document)

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

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

Within each class of affected parties, 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.

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 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
RCF 2026 – 711M	€737,641,195.39	<p>Contractual reference: Accrued interest is calculated in accordance with Clauses 11 (Interest) and 12 (Interest Periods) of the Revolving Facility Agreement</p> <p>Interest rate: Revolving Facility 1 Loan and Swingline Facility 1 Loan: 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>Revolving Facility 2 Loan and Swingline Facility 2 Loan 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>Period: 1, 3 or 6 months (or any other period agreed between CGP, the Agent</p>	<p>Default interest Contractual reference: 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 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: (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</p>	<p>Utilisation fee Contractual reference: the utilisation fee is calculated in accordance with Clause 14.1 (Utilisation Fee) of the Revolving Facility Agreement.</p> <p>Rate: 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.</p> <p>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</p>	<p>Agency fee: Contractual reference: 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. Fee: €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>Security Agent fee: Contractual reference: 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. Fee: €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>Indemnity to the Agent: Contractual reference: this indemnity is calculated in accordance with Clause 17.3 (Indemnity to the Agent) of the Revolving Facility Agreement. Indemnity: 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.</p> <p>Transaction expenses: Contractual reference: this indemnity is calculated in accordance with Clause 19.1 (Transaction expenses) of the Revolving Facility Agreement. Indemnity: 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.</p> <p>Amendment costs: Contractual reference: these costs are</p>

		<p>and all the Lenders in relation to the relevant Loan).</p> <p><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 not).</p> <p><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)</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) (Clause 1.1 (Definitions) of the Revolving Facility Agreement)</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: "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)</p>	<p>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>66.66 per cent. of the amount of the Total Revolving Facility 2 Commitments.</p> <p><u>Due dates:</u> 23 January - 23 April - 23 July - 23 October</p> <p>Commitment fee: <u>Contractual reference:</u> this fee is calculated in accordance with 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.</p> <p>Prepayment clause: <u>Contractual reference:</u> break costs are calculated in accordance with Clause 10 (Prepayment and Cancellation) of the Revolving Facility Agreement.</p> <p><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.</p> <p>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.</p> <p>Increased costs: <u>Contractual reference:</u> increased</p>	<p>calculated in accordance with Clause 19.2 (Amendment costs) of the Revolving Facility Agreement.</p> <p><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.</p> <p>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.</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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				<p>costs are calculated in accordance with Clause 16 (Increased Costs) of the Revolving Facility 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 (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>Other indemnities: Contractual reference: 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>	
RCF 2026	- €	<p>Contractual reference: Accrued interest is calculated in accordance with Clauses 11 (Interest) and 12 (Interest Periods) of the Revolving Facility Agreement</p> <p>Interest rate: Revolving Facility 1 Loan and Swingline Facility 1 Loan: 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</p>	<p>Default interest Contractual reference: 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,</p>	<p>Utilisation fee Contractual reference: the utilisation fee is calculated in accordance with Clause 14.1 (Utilisation Fee) of the Revolving Facility Agreement.</p> <p>Rate: 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</p>	<p>Agency fee: Contractual reference: 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. Fee: €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>Security Agent fee: Contractual reference: 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. Fee: €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>Indemnity to the Agent: Contractual reference: this indemnity is calculated in accordance with Clause 17.3 (Indemnity to the Agent) of the Revolving Facility Agreement. Indemnity: CGP shall promptly indemnify the Agent against any cost, loss or liability incurred by the Agent</p>

		<p>gross debt to consolidated EBITDA for France Retail and E-commerce.</p> <p>Revolving Facility 2 Loan and Swingline Facility 2 Loan 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.</p> <p>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><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><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 not).</p> <p><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)</p> <p>"Screen Rate" means the euro interbank offered rate administered by the European Money Markets</p>	<p>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 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: (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.</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>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>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.</p> <p><u>Due dates:</u> 23 January - 23 April - 23 July - 23 October</p> <p>Commitment fee: <u>Contractual reference:</u> this fee is calculated in accordance with 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.</p> <p>Prepayment clause: <u>Contractual reference:</u> break costs are calculated in accordance with Clause 10 (Prepayment and Cancellation) of the Revolving Facility Agreement.</p> <p><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)</p>	<p>(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.</p> <p>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.</p> <p>Amendment costs: <u>Contractual reference:</u> these costs are calculated in accordance with Clause 19.2 (Amendment costs) of the Revolving Facility Agreement.</p> <p><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.</p> <p>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.</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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				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).	
TLB 2025 – 295M	€295,791,780.00	<p>Contractual reference: Accrued interest is calculated in accordance with Clauses 4.1 (Interest Rate – Interest Period) and 4.2 (Calculation of interest) of the Intragroup Loan Agreement</p> <p>Interest rate: Term Loan B interest + 0.10%</p> <p>Calculation method: each interest period is calculated in accordance with Clause 4.2 (Calculation of interest) of the Intragroup Loan Agreement. In the event where on the last day of an Interest Period, an interest payment is not permitted under the Intercreditor Agreement, accrued interest for the relevant Interest Period shall be capitalised annually and paid on the earlier between (i) the last day of the Interest Period under which their payment is permitted under the Intercreditor Agreement or (ii) the Final Maturity Date.</p> <p>Defined terms: "Term Loan B Interest Rate" means the rate of interest on the Term Loan B calculated in accordance with the provisions of the Senior Facilities Agreement (in particular the provisions of Clause 11.1 (Calculation of interest) and Clause 13 (Changes to the Calculation of Interest) of the Senior Facilities Agreement).</p>	<p>Default interest Contractual reference: default interest is calculated in accordance with Clause 4.4 (Default interest) of the Intragroup Loan Agreement.</p> <p>If the Borrower fails to pay any amount payable by it under the Loan Agreement 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 is 1.00 per cent. per annum higher than the Loan Interest Rate.</p> <p>Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount annually.</p>	<p>Tax indemnity: Contractual reference: this indemnity is calculated in accordance with Clause 7.2 (No deduction) of the Intragroup Loan Agreement All payments to be made by the Borrower under this Agreement shall be made without any deduction or withholding for or on account of any present or future taxes, levies, imposts, duties, charges, deductions or withholdings of any nature. If a Tax Deduction is required by law to be made, the amount of the payment due must be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been made if no Tax Deduction had been required.</p>	<p>Agency fee: Contractual reference: 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. Fee: €75,000 per year, payable on 20 November of each year. The terms of payment of this fee are specified in the Fee Letter.</p> <p>Security Agent fee: Contractual reference: the Security Agent fee is calculated in accordance with Clause 14.3 (Security Agent fee) of the Senior Facilities Agreement</p> <p>Indemnity to the Agent: Contractual reference: this indemnity is calculated in accordance with Clause 17.3 (Indemnity to the Agent) of the Senior Facilities Agreement. Indemnity: 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.</p> <p>Transaction expenses: Contractual reference: this indemnity is calculated in accordance with Clause 19.1 (Transaction expenses) of the Senior Facilities Agreement. Indemnity: 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 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.</p> <p>Amendment costs: Contractual reference: these costs are calculated in accordance with Clause 19.2 (Amendment costs) of the Senior Facilities Agreement.</p> <p>Indemnity: 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,</p>

					<p>evaluating, negotiating or complying with that request or requirement.</p> <p>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.</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>
HY 2024 – 205M	€210,545,961.81	<p><u>Contractual reference:</u> Accrued interest is calculated in accordance with Clauses 3.1 (Interest Rate) and 3.2 (Common Interest provision relating to Proceeds Loan) of the Proceeds Loan Agreement</p> <p><u>Interest rate:</u> 5.975% 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 Clause 3.2 (Common Interest provision relating to Proceeds Loan) of the Proceeds Loan Agreement. All interest payments must be made in accordance with the Intercreditor 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 preceding Business Day. Interest not paid in cash on its due date will be compounded annually.</p>	<p>Default interest <u>Contractual reference:</u> default interest is calculated in accordance with Clause 3.3 (Default interest) of the Proceeds Loan Agreement.</p> <p>Subject to the provisions of the Intercreditor Agreement, if the Borrower fails to pay any amount payable by it under the Loan Agreement on its due date, interest shall accrue to the fullest extent permitted by law on the overdue amount from its due date up to the date of actual payment (notwithstanding any applicable grace period) at a rate which is 1% per annum higher than the interest rate of the relevant Intercreditor Loan.</p> <p>Subject to the provisions of the Intercreditor Agreement, default interest will be payable in cash at the Lender's first request.</p> <p>Default interest (if unpaid) will be compounded annually.</p>	<p>Tax indemnity: <u>Contractual reference:</u> this indemnity is calculated in accordance with Clause 4.2 (Payments) of the Proceeds Loan Agreement</p> <p>All payments in respect of this Agreement shall (except as required by law) be made in Euros free and clear of any deductions or withholdings for, or on account of, any taxes, levies, duties, imposts, assessments or charges of any nature (including penalties, interest and any other additions thereto) now or hereafter imposed, levied, collected, withheld or assessed. In the event that the Borrower is required to make any such deduction or withholding from any payments made in respect of this Agreement, the Borrower shall pay such additional amounts as may be necessary in order that the net amounts received in respect of such payments by the Lender after such deduction or withholding (including any such deduction or withholding from such additional amounts) will equal the respective amounts that would have been received by the Lender in respect of such payments in the absence of such withholding or deduction.</p>	