

27 February 2024

To: the Converting Secured Creditors, the Committed Creditors, the Backstop Group, the Unsecured Creditors, the Perpetual Creditors and the Quatrim Creditors

SECURITIES CREDITING AND PAYMENT NOTICE

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

CASINO, GUICHARD-PERRACHON, a French *société anonyme* with a board of directors, whose registered office is located 1, Cours Antoine Guichard - 42000 Saint-Etienne, registered under the number 554 501 171 RCS Saint-Etienne (“**Casino**” or the “**Company**”) is pleased to provide this notice to the Converting Secured Creditors, the Committed Creditors, the Backstop Group, the Unsecured Creditors, the Perpetual Creditors and the Quatrim Creditors to provide guidance on required procedures in connection with:

- the crediting of the New Shares to be issued as part of the Reserved Share Capital Increases Concerned;
- the crediting of the Backstop Shares to be issued to the Backstop Group as part of the Backstopped Share Capital Increase;
- the crediting of the Exchanged Shares to be received by the Backstop Group as part of the Equity Conversion Backstop;
- the crediting of the Warrants Additional Shares, the Warrants #1, the Warrants #2 and the Warrants #3 (after their detachment) (together, the “**Warrants**”);
- the crediting of the Reinstated Quatrim Bonds and the payment of the Quatrim Accrued Interest and the Quatrim Redemption Amount to Quatrim Creditors;
- the payment of the Support Fee (where applicable) to the relevant Unsecured Creditors and Perpetual Creditors; and
- the signing of the Reinstated TL Facility Agreement and the New Intercreditor Agreement,

in each case, in connection with the Financial Restructuring and in accordance with the provisions of the Accelerated Safeguard Plan and the Quatrim Accelerated Safeguard Plan.

Notwithstanding the foregoing, the payment of the Support Fee (*commission d’adhésion*) to Unsecured Creditors and Perpetual Creditors having acceded to the Lock-up Agreement no later than the Last Accession Date will be computed and made in accordance with the provisions of the Lock-Up Agreement.

We request that each of the Converting Secured Creditors, the Committed Creditors, the members of the Backstop Group, the Unsecured Creditors, the Perpetual Creditors and the Quatrim Creditors provides the relevant information requested in this Notice as soon as possible and no later than **5 p.m. (CET) on the Reference Date, expected to be March 13, 2024** (the “**Participation Deadline**”) by using the relevant forms appended hereto. The Unsecured Creditors, the Perpetual Creditors and the Quatrim Creditors should note that custodians may set their own requirements in order to meet the Participation Deadline.

No trading of Unsecured Claims, Perpetual Claims nor HY Quatrim Bonds will be possible from the date of the relevant Electronic Instruction (with respect to Unsecured Claims, Perpetual Claims or HY Quatrim Bonds held in Euroclear or Clearstream) or the date of the proof of holdings and blocking confirmation from a Euroclear France Direct Participant (with respect to the Unsecured Claims, Perpetual Claims held in Euroclear France outside Euroclear or Clearstream).

No settlement of any transfer of claims under the Secured Claims, the Unsecured Claims, the Perpetual Claims or the HY Quatrim Bonds will be taken into account for the purposes hereof from the Reference Date (i.e. expected to be 13 March 2024) (inclusive) until the Effective Restructuring Date (inclusive). **The**

Company kindly asks the Secured Creditors, the Unsecured Creditors, the Perpetual Creditors and the Quatrim Creditors to stop trading as early as March 6, 2024 (or any other date notified by the Company, should the Reference Date and/or the Effective Restructuring Date be postponed and notified by the Company to the Converting Secured Creditors, the Committed Creditors, the members of the Backstop Group, the Unsecured Creditors, the Perpetual Creditors and the HY Quatrim Bonds) and anticipate as much as possible any practical issues with their counterpart in relation to recent trades that might not settle by the Participation Deadline, in order to allow for the smooth closing of the Financial Restructuring.

We draw your attention to the fact that any output from the Accelerated Safeguard Plan will only benefit Creditors registered in such capacity as at the Reference Date. As per the provisions of the Accelerated Safeguard Plan, the Company and the Information Agent will not recognize any transfers from the Creditors after the Reference Date. Entitlement allocable to the Creditors pursuant to the Accelerated Safeguard Plan will only be allocated to Creditors having completed the relevant steps set out herein after by the Participation Deadline and eligible to such allocation under the Accelerated Safeguard Plan and applicable laws and regulations. Creditors failing to comply with any of these should refer to paragraph 7 (*Late Claims*) below.

All dates relating to the timing of the Reserved Share Capital Increases (as defined below) and of the issue of the Warrants provided in this document are indicative.

Capitalized terms have the meanings set out in the definitions listed below.

ACTION REQUIRED:

- (i) If you are a Converting Secured Creditor, you are required to take the actions set out in paragraph 1 (*Converting Secured Creditors*) and carefully read paragraph 7 (*Late Claims*) below.
- (ii) If you are a Committed Creditor, you are required to take the actions set out in paragraph 2 (*Committed Creditors*) and carefully read paragraph 7 (*Late Claims*) below.
- (iii) If you are a member of the Backstop Group (either of the Initial Backstop Group or the Additional Backstop Group), you are additionally required to take the actions set out in paragraph 3 (*Members of the Backstop Group*) and carefully read paragraph 7 (*Late Claims*) below.
- (iv) If you are an Unsecured Creditor or a Perpetual Creditor holding respectively Unsecured Claims or Perpetual Claims through Euroclear or Clearstream, you are required to take the actions set out in paragraph 4 (*Unsecured Creditors and Perpetual Creditors holding Unsecured Claims and/or Perpetual Claims through Euroclear or Clearstream*) and carefully read paragraph 7 (*Late Claims*) below.
- (v) If you are an Unsecured Creditor or a Perpetual Creditor holding Unsecured Claims and Perpetual Claims through Euroclear France outside Euroclear or Clearstream, you are required to take the actions set out in paragraph 5 (*Unsecured Creditors and Perpetual Creditors holding Unsecured Claims and/or Perpetual Claims through Euroclear France outside Euroclear or Clearstream*) and carefully read paragraph 7 (*Late Claims*) below.
- (vi) If you are a Quatrim Creditor holding HY Quatrim Bonds, you are required to take the actions set out in paragraph 6 (*Quatrim Creditors holding HY Quatrim Bonds through Euroclear or Clearstream*) and carefully read paragraph 7 (*Late Claims*) below.

For the avoidance of doubt, if you are cumulatively a member of the Backstop Group, a Committed Creditor and/or a Creditor under items (i), (iv), (v) and/or (vi) above, you will need to take the actions set out in each of the relevant paragraphs below corresponding to each of your positions, and in all cases carefully read paragraph 7 (*Late Claims*) below.

Casino will provide any necessary additional information about the completion of the Financial Restructuring in due course. Any questions in relation to this Notice or procedures in connection with the Financial Restructuring generally may be directed to the Information Agent:

KROLL ISSUER SERVICES LIMITED

The Shard
32 London Bridge Street
London SE1 9SG
Attention: Thomas Choquet / Victor Parzyjagla

Website: <https://deals.is.kroll.com/casino>

Email: casino@is.kroll.com

For information by telephone: +44 (0) 20 7704 0880

The Information Agent is the agent of the Company and owes no duty to any Converting Secured Creditor, Committed Creditor, member of the Backstop Group, Unsecured Creditor, Perpetual Creditor or Quatrim Creditor, express or implied.

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Definitions

" ABSA "	means the ordinary shares to each of which a Warrant #3 is attached thereto, to be issued by the Company in connection with the Share Capital Increase Reserved for Unsecured Creditors.
" Accelerated Safeguard Plan "	means the accelerated safeguard plan prepared in the course of, and implemented as a result of, the Accelerated Safeguard (including all exhibits, supplements, appendices and schedules thereto), as approved by the Commercial Court of Paris on 26 February 2024 accessible on the Company's dedicated website (https://www.groupe-casino.fr/investisseurs/restructuration-financiere/).
" Accelerated Safeguard "	means the proceedings of <i>sauvegarde accélérée</i> under articles L. 628-1 to L. 628-8 of the French Commercial Code (<i>Code de commerce</i>) regarding the Company in order to implement the Financial Restructuring.
" Additional Backstop Group "	refers together to Toro European CLO 2 DAC, Toro European CLO 3 DAC, Toro European CLO 7 DAC, Toro European CLO 8 DAC, Eicos Investment Group Limited, Sparta Global Opportunities Master Fund LP, ICG Alternative Investment Limited, Intermediate Capital Managers Limited, Boundary Creek Advisors LP, Whitebox GT Fund LP, Whitebox Multi-Strategy Partners LP, Whitebox Relative Value Partners LP, Hudson Bay Master Fund Ltd, these entities acting, as the case may be, for themselves and/or on behalf of funds, accounts or entities managed or advised by them.
" Affiliate "	means, in relation to any person, (i) a Subsidiary of that person, or (ii) a Holding Company of that person or (iii) any other Subsidiary of that Holding Company or (iv) in relation to a fund, account, vehicle, trading subsidiary or other person (the " First Fund "), an account, vehicle, trading subsidiary or other person (the " Second Fund ") which is established, managed, controlled or advised directly or indirectly by the same investment manager, collateral manager or investment adviser as the First Fund or, if the Second Fund is established, managed, controlled or advised by a different investment manager, collateral manager or investment adviser, a fund, account, vehicle, trading subsidiary or other person whose investment manager, collateral manager or investment adviser is an Affiliate or Relying Advisor of the investment manager, collateral manager or investment adviser of the First Fund or a fund whose investment manager, collateral manager or investment adviser is a Filing Advisor of the First Fund, it being specified that funds or trading subsidiaries managed or advised by the same management company or general partner or fund or trading subsidiary shall be deemed "Affiliates" of each other and of such common management company or general partner or fund or trading subsidiary but portfolio companies of an investment fund shall not be deemed as "Affiliates" of such investment fund.
" Backstop Commitment "	has the meaning ascribed to the equivalent French term " <i>Engagement de Backstop</i> " defined in the French-language version of the Accelerated Safeguard Plan.
" Backstop Group "	refers together to the Initial Backstop Group and the Additional Backstop Group.

" Backstop Shares "	means the New Shares to be received by the members of the Backstop Group under the Backstopped Share Capital Increase pursuant to their Backstop Commitment (but other than the New Shares to be received by them in their capacity as Committed Creditors) and in accordance with the provisions of the Accelerated Safeguard Plan.
" Backstopped Share Capital Increase "	means the share capital increase with waiver of the shareholders' preferential subscription rights to the benefit of the Secured Creditors (beneficial holders of the Secured Claims only, and their respective Affiliates), the Unsecured Creditors and the Perpetual Creditors who have undertaken to participate in the Backstopped Share Capital Increase in accordance with the provisions of the Lock-up Agreement, and the Backstop Group or, as the case may be, their respective Affiliate(s), in a maximum aggregate amount of € 274,999,999.97 (including share premium), at the subscription price of 0.0461 euro per New Share, <i>i.e.</i> with a par value of 0.01 euro (taking into account the Capital Reduction No.1 to be implemented as part of the Financial Restructuring) and 0.0361 euro of share premium per New Share, to be subscribed in cash, and backstopped by the Backstop Group, pursuant to and in accordance with the provisions of the Accelerated Safeguard Plan.
" CEP " or " commissaires à l'exécution du plan "	means the practitioners in charge of supervising the implementation of the Accelerated Safeguard Plan appointed by the Commercial Court of Paris in its judgement approving the Accelerated Safeguard Plan dated 26 February 2024, namely SELARL Thévenot Partners, in the person of Maître Aurélia Perdereau, SELARL FHBX, in the person of Maître Hélène Bourbouloux and SCP Abitbol & Rousselet, in the person of Maître Frédéric Abitbol.
" Clearstream "	means Clearstream Banking S.A.
" Commercial Banks "	refers together to BNP Paribas, Natixis, Crédit Agricole Corporate and Investment Bank, Crédit Industriel et Commercial, La Banque Postale, Crédit Lyonnais and Société Générale.
" Committed Creditors "	means the Creditors (or their respective Affiliates) who (i) adhered to the Lock-Up Agreement by the Last Accession Date and (ii) committed to subscribe New Shares under the Backstopped Share Capital Increase by 25 October 2023; noting, for the avoidance of doubt, that with respect to the Secured Creditors, only the beneficial holders under the Secured Claims (or their respective Affiliates) were able to commit to subscribe under the Backstopped Share Capital Increase.
" Consortium SPV "	refers to France Retail Holdings S.A.R.L., a limited liability company incorporated under the laws of Luxembourg, whose registered office is at 2, Place de Paris, Luxembourg (L-2314), Grand Duchy of Luxembourg, registered in the Luxembourg Trade and Companies Register under number B280443.
" Consortium "	refers to EP Equity Investment III S.à r.l., F. Marc de Lacharrière (Fimalac) SE and Trinity Investments Designated Activity Company, together.
" Converting Secured Creditors "	means the Secured Creditors who (i) are lenders of records as of the Reference Date, (ii) have not committed to provide New Operational Financing, and (iii) are entitled to receive Converting Shares under the Share Capital Increase Reserved for Secured Creditors.

" Converting Shares "	means the new ordinary shares to be issued to Creditors by the Company, on the Effective Restructuring Date, by way of set-off against Residual Secured Claims, Unsecured Claims or Perpetual Claims under respectively the Share Capital Increase Reserved for Secured Creditors, the Share Capital Increase Reserved for Unsecured Creditors or the Share Capital Increase Reserved for Perpetual Creditors.
" Creditors "	means the Secured Creditors, the Unsecured Creditors, the Perpetual Creditors and the Quatrim Creditors.
" Effective Restructuring Date "	means the date on which all of the restructuring operations provided for in the Accelerated Safeguard Plan will have been completed, including the fulfilment of the conditions precedent included in the Reinstated RCF agreement and the Reinstated TL agreement and, where applicable, following the appointment of a court-appointed agent (<i>mandataire de justice</i>) by the Paris Commercial Court for the purpose of executing the deeds necessary to amend the Company's bylaws, rights or shareholding, under the conditions set out in article L. 626-32 of the French Commercial Code (excluding the Reverse Share Split and the Share Capital Reduction No. 2), which is expected to occur on or around 27 March 2024.
" Electronic Instruction "	means the instruction required to be submitted by direct participants in Euroclear or Clearstream to the Information Agent (via Euroclear or Clearstream as applicable) in the form described in the Euroclear/Clearstream Notice and in accordance with such clearing system's procedures and deadlines in order for the relevant Creditors to have their relevant New Shares, Warrants and, as the case may be, Reinstated Quatrim Bonds to be issued, and their Support Fee, Quatrim Accrued Interest and Quatrim Redemption Amount, as the case may be, to be paid, in each case, credited on their accounts as part of the Financial Restructuring.
" EMTN 2024 Bonds "	means the bonds known as " <i>Euro Medium Term Notes</i> " issued under French law on 28 February 2014 for a nominal amount of €900,000,000, with €509,100,000 outstanding to date, due on 7 March 2024, identified under ISIN number FR0011765825.
" EMTN 2025 Bonds "	means the bonds known as " <i>Euro Medium Term Notes</i> " under French law, issued on 4 December 2014, for a nominal amount of €650,000,000, of which €357,400,000 is outstanding to date, due on 7 February 2025, identified under ISIN number FR0012369122.
" EMTN 2026 Bonds "	means the bonds known as " <i>Euro Medium Term Notes</i> " under French law, dated 1 st August 2014, for a nominal amount of €900,000,000, of which €414,500,000 is outstanding to date (net of amounts repurchased by the Company but not cancelled), due on 5 August 2026, identified under ISIN number FR0012074284.
" EMTN Bonds "	means the 2024 EMTN Bonds, the 2025 EMTN Bonds and the 2026 EMTN Bonds.

" Equity Conversion Backstop "	means the mechanism of “ <i>Rachat des Créances Sécurisées</i> ” provided for in the Accelerated Safeguard Plan, which consists in, <i>inter alia</i> , the sale (by way of exchange), on the Effective Restructuring Date, by Secured Creditors (having committed to do so by the Last Accession Date) of all their New Shares resulting from the Share Capital Increase Reserved for Secured Creditors to the Backstop Group, in exchange for Backstop Group’s claims under the Reinstated TL (computed in accordance with the provisions of the Accelerated Safeguard Plan).
" Euroclear France "	means Euroclear France S.A.
" Euroclear "	means Euroclear Bank S.A./N.V.
" Euroclear/Clearstream Direct Participant "	means a financial intermediary with an account in either Euroclear or Clearstream, as the case may be.
" Euroclear/Clearstream Notice "	means the notice to be sent by Euroclear or Clearstream, as applicable, to Euroclear/Clearstream Direct Participants, informing them of the procedures to be followed and the relevant deadlines in order for Secured Creditors, Unsecured Creditors, Perpetual Creditors, and Quatrim Creditors concerned to receive their relevant New Shares, Warrants, Reinstated Quatrim Bonds, Quatrim Accrued Interest, Quatrim Redemption Amount and/or Support Fee (as applicable), in each case credited on their accounts as part of the Financial Restructuring.
" Exchanged Shares "	means the Converting Shares to be sold (by way of exchange), on the Effective Restructuring Date, to the Backstop Group by Secured Creditors having committed to do so under the Equity Conversion Backstop.
" Filing Advisor "	means, in respect of an investment manager, collateral manager or investment advisor that is a Relying Advisor, the investment manager, collateral manager or investment advisor under whose umbrella registration with the U.S. Securities and Exchange Commission (SEC) such Relying Advisor operates.
" Financial Restructuring "	means the corporate and financial restructuring transactions provided for in the Accelerated Safeguard Plan.
" Holding Company "	means, in relation to a company or corporation, any other company, corporation or other legal entity in respect of which it is a Subsidiary.
" HY 2026 Bonds "	means the New York State high yield bonds, issued on 22 December 2020, for a nominal amount of €400,000,000, out of which €370,955,000 is outstanding to date (net of amounts repurchased by the Company but not cancelled), due on 15 January 2026, identified under ISIN number XS2276596538.
" HY 2027 Bonds "	means the New York State High Yield Bonds, issued on 13 April 2021, for a nominal amount of €525,000,000, out of which €516,000,000 is outstanding to date (net of amounts repurchased by the Company but not cancelled), due on 15 April 2027, identified under ISIN number XS2328426445.
" HY Bonds "	means the HY 2026 Bonds and the HY 2027 Bonds.
" HY Quatrim Bonds "	means the New York State High Yield Bonds, issued on November 20, 2019 and due on 15 January 2024, for a nominal amount of €800,000,000, out of which €552,775,000 is outstanding to date (net of amounts repurchased by Quatrim but not cancelled), identified under ISIN numbers XS2010039118 and XS2010038490.

" Information Agent "	means Kroll Issuer Services Limited.
" Initial Backstop Group "	refers together to Trinity Investments Designated Activity Company, Davidson Kempner European Partners LP, Farallon Capital Europe LLP, Monarch Alternative Capital LP, Sculptor Capital Investments LLC, these entities acting, as the case may be, for themselves and/or on behalf of funds, accounts or entities managed or advised by them.
" Last Accession Date "	refers to 17 October 2023.
" Late Claims "	means claims for which any Converting Secured Creditor, member of the Backstop Group, Unsecured Creditor, Perpetual Creditor or Quatrim Creditor fails to provide the applicable requested information to the Information Agent by the Participation Deadline or is otherwise not eligible under applicable laws and regulations to receive the entitlement allocable to it under the Accelerated Safeguard Plan and/or the Quatrim Accelerated Safeguard Plan.
" Lock-Up Agreement "	means the agreement, dated 5 October 2023, entered into between the Company, EP Equity Investment III S.à r.l., an entity controlled by Mr. Daniel Křetínský, F. Marc de Lacharrière (Fimalac) SE and Trinity Investments Designated Activity Company and creditors economically holding 75% of the TLB Loan, major commercial banking groups and certain of the aforementioned creditors economically holding 92% of the RCF Loan, as well as holders of the HY Quatrim Bonds representing 58% of such bonds.
" NCJ "	has the meaning set forth in paragraph 1 below.
" New Intercreditor Agreement "	refers to the French law English language intercreditor agreement to be entered into on or before the Effective Restructuring Date between, amongst others, (i) Casino and certain of its subsidiaries, (ii) the creditors of the Reinstated TL and (iii) the creditors of the Reinstated RCF.
" New Operational Financing "	refers to the operating financing commitments entered into on the Effective Restructuring Date by the Commercial Banks or their Affiliates (as this term is defined in the Lock-up Agreement) for the benefit of the Company's direct or indirect subsidiaries, the main terms and conditions of which are set out in the schedule to the Accelerated Safeguard Plan.
" New Shares "	means the new ordinary shares (including the ABSA before detachment of the Warrants #3, the Backstop Shares and the Converting Shares) to be issued by the Company in connection with the Reserved Share Capital Increases.
" Nominated Recipient for Equity "	means an Affiliate appointed by a Creditor, by a Committed Creditor or by a member of the Backstop Group to receive the New Shares, Backstop Shares, Exchanged Shares and the Warrants to which such Creditor, Committed Creditor or member of the Backstop Group is entitled pursuant to the Financial Restructuring, in accordance with the Accelerated Safeguard Plan and, as the case may be, the Quatrim Accelerated Safeguard Plan.
" Nominated Recipient for Reinstated TL "	means the Affiliate appointed by a Secured Creditor to receive Reinstated TL as part of the TL Reinstallation or the Equity Conversion Backstop, in accordance with the terms of the Accelerated Safeguard Plan.
" Notice "	means this Securities Crediting and Payment Notice.

" Participation Deadline "	has the meaning ascribed to it on the cover page of this document.
" Perpetual Claims "	refers to the TSSDI 2005 and the TSSDI 2013 (including principal, interests due and suspended since the opening of the conciliation proceedings, interest accrued and not yet due up to the judgment opening the Accelerated Safeguard proceedings, fees and incidentals, in accordance with the Accelerated Safeguard Plan; it being specified that no interest has accrued on Perpetual Claims since the Accelerated Safeguard proceedings have been opened by the Paris Commercial Court).
" Perpetual Creditors "	means the holder(s) of Perpetual Claims at the Reference Date.
" Qualified Intermediary "	means a credit institution or an investment services provider within the meaning of article L. 225-143 of the French Commercial Code.
" Quatrim Accelerated Safeguard Plan "	means the accelerated safeguard plan prepared in the course of, and implemented as a result of, the proceedings of <i>sauvegarde accélérée</i> under articles L. 628-1 to L. 628-8 of the French Commercial Code regarding Quatrim in order to implement the Financial Restructuring.
" Quatrim Accrued Interest "	means fifty per cent (50%) of the €28,145,460.42 of the interest accrued and unpaid under the HY Quatrim Bonds from and including the opening of the conciliation proceedings up to the Effective Restructuring Date excluded, to be paid in cash, on the Effective Restructuring Date, by the Information Agent, to set off a portion of the Quatrim Creditor Claims, pursuant to and in accordance with the Quatrim Accelerated Safeguard Plan (including all exhibits, supplements, appendices and schedules thereto).
" Quatrim Creditor Claims "	<p>means the claims or amounts owed to the Quatrim Creditors pursuant to the Quatrim Accelerated Safeguard Plan, being:</p> <ul style="list-style-type: none"> (i) the outstanding principal amount of the HY Quatrim Bonds due to date; <i>plus</i> (ii) interest accrued and unpaid under the HY Quatrim Bonds from and including the opening of the conciliation proceedings up to the Effective Restructuring Date; <p>which Quatrim Creditor Claims will be set off by the issuance of the Reinstated Quatrim Bonds and the payment of the Quatrim Accrued Interest and the Quatrim Redemption Amount.</p>
" Quatrim Creditors "	means the beneficial owners and/or holders of HY Quatrim Bonds at the Reference Date.
" Quatrim Redemption Amount "	means the €75,927,270.21 of principal and accrued interest of the HY Quatrim Bonds to be paid in cash, on the Effective Restructuring Date, by the Information Agent, pursuant to and in accordance with the Quatrim Accelerated Safeguard Plan, to set off a portion of the Quatrim Creditor Claims.
" Quatrim "	means a French <i>société par actions simplifiée</i> , whose registered office is located 1, Cours Antoine Guichard - 42000 Saint-Etienne, registered under the number 833 032 121 RCS Saint-Etienne.
" RCF Lenders "	designates the lenders under the RCF Loan at the Reference Date.

" RCF Loan "	refers to the debt under a RCF loan agreement dated November 18, 2019, amended by amendments and/or reiterative amendments dated February 5, 2021, March 3, 2021, June 4, 2021 and July 16, 2021 and drawn by Casino Finance SA (538 812 405 R.C.S. Paris) in the amount of €2,051,420,169.
" Reference Date "	means the date which is ten (10) trading days prior to the settlement-delivery of the Reserved Share Capital Increases and the issuance of the Warrants, which is expected to be 13 March 2024 in accordance with the Accelerated Safeguard Plan (or any other later date which might be notified by the Company to the Creditors, the Committed Creditors and the members of the Backstop Group).
" Reinstated Quatrim Bonds "	means the €490,920 460.00 New York State High Yield Bonds to be issued by way of set-off against a portion of the Quatrim Creditor Claims, in accordance with the provisions of the Quatrim Accelerated Safeguard Plan and pursuant to an indenture to be dated as at the Effective Restructuring Date.
" Reinstated RCF "	means a secured super-senior revolving credit facility reinstated at the level of Monoprix SAS (552 012 020 R.C.S. Nanterre) for an amount in principal of €711.271,972.46 (the creditors of which will be the Commercial Banks under the conditions set out in the Accelerated Safeguard Plan) with a maturity of four years as from the Effective Restructuring Date.
" Reinstated TL Facility Agreement "	means the English language French law facility agreement relating to the Reinstated TL to be entered into on or before the Effective Restructuring Date between amongst others, Casino as borrower and certain Converting Secured Creditors as lenders.
" Reinstated TL "	means a secured term loan reinstated at Casino's level for an amount of €1,409,945,342.17 (i.e. approximately 51% of the claims under the TLB Loan and the RCF Loan that will not be reinstated in the Reinstated RCF) with a maturity of three years as from the Effective Restructuring Date.
" Relying Advisor "	means an investment manager or investment advisor that has filed as a "relying advisor" under the umbrella registration of another investment manager or investment advisor that is registered as an investment advisor with the SEC.
" Reserved Share Capital Increases Concerned "	means the Reserved Share Capital Increases other than the Share Capital Increase Reserved for the Consortium SPV.
" Reserved Share Capital Increases "	means, together, the Backstopped Share Capital Increase, the Share Capital Increase Reserved for Secured Creditors, the Share Capital Increase Reserved for Unsecured Creditors, the Share Capital Increase Reserved for Perpetual Creditors and the Share Capital Increase Reserved for the Consortium SPV.
" Residual Secured Claims "	means the amount remaining due to the Secured Creditors in respect of the Secured Claims held by Secured Creditors who have not undertaken to provide Casino's group with New Operational Financing, less the amount of the Reinstated TL.
" Reverse Share Split "	means a reverse split of the Company's shares such that one hundred (100) ordinary shares with a nominal value of 0.01 euro each will be exchanged for one (1) new ordinary share with a nominal value of one euro (€ 1.00) each, to be implemented after the settlement-delivery of the Reserved Share Capital Increases and the issuance of the Warrants.

" Secured Claims Agent "	means Crédit Suisse in its capacity as agent with respect to the RCF Loan and CACIB in its capacity as agent with respect to the TLB Loan.
" Secured Claims "	means the claims under the TLB Loan held by TLB Lenders and the claims under the RCF Loan held by RCF Lenders.
" Secured Creditors "	means the creditors under the TLB Loan and the creditors under the RCF Loan at the Reference Date.
" Share Capital Increase Reserved for Perpetual Creditors "	means the share capital increase with waiver of the shareholders' preferential subscription rights to the benefit of the Perpetual Creditors, in a maximum nominal amount of 1,464,360.48 euros, through the issue of a maximum number of 146,436,048 New Shares with a nominal value of 0.01 euro each (given Share Capital Reduction No. 1), which amounts to a total subscription price (including share premium) equal to the total amount of the TSSDIs (as this term is defined below), i.e. a subscription price per New Share equal to (x) the total amount of the TSSDIs (as this term is defined below) divided by (y) the number of New Shares to be issued, i.e. a maximum number of 146,436,048 New Shares.
" Share Capital Increase Reserved for Secured Creditors "	means the share capital increase with waiver of the shareholders' preferential subscription rights to the benefit of the Secured Creditors, for a maximum nominal amount of 91,169,536.9500 euros, by issuing a maximum number of 9,116,953,695 New Shares with a nominal value of 0.01 euro each, given Share Capital Reduction No. 1, which amounts to a total subscription price (including share premium) equal to the total amount of the Residual Secured Claims, i.e. a subscription price per New Share equal to (x) the total amount of the Residual Secured Claims divided by (y) the number of New Shares to be issued, i.e. a maximum number of 9,116,953,695 New Shares.
" Share Capital Increase Reserved for the Consortium SPV "	means the share capital increase with waiver of the shareholders' preferential subscription rights to the benefit of the Consortium SPV, in a maximum amount of € 925,000,000 (including share premium), at the subscription price of 0.0435 euro per New Share, i.e. with a par value of 0.01 euro (taking into account the Share Capital Reduction No. 1 to be implemented as part of the Financial Restructuring) and 0.0335 euro of share premium per New Share.
" Share Capital Increase Reserved for Unsecured Creditors "	means the share capital increase with waiver of the shareholders' preferential subscription rights to the benefit of the Unsecured Creditors, in a maximum nominal amount, excluding capital increase following the exercise of share subscription warrants attached to the shares in accordance with their terms and conditions, of 7,070,600.73 euros, by issuing a maximum number of 707,060,073 New Shares with a nominal value of 0.01 euro each (given Share Capital Reduction No. 1), which amounts to a total subscription price (including share premium) equal to the total amount of the Unsecured Claims, i.e. a subscription price per New Share equal to (x) the total amount of the Unsecured Claims divided by (y) the number of New Shares to be issued, i.e. a maximum number of 707,060,073 New Shares, excluding the share capital increase resulting from the exercise of the Warrants #3, corresponding to the issue of a maximum number of 707,060,073 ABSAs with a nominal value of 0.01 euro each (given Share Capital Reduction No. 1).

" Share Capital Reduction No. 1 "	means the share capital reduction by reducing the nominal value of the Company's shares from € 1.53 to one euro cent (€ 0.01) per share, to be implemented prior to the Reserved Share Capital Increases.
" Share Capital Reduction No. 2 "	means, once the Reverse Share Split has been completed, a share capital reduction, by reducing the nominal value of the Company's shares from one euro (€ 1.00) (given the Reverse Share Split) to one euro cent (€ 0.01) per share.
" Subsidiary "	means, in relation to any person, any other entity which is controlled directly or indirectly (through one or more intermediaries) by that person and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time, and "control" (and the term "controlled" have meanings correlative of the foregoing) for this purposes means (i) the direct or indirect ownership of the majority of the voting share capital of such entity or the right or ability to determine the composition of a majority of the board of directors (or like board) of such entity or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management, affairs and/or policies of such person or entity, in each case whether through the ownership of voting securities, by contract or otherwise.
" Support Fee "	means the amount of the support fee (<i>commission d'adhésion</i>) to be paid to those Unsecured Creditors and Perpetual Creditors having signed or acceded to the Lock-Up Agreement on or before the Last Accession Date, to be computed and paid in accordance with the terms of the Lock-Up Agreement and the Accelerated Safeguard Plan.
" TL Reinstallation "	means the partial reinstallation, under the Reinstated TL, of the Secured Claims held by Secured Creditors who have not undertaken to provide Casino's group with New Operational Financing.
" TLB Lenders "	refers to the lenders under the TLB Loan at the Reference Date.
" TLB Loan "	means the debt under a Term Loan B contract dated 1 ^{er} April 2021, amended by an amendment dated 24 November 2021, for an amount of € 1,425,000,000, identified under ISIN number LX193772.
" Treasury Bonds "	means a short-term negotiable security, issued on February 24, 2023 pursuant to an unsecured program for the issue of short-term negotiable securities, in the amount of USD 5,000,000 due on June 26, 2023, identified under the common code 259401461 and under ISIN number FR0127851899 TCN CASINO 26062023, held by the Cypriot company FTD Investments Ltd.
" TSSDI 2005 "	together refer to the TSSDI January 2005 and the TSSDI February 2005.
" TSSDI 2013 "	means the 7,500 super-subordinated securities with indefinite term issued under French law with a nominal value of €100,000 each for a total nominal amount of €750,000.000, initially bearing interest at a rate of 4.870%, bearing interest since 31 January 2019 at a rate of 3.992% and bearing interest since 1 February 2024 at a rate of 5-year Swap Rate + 3.819% <i>per annum</i> , identified under ISIN number FR0011606169 on the Reference Date, in principal and ancillary amounts (including interests).

" TSSDI February 2005 "	means the 100,000 super-subordinated securities with indefinite term issued under French law with a nominal value of €1,000 each for a total nominal amount of €100,000,000, initially bearing interest at a rate of 7.5% and since 20 January 2008 now bearing interest at the 10-year <i>Constant Maturity Swap</i> rate + 100 basis points (the rate may not exceed 9%), identified under ISIN number FR0010154385. on the Reference Date.
" TSSDI January 2005 "	means the 500,000 super-subordinated securities with indefinite term issued under French law with a nominal value of €1,000 each for a total nominal amount of €500,000,000, initially bearing interest at a rate of 7.5% and since 20 January 2008 now bearing interest at the 10-year <i>Constant Maturity Swap</i> rate + 100 basis points (the rate may not exceed 9%), identified under ISIN number FR0010154385.
" Unsecured Claims "	means the HY Bonds, the EMTN Bonds and the Treasury Bonds (including in each case principal, due and suspended since the opening of the conciliation proceedings, interest accrued but not due until the judgment approving the Accelerated Safeguard Plan, fees and incidentals in accordance with the Accelerated Safeguard Plan; it being specified that no interest has accrued on the Unsecured Claims since the date on which the Accelerated Safeguard Plan has been approved by the Paris Commercial Court).
" Unsecured Creditors "	means the beneficial owners and/or holders of HY Bonds, the holders of EMTN Bonds and the holder of the Treasury Bonds as at the Reference Date.
" Warrants "	means Warrants #1, Warrants #2, Warrants #3 and Warrants Additional Shares.
" Warrants Additional Shares "	means the ordinary share warrants to be issued and allocated by the Company, on the Effective Restructuring Date and in accordance with the Accelerated Safeguard Plan, to the Backstop Group (or, as the case may be, the Backstop Group members' Affiliates) and the Secured Creditors who have committed to participate in the Backstopped Share Capital Increase under the conditions set out in the Lock-Up Agreement.
" Warrants #1 "	means the ordinary share warrants to be issued and allocated by the Company, on the Effective Restructuring Date and in accordance with the Accelerated Safeguard Plan, to the Consortium SPV and the Backstop Group (or, as the case may be, the Backstop Group members' Affiliates).
" Warrants #2 "	means the ordinary share warrants to be issued and allocated by the Company, on the Effective Restructuring Date and in accordance with the Accelerated Safeguard Plan, to the Consortium SPV and the Initial Backstop Group (or, as the case may be, the Initial Backstop Group members' Affiliates).
" Warrants #3 "	means the ordinary share warrants to be issued by the Company, on the Effective Restructuring Date and in accordance with the Accelerated Safeguard Plan, initially attached to the new ordinary shares to be issued to the Unsecured Creditors by the Company under the Share Capital Increase Reserved for Unsecured Creditors (<i>i.e.</i> , ABSA).

Securities Crediting and Payment Notice

1 Converting Secured Creditors

All Converting Secured Creditors (*i.e.*, Secured Creditors who are lenders of records as of the Reference Date and who have not committed to provide New Operational Financing) will receive their relevant number of Converting Shares (to the extent applicable) as of the Effective Restructuring Date, provided that the following instructions are complied with.

In order to receive its relevant number of Converting Shares, each Converting Secured Creditor must:

- (i) provide its securities account information in Euroclear France, Euroclear or Clearstream to the Information Agent;
- (ii) return a duly completed form attached hereto as Schedule 1 to the Information Agent via email or online by the Participation Deadline; and
- (iii) return a duly completed form attached hereto as Schedule 5 to the Information Agent via email or online by the Participation Deadline, by which time the relevant Converting Secured Creditor will in addition confer any and all powers to Kroll Issuer Services Limited in order to execute the subscription forms in relation to the subscription of the Converting Shares, as applicable, as determined by the Company pursuant to and in accordance with the Accelerated Safeguard Plan.

Any Converting Secured Creditor intending to appoint a Nominated Recipient for Equity to receive all of its Converting Shares or a Nominated Recipient for Reinstated TL to receive Reinstated TL in order to, *inter alia*, avoid any conflict of interest which could result from being both a creditor and a shareholder of the Company, shall take appropriate actions in order to proceed with such designation on or prior the Participation Deadline (including, if relevant, assigning appropriate rights and obligations to that effect) and shall provide relevant details on such Nominated Recipient for Equity/for Reinstated TL by completing the relevant section of Schedule 1 hereto to the Information Agent via email or online by the Participation Deadline.

Any Converting Secured Creditor who has entered into a sub-participation arrangement (or similar arrangement) in respect of the TLB Loan and/or the RCF Loan with a member of the Backstop Group hereby irrevocably (a) agrees that the relevant portion of the Reinstated TL delivered to such Converting Secured Creditor (or its Nominated Recipient for Reinstated TL) will be immediately transferred to the relevant member of the Backstop Group in order for such member of the Backstop Group (or its Nominated Recipient for Equity) to receive its Exchanged Shares and (b) instructs the Information Agent to take any action as may be required to effect such transfer.

By submitting the above-mentioned documents, the Converting Secured Creditor is deemed to:

- (i) confirm that, in each case to the extent applicable to such Converting Secured Creditor, it irrevocably subscribes to its relevant number of applicable Converting Shares due to it, in each case as determined by the Company pursuant to and in accordance with the Accelerated Safeguard Plan;
- (ii) represent and warrant that, as of the Effective Restructuring Date such Converting Secured Creditor and, as the case may be, any Nominated Recipient for Equity designated by such Converting Secured Creditor to receive the applicable Converting Shares complies with the Securities Law Representations, Warranties and Undertakings provided for in Schedule 6 of this Notice; and
- (iii) represent and warrant, as of the date hereof, that such Converting Secured

Creditor and, as the case may be, any Nominated Recipient for Equity designated by such Converting Secured Creditor to receive the Converting Shares shall not be an entity domiciled or established in a non-cooperative jurisdiction within the meaning of article 238 0 A of the French tax code (*Code général des impôts*) (“NCJ”) and that any amounts or sums deriving from the Converting Shares to be allocated to such entities shall not be paid on an account opened in the name of or for the benefit of that entity in a financial institution established in a NCJ.

Any Converting Secured Creditor entitled to receive Converting Shares under the Accelerated Safeguard Plan and that cannot provide such confirmations and/or warranties and/or representations must notify the Company (through the Information Agent) as soon as possible.

2 Committed Creditors

All Committed Creditors (*i.e.*, Creditors or other persons who have committed to subscribe New Shares under the Backstopped Share Capital Increase in accordance with the provisions of the Lock-Up Agreement) will receive their relevant number of applicable New Shares and Warrants Additional Shares (to the extent applicable) as of the Effective Restructuring Date, provided that the following instructions are complied with.

In order to receive its relevant number of New Shares under the Backstopped Share Capital Increase and Warrants Additional Shares, each Committed Creditor must:

- (i) provide its securities account information in Euroclear France, Euroclear or Clearstream to the Information Agent;
- (ii) fulfill certain KYC requirements to the satisfaction of the Information Agent as described in Schedule 2;
- (iii) return a duly completed form attached hereto as Schedule 2 to the Information Agent via email or online by the Participation Deadline; and
- (iv) return a duly completed form attached hereto as Schedule 5 to the Information Agent via email or online by the Participation Deadline, by which time the relevant Committed Creditor will in addition confer any and all powers to Kroll Issuer Services Limited in order to execute the subscription forms in relation to the subscription of the relevant New Shares, as applicable, as determined by the Company pursuant to and in accordance with the Accelerated Safeguard Plan.

Any Committed Creditor intending to appoint a Nominated Recipient for Equity to receive all of its relevant number of New Shares under the Backstopped Share Capital Increase and the Warrants Additional Shares (to the extent applicable) in order to, *inter alia*, avoid any conflict of interest which could result from being both a creditor and a shareholder of the Company, shall take appropriate actions in order to proceed with such designation on or prior the Participation Deadline (including, if relevant, assigning appropriate rights and obligations to that effect) and shall provide relevant details on such Nominated Recipient for Equity by completing the relevant section of Schedule 2 hereto to the Information Agent via email or online by the Participation Deadline.

By submitting the above-mentioned documents, the Committed Creditor is deemed to:

- (i) confirm that, in each case to the extent applicable to such Committed Creditor, it irrevocably subscribes to its relevant number of applicable New Shares due to it, in each case as determined by the Company pursuant to and in accordance with the Accelerated Safeguard Plan;
- (ii) represent and warrant that, as of the Effective Restructuring Date such Committed Creditor and, as the case may be, any Nominated Recipient for

Equity designated by such Committed Creditor to receive the applicable New Shares and Warrants Additional Shares (where applicable) complies with the Securities Law Representations, Warranties and Undertakings provided for in Schedule 6 of this Notice;

- (iii) represent and warrant, as of the date hereof, that such Committed Creditor and, as the case may be, any Nominated Recipient for Equity designated by such Committed Creditor to receive the applicable New Shares and (if applicable) Warrants Additional Shares shall not be an entity domiciled or established in a NCJ and that any amounts or sums deriving from the New Shares and Warrants Additional Shares (as applicable and following the exercise of said warrants) to be allocated to such entities shall not be paid on an account opened in the name of or for the benefit of that entity in a financial institution established in a NCJ;
- (iv) to the extent applicable to such Committed Creditor (or Nominated Recipient for Equity), and unless otherwise indicated in Schedule 2, if such Committed Creditor is entitled to receive Warrants Additional Shares under the Accelerated Safeguard Plan, (A) represent and warrant, as of the date hereof, that such Committed Creditor and, as the case may be, any Nominated Recipient for Equity designated by such Committed Creditor to receive the Warrants Additional Shares is either (x) French tax resident, (y) eligible to the exemption of withholding tax provided under Article 119, *bis* 2 of the French tax code on certain payments made to UCITS or AIF established in the European Economic Area or (z) tax resident of a jurisdiction having signed with France a double tax treaty, is entitled and fulfils the conditions to benefit from such double tax treaty, and (B) endeavor to cooperate with the Company in completing any procedural formalities reasonably necessary for the Company to avoid French withholding tax on the issuance of the Warrants Additional Shares, including, but not limited to, the provision of a document attesting (x), (y) or (z), and in particular, a tax residency certificate¹.

Any Committed Creditor entitled to receive New Shares and, as the case may be, Warrants Additional Shares under the Accelerated Safeguard Plan and that cannot provide such confirmations and/or warranties and/or representations must notify the Company (through the Information Agent) as soon as possible.

3 Members of the Backstop Group

Members of the Backstop Group will receive their relevant number of Backstop Shares, Exchanged Shares, Warrants Additional Shares, Warrants #1 and Warrants #2 (to the extent applicable and depending, as the case may be, on whether they are members of the Initial Backstop Group or members of the Additional Backstop Group) as of the Effective Restructuring Date, provided that the following instructions are complied with.

In order to receive its relevant number of Backstop Shares, Exchanged Shares, Warrants Additional Shares, Warrants #1 and Warrants #2 as applicable, each member of the Backstop Group must:

- (i) provide its securities account information in Euroclear France, Euroclear or Clearstream to the Information Agent;
- (ii) fulfill certain KYC requirements to the satisfaction of the Information Agent as described in Schedule 3;

¹ Limb (y) shall be supported by BOI-FORM-000086 or any similar document. Limb (z) shall be supported by Cerfa 12816*04 (5000-SD) dated less than 12 months before submission to the Information Agent or the Company with duly completed sections II, III and IV and, as the case may be, VI and VII or a tax residency certificate.

- (iii) return a duly completed form attached hereto as Schedule 3 to the Information Agent via email or online by the Participation Deadline; and
- (iv) return a duly completed form attached hereto as Schedule 5 to the Information Agent via email or online by the Participation Deadline, by which time the relevant member of the Backstop Group will in addition confer any and all powers to Kroll Issuer Services Limited in order to execute the subscription forms in relation to the subscription of the Backstop Shares, as applicable, as determined by the Company pursuant to and in accordance with the Accelerated Safeguard Plan.

Any member of the Backstop Group intending to appoint one or several Nominated Recipient(s) for Equity to receive its relevant number of Backstop Shares, Exchanged Shares, Warrants Additional Shares, Warrants #1 and Warrants #2 (as applicable) in order to, *inter alia*, avoid any conflict of interest which could result from being both a creditor and a shareholder of the Company, shall take appropriate actions in order to proceed with such designation on or prior the Participation Deadline (including, if relevant, assigning appropriate rights and obligations to that effect) and shall provide relevant details on such Nominated Recipient for Equity by completing the relevant section of Schedule 3 hereto to the Information Agent via email or online by the Participation Deadline.

Any member of the Backstop Group who has entered into a sub-participation arrangement (or similar arrangement) in respect of the TLB Loan and/or the RCF Loan with a Converting Secured Creditor hereby irrevocably (a) agrees that the relevant portion of the Reinstated TL delivered to such Converting Secured Creditor (or its Nominated Recipient for Reinstated TL) will be immediately transferred to the relevant member of the Backstop Group in order for such member of the Backstop Group to receive its Exchanged Shares and (b) instructs the Information Agent to take any action as may be required to effect such transfer.

By submitting the above-mentioned documents, the member of the Backstop Group is deemed to:

- (i) confirm that, in each case to the extent applicable to such member of the Backstop Group, it irrevocably subscribes to its relevant number of applicable Backstop Shares due to it and irrevocably acquires its relevant Exchanged Shares, in each case as determined by the Company pursuant to and in accordance with the Accelerated Safeguard Plan;
- (ii) represent and warrant that, as of the Effective Restructuring Date such member of the Backstop Group and, as the case may be, any Nominated Recipient for Equity designated by such member of the Backstop Group to receive the applicable Backstop Shares, Exchanged Shares, Warrants Additional Shares, Warrants #1 and Warrants #2 complies with the Securities Law Representations, Warranties and Undertakings provided for in Schedule 6 of this Notice;
- (iii) represent and warrant, as of the date hereof, that such member of the Backstop Group and, as the case may be, any Nominated Recipient for Equity designated by it to receive the Backstop Shares, Exchanged Shares, Warrants Additional Shares, Warrants #1 and Warrants #2 (as applicable) shall not be an entity domiciled or established in a NCJ and that any amounts or sums deriving from the Backstop Shares, Exchanged Shares, Warrants Additional Shares, Warrants #1 and Warrants #2 (as applicable and in each case following the exercise of said warrants) to be allocated to such entities shall not be received on an account opened in the name of or for the benefit of that entity in a financial institution established in a NCJ; and
- (iv) to the extent applicable to such member of the Backstop Group or Nominated

Recipient for Equity, and unless otherwise indicated in Schedule 3, (A) represent and warrant, as of the date hereof, that such member of the Backstop Group and, as the case may be, any Nominated Recipient for Equity designated by it to receive the Backstop Shares, Exchanged Shares, Warrants Additional Shares, Warrants #1 and Warrants #2 (as applicable) is either (x) French tax resident, (y) eligible to the exemption of withholding tax provided under Article 119, *bis* 2 of the French tax code on certain payments made to UCITS or AIF established in the European Economic Area or (z) tax resident of a jurisdiction having signed with France a double tax treaty, is entitled and fulfils the conditions to benefit from such double tax treaty, and (B) endeavor to cooperate with the Company in completing any procedural formalities reasonably necessary for the Company to avoid French withholding tax on the issuance of the Warrants Additional Shares, Warrants #1 and Warrants #2 (as applicable), including, but not limited to, the provision of a document attesting (x), (y) or (z), and in particular, a tax residency certificate².

Any member of the Backstop Group who is entitled to receive Backstop Shares, Exchanged Shares, Warrants Additional Shares, Warrants #1 and Warrants #2 (as applicable) under the Accelerated Safeguard Plan, and that cannot provide such confirmations and/or warranties and/or representations must notify the Company (through the Information Agent) as soon as possible.

4 Unsecured Creditors and Perpetual Creditors holding Unsecured Claims and/or Perpetual Claims through Euroclear or Clearstream

For Unsecured Claims and Perpetual Claims (as applicable) held through Euroclear or Clearstream, all Unsecured Creditors and Perpetual Creditors should comply with the requirements of Euroclear or Clearstream, as applicable, and deliver Electronic Instructions by the Participation Deadline to receive their relevant number of New Shares, Warrants #3, and the Support Fee (in each case, where applicable) due to them as of the Effective Restructuring Date delivered or paid in the same Euroclear or Clearstream account where their Unsecured Claims and Perpetual Claims are currently held.

By submitting, or arranging for the submission of Electronic Instructions in respect of the Unsecured Claims and Perpetual Claims the holder of these Unsecured Claims and Perpetual Claims hereby authorizes Euroclear or Clearstream, as applicable:

(i) to block such Unsecured Claims and Perpetual Claims and maintain such Unsecured Claims and Perpetual Claims blocked from the date of the relevant Electronic Instruction (inclusive) until the Effective Restructuring Date (inclusive), (ii) to process the relevant debit of the applicable Unsecured Claims and Perpetual Claims on the Effective Restructuring Date, (iii) to credit the New Shares and the Warrants #3, (as applicable) on the Effective Restructuring Date and (iv) to credit the Support Fee (where applicable) on the Effective Restructuring Date, as described in such instructions, in accordance with the Accelerated Safeguard Plan.

In addition, by submitting, or arranging for the submission of Electronic Instructions in respect of the Unsecured Claims and Perpetual Claims the holder of such Unsecured Claims and Perpetual Claims expressly confirms that it subscribes, in each case to the extent applicable to such holder, for the New Shares and the Warrants #3 (as applicable), as determined by the Company pursuant to and in accordance with the Accelerated Safeguard Plan and that either:

- (a) the holder holds such Unsecured Claims and Perpetual Claims through a Qualified Intermediary and hereby expressly authorizes such Qualified Intermediary to process such holder's subscription for the relevant New Shares and Warrants #3, as applicable, and acknowledges that its subscription will not be documented by a subscription form

² Limb (y) shall be supported by BOI-FORM-000086 or any similar document. Limb (z) shall be supported by Cerfa 12816*04 (5000-SD) dated less than 12 months before submission to the Information Agent or the Company with duly completed sections II, III and IV and, as the case may be, VI and VII or a tax residency certificate.

in accordance with article L. 225-143 of the French Commercial Code ; or

- (b) the holder does not hold such Unsecured Claims and Perpetual Claims through a Qualified Intermediary and hereby confers any and all powers to the Information Agent in order to execute the subscription form(s) relating to its subscription for the relevant New Shares and Warrants #3, by returning to the Information Agent a power of attorney in the form attached hereto as Schedule 5 by no later than the Participation Deadline.

Each Unsecured Creditor and Perpetual Creditor will receive all New Shares and Warrants #3 (as applicable) to be issued to it and the Support Fee (if any) to be paid to it as part of the Financial Restructuring in its own Euroclear or Clearstream account where its Unsecured Claims are held at the time of its Electronic Instruction.

However, in accordance with the Accelerated Safeguard Plan and in order to avoid any conflict of interest which could result from being both a creditor of the Company or its subsidiaries and a shareholder of the Company, any Unsecured Creditor and Perpetual Creditor may specify the name and the address of a Nominated Recipient for Equity in its Electronic Instruction, to which all the relevant number of New Shares and Warrants #3 are to be delivered, and shall take appropriate actions in order to proceed with such designation (including , if relevant, assigning appropriate rights and obligations to that effect).

By submitting a valid Electronic Instruction to Euroclear or Clearstream by the relevant Participation Deadline, each Unsecured Creditor and Perpetual Creditor is deemed to:

- (i) represent and warrant that, as of the Effective Restructuring Date, such Unsecured Creditor, Perpetual Creditor and the Nominated Recipient for Equity (if any) designated by such Unsecured Creditor and Perpetual Creditor to receive the New Shares and the Warrants #3 complies with the Securities Law Representations, Warranties and Undertakings provided for in Schedule 6 of the Notice;
- (ii) represent and warrants, as of the date hereof, that it and such Nominated Recipient for Equity (if any) designated by such Unsecured Creditor and Perpetual Creditor to receive the New Shares and the Warrants #3 shall not be an entity domiciled or established in a NCJ and that any amounts to be paid (including the Support Fee) as well as sums deriving from the New Shares and the Warrants #3 (following the exercise of said warrants) to be allocated to such entities shall not be paid on an account opened in the name of or for the benefit of that entity in a financial institution established in a NCJ; and
- (iii) to the extent applicable to such Unsecured Creditor or Perpetual Creditor, and unless otherwise indicated in Schedule 7, if the Unsecured Creditor or Perpetual Creditor is entitled to receive a Support Fee under the Accelerated Safeguard Plan, (A) represent and warrant, as of the date hereof, that such Unsecured Creditor and Perpetual Creditor is either (x) French tax resident or (y) eligible to the exemption of withholding tax provided under Article 119, bis 2 of the French tax code on certain payments made to UCITS or AIF established in the European Economic Area or (z) tax resident of a jurisdiction having signed with France a double tax treaty, is entitled and fulfils the conditions to benefit from such double tax treaty, and (B) endeavor to cooperate with the Company in completing any procedural formalities reasonably necessary for the Company to avoid French withholding tax on such amounts and items, including, but not limited to, the provision of a document attesting (x), (y) or (z), and in particular, a tax residency certificate³.

Each Unsecured Creditor and Perpetual Creditor must complete the tax form available at

³ Limb (y) shall be supported by BOI-FORM-000086 or any similar document. Limb (z) shall be supported by Cerfa 12816*04 (5000-SD) dated less than 12 months before submission to the Information Agent or the Company with duly completed sections II, III and IV and, as the case may be, VI and VII or a tax residency certificate.

Schedule 7 so that the Company may determine whether or not to apply withholding tax on the payment of the Support Fee (as applicable).

Any Unsecured Creditor and Perpetual Creditor entitled to receive New Shares and Warrants #3 (where applicable) and Support Fee (where applicable) under the Accelerated Safeguard Plan and that cannot provide such confirmations and/or warranties and/or representations must notify the Company (through the Information Agent) as soon as possible.

5 Unsecured Creditors and Perpetual Creditors holding Unsecured Claims and/or Perpetual Claims through Euroclear France outside Euroclear or Clearstream

For Unsecured Claims and Perpetual Claims held through Euroclear France outside Euroclear or Clearstream, Euroclear France will distribute the information related to the Support Fee (where applicable) and the crediting of the New Shares and the Warrants #3 (where applicable) to Euroclear France Direct Participants, who will then send, directly or through other participants of Euroclear France (including indirect participants), such information to the relevant Unsecured Creditors and Perpetual Creditors.

Each holder of Unsecured Claims and Perpetual Claims held through Euroclear France outside Euroclear or Clearstream must provide (if the holder is a Euroclear France Direct Participant) or request a Euroclear France Direct Participant to provide on or prior to the Participation Deadline, in the form attached hereto as Schedule 4, the Euroclear France Direct Participant's: (i) Euroclear France account information to which the New Shares and the Warrants #3 (where applicable) are to be credited, and (ii) evidence of the aggregate amount, in principal or units (as applicable), of the applicable Unsecured Claims and Perpetual Claims blocked by a Euroclear France Direct Participant on or before the Reference Date, in the form of a book entry certificate from the Euroclear France Direct Participant. Each Euroclear France Direct Participant acting on behalf of several Unsecured Creditors and Perpetual Creditors must also provide, in the form of a spreadsheet attached to the submitted form, a list of the amounts in principal amount or units of Unsecured Claims and Perpetual Claims, the names, legal form, addresses, the country of tax residence, email addresses and telephone numbers of the Unsecured Creditors and Perpetual Creditors, the name of the asset or investment manager (if any), and the name and legal form of the Nominated Recipients for Equity as applicable.

Each holder of Unsecured Claims and Perpetual Claims held through Euroclear France considering appointing before the Participation Deadline, in order to avoid any conflict of interest which could result from being both a creditor of the Company or its subsidiaries and a securityholder of the Company, a Nominated Recipient for Equity to receive all of its relevant number of the New Share and the Warrants #3 (where applicable) shall take appropriate actions in order to proceed with such designation on or prior the Participation Deadline and shall provide relevant details on such Nominated Recipient for Equity. The Support Fee (if any) will be paid to the Euroclear France Direct Participant where the Unsecured Claims and Perpetual Claims are held (for further credit to the Unsecured Creditor and Perpetual Creditor).

In addition, by providing (if the holder is a Euroclear France Direct Participant), or requesting a Euroclear France Direct Participant to provide, the foregoing information, each holder of Unsecured Claims or Perpetual Claims held through Euroclear France expressly confirms that it and, as the case may be, its Nominated Recipient for Equity, will subscribe for the New Shares and the Warrants #3 and that either:

- (a) the Unsecured Creditor and Perpetual Creditor holds such Unsecured Claims and Perpetual Claims through a Qualified Intermediary and hereby expressly authorizes such Qualified Intermediary to process such Unsecured Creditor and Perpetual Creditor's subscription for the relevant New Shares and Warrants #3 (where applicable) and acknowledges that its subscription will not be documented by a subscription form in accordance with article L. 225-143 of the French Commercial Code; or

- (b) the Unsecured Creditor and Perpetual Creditor does not hold such Unsecured Claims and Perpetual Claims through a Qualified Intermediary and hereby confers any and all powers to the Information Agent in order to execute the subscription form(s) relating to its subscription for the relevant New Shares and Warrants #3 (where applicable) by returning to the Information Agent the power of attorney in the form attached hereto as Schedule 5 by no later than the relevant Participation Deadline.

By providing (if the holder is a Euroclear France Direct Participant), or requesting a Euroclear France Direct Participant to provide, the foregoing information, each Unsecured Creditor and Perpetual Creditor is deemed to:

- (i) represent and warrant that, as of the Effective Restructuring Date, such Unsecured Creditor and Perpetual Creditor and any Nominated Recipient for Equity designated by such Unsecured Creditor and Perpetual Creditor, complies with the Securities Law Representations, Warranties and Undertakings provided for in Schedule 6 of the Notice;
- (ii) represent and warrant, as of the date hereof, that it and any Nominated Recipient for Equity designated by such Unsecured Creditor and Perpetual Creditor to receive the New Shares, the Support Fee and the Warrants #3 (where applicable) shall not be an entity incorporated, domiciled or established in a NCJ and that any amounts to be paid (including the Support Fee) as well as sums deriving from the New Shares and Warrants #3 (where applicable and following the exercise of said warrants) to be allocated to such entities, in each case pursuant to and in accordance with the Accelerated Safeguard Plan, shall not be received on an account opened in the name of or for the benefit of that entity in a financial institution established in a NCJ; and
- (iii) to the extent applicable to such Unsecured Creditor or Perpetual Creditor, and unless otherwise indicated in Schedule 7, if the Unsecured Creditor or Perpetual Creditor is entitled to receive a Support Fee under the Accelerated Safeguard Plan, (A) represent and warrant, as of the date hereof, that such Unsecured Creditor and Perpetual Creditor is either (x) French tax resident or (y) eligible to the exemption of withholding tax provided under Article 119, bis 2 of the French tax code on certain payments made to UCITS or AIF established in the European Economic Area or (z) tax resident of a jurisdiction having signed with France a double tax treaty, is entitled and fulfils the conditions to benefit from such double tax treaty, and (B) endeavor to cooperate with the Company in completing any procedural formalities necessary for the Company to avoid French withholding tax on such amounts, including, but not limited to, the provision of a document attesting (x), (y) or z, and in particular, a tax residency certificate⁴.

Each Unsecured Creditor and Perpetual Creditor must complete the tax form available at Schedule 7 so that the company may determine whether or not to apply withholding tax on the issuance of the payment of the Support Fee (as applicable).

Any Unsecured Creditor and Perpetual Creditor entitled to receive a Support Fee (where applicable) under the Accelerated Safeguard Plan and that cannot provide such confirmations and/or warranties and/or representations must notify the Company (through the Information Agent) as soon as possible.

6 Quatrim Creditors holding HY Quatrim Bonds through Euroclear or Clearstream

For Quatrim Creditor Claims held through Euroclear or Clearstream, all Quatrim Creditors should comply with the requirements of Euroclear or Clearstream, as applicable, and deliver Electronic

⁴ Limb (y) shall be supported by BOI-FORM-000086 or any similar document. Limb (z) shall be supported by Cerfa 12816*04 (5000-SD) dated less than 12 months before submission to the Information Agent or the Company with duly completed sections II, III and IV and, as the case may be, VI and VII, or a tax residency certificate.

Instructions by the Participation Deadline to receive their *pro rata* share of Reinstated Quatrim Bonds and Quatrim Accrued Interest and Quatrim Redemption Amount due to them as of the Effective Restructuring Date delivered or paid in the same Euroclear or Clearstream account where their Quatrim Creditor Claims are currently held.

By submitting, or arranging for the submission of Electronic Instructions in respect of the Quatrim Creditor Claims, the holder of these Quatrim Creditor Claims hereby authorizes Euroclear or Clearstream, as applicable, to:

- (i) block such Quatrim Creditor Claims and maintain such Quatrim Creditor Claims blocked from the date of the relevant Electronic Instruction (inclusive) until the Effective Restructuring Date (inclusive);
- (ii) process the relevant debit of the applicable Quatrim Creditor Claims on the Effective Restructuring Date;
- (iii) credit the Reinstated Quatrim Bonds and the Quatrim Accrued Interest and the Quatrim Redemption Amount on the Effective Restructuring Date; and

in each case as described in such instructions, in accordance with the Accelerated Safeguard Plan and the Quatrim Accelerated Safeguard Plan.

Each Quatrim Creditor accepts to receive Reinstated Quatrim Bonds, Quatrim Accrued Interest and Quatrim Redemption Amount to be issued and/or paid to it as part of the Financial Restructuring in its own Euroclear or Clearstream account where its Quatrim Creditor Claims are held at the time of its Electronic Instruction.

By submitting a valid Electronic Instruction to Euroclear or Clearstream by the relevant Participation Deadline, each Quatrim Creditor is deemed to:

- (i) represent and warrant, that, as of the Effective Restructuring Date, it complies with the Securities Law Representations, Warranties and Undertakings provided for in Schedule 6 of the Notice; and
- (ii) represent and warrant, as of the date hereof, that, it is not an entity incorporated, domiciled or established in a non-cooperative jurisdiction within the meaning of article 238 0 A of the French tax code (*Code Général des Impôts*) (“NCJ”) and that any amounts to be paid (including the Quatrim Accrued Interest and the Quatrim Redemption Amount) as well as any sums deriving from the Reinstated Quatrim Bonds to be allocated to such entities, shall not be paid on an account opened in the name of or for the benefit of that entity in a financial institution established in a NCJ.

Any Quatrim Creditor entitled to receive Reinstated Quatrim Bonds, Quatrim Accrued Interest and Quatrim Redemption Amount (as applicable) under the Accelerated Safeguard Plan and the Quatrim Accelerated Safeguard Plan and that cannot provide such representations and/or warranties must notify the Company (through the Information Agent) as soon as possible.

7 Late Claims

If any Converting Secured Creditor, member of the Backstop Group, Unsecured Creditor, Perpetual Creditor or Quatrim Creditor fails to provide the applicable requested information (including, where applicable, a power of attorney in the form attached as Schedule 5 to the Information Agent by the Participation Deadline or is otherwise not eligible under applicable laws and regulations to receive the entitlement allocable to it under the Accelerated Safeguard Plan or the Quatrim Accelerated Safeguard Plan, such Converting Secured Creditor, member of the Backstop Group, Unsecured Creditor, Perpetual Creditor or Quatrim Creditor’s entitlements will be paid and/or issued on the Effective Restructuring Date and delivered to the CEP, who maintains an account opened with the *Caisse des Dépôts et Consignations*. The voting rights attached to the securities

issued on the Effective Restructuring Date shall not be exercised by the CEP.

The Information Agent will coordinate with the CEP with respect to such entitlements delivered to the CEP (as instructed by the latter), as applicable, and any request in relation to Late Claims should be directed to the Information Agent (or the CEP, as the case may be) as soon as practicable after the relevant Participation Deadline. Upon receipt of any claims by the Information Agent, the Information Agent will liaise with the CEP to deliver as soon as practicable or cause to be delivered the relevant entitlements to the relevant creditor in accordance with the Accelerated Safeguard Plan and the Quatrim Accelerated Safeguard Plan.

* * *

All Euroclear/Clearstream Direct Participants will be deemed to have agreed that Euroclear and Clearstream disclose to the Information Agent their non-instructed positions relative to the Unsecured Claims, the Perpetual Claims and/or the HY Quatrim Bonds as of the Reference Date.

Any questions in relation to this notice or procedures in connection with the Financial Restructuring generally may be directed to the Information Agent:

KROLL ISSUER SERVICES LIMITED

The Shard
32 London Bridge Street
London SE1 9SG

Website: <https://deals.is.kroll.com/casino>

Email: casino@is.kroll.com

For information by telephone: +44 (0) 20 7704 0880

Attention: Thomas Choquet / Victor Parzyjagla

Schedule 1 – Securities Crediting Form for Use by Converting Secured Creditors

(TO BE COMPLETED BY EACH CONVERTING SECURED CREDITOR LISTED ON THE RECORDS OF THE RELEVANT RCF AND TLB FACILITY AGENT AS AT THE REFERENCE DATE)

To: The Information Agent
Kroll Issuer Services Limited Email: casino@is.kroll.com
Attention: Victor Parzyjagla / Thomas Choquet

CASINO, GUICHARD-PERRACHON – SECURITIES CREDITING FORM FOR CONVERTING SECURED CREDITORS

Dear Sirs,

We refer to the Securities Crediting and Payment Notice dated 27 February 2024 (the “**Securities Crediting and Payment Notice**”). Terms used but not otherwise defined in this Securities Crediting and Payment Information Form shall have the meaning given to them in the Securities Crediting and Payment Notice.

This Securities Crediting and Payment Information Form is provided in connection with the issuances, as described in the Securities Crediting and Payment Notice, implemented pursuant to the Accelerated Safeguard Plan of the Company.

1. Information regarding the Converting Secured Creditor

Corporate name:	
Legal form:	
Asset or Investment Manager name (if any)	
Domicile	
Tax residency	
Address:	
Postal code:	
City/country:	
Contact Person:	
Phone number:	
E-mail address:	

2. Total principal amount of Secured Claims held by the Converting Secured Creditor as of the Reference Date

We are a Converting Secured Creditor under (check all applicable and provide the relevant total principal amount of Secured Claims held thereunder as of the Reference Date⁵):

<input type="checkbox"/> [Check if relevant]	Term Loan B loan agreement dated 1 April 2021 (as amended) for an amount of	<input type="checkbox"/> [Check if relevant]	Personal guarantee (caution) under French law granted to the lenders in respect of the RCF loan agreement dated 18
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⁵ Please note for the avoidance of doubt that you should not increase/reduce the amount of Secured Claims you hold in relation to trades that would not be settled by the Reference Date.

	€1,425,000,000, identified under Market reference LX193772		November 2019, amended by various amendments and drawn by Casino Finance for €2,051,420,169
Total principal amount of Secured Claims held thereunder by the Converting Secured Creditor as of the Reference Date	_____	Total principal amount of Secured Claims held thereunder by the Converting Secured Creditor as of the Reference Date on the RCF 1	_____
		Total principal amount of Secured Claims held thereunder by the Converting Secured Creditor as of the Reference Date on the RCF 2	_____

We authorize the Information Agent to verify our holdings under the Secured Claims against the records of the relevant Secured Claims Agent.

3. Appointment of Nominated Recipient for Equity

Does the Converting Secured Creditor wish to appoint one Nominated Recipient for Equity who is an Affiliate of the Converting Secured Creditor to receive all of the Converting Shares?

- ☐ **Yes**
☐ **No**

If you wish to appoint a Nominated Recipient for Equity, please provide the following details regarding the Nominated Recipient for Equity:

Corporate name:	
Legal form:	
Domicile	
Tax residency	
Address:	
Postal code:	
City/country:	

And, if different from that of the Converting Secured Creditor:

Contact Person:	
Phone number:	

E-mail address:	
-----------------	--

The Converting Secured Creditor hereby represents and warrants that its Nominated Recipient for Equity is an Affiliate of the Converting Secured Creditor and that the Nominated Recipient for Equity has an account with the Euroclear, Clearstream or Euroclear France Direct Participant listed in point 4 below.

4. Securities accounts information

The Converting Secured Creditor and its Nominated Recipient for Equity to receive the Converting Shares (if any) hereby provides the following securities crediting information:

☐ **Euroclear France:** the Converting Secured Creditor and the Nominated Recipient for Equity (if any), as applicable, has a securities account in Euroclear France:

Euroclear France Direct Participant BIC Code:	
Securities Account Name:	
Securities Account Number:	
CIF / NIF / BIC Code:	
Own account or 3rd party account:	
Contact name of Euroclear France account holder:	
Contact number of Euroclear France account holder:	
Contact email of Euroclear France account holder:	

☐ **Or, Euroclear Bank or Clearstream Luxembourg:** the Converting Secured Creditor and the Nominated Recipient for Equity (if any), as applicable, has a securities account in Euroclear Bank OR Clearstream Luxembourg (fill in only one, as applicable):

Clearing system	Euroclear Bank	Clearstream
Account name of account holder:		
Account number of the account holder (5 digits format)		
Contact name of account holder:		
Contact email of account holder:		

5. Appointment of Nominated Recipient(s) for Reinstated TL under the TL Reinstallation or the Equity Conversion Backstop

Does the Converting Secured Creditor wish to appoint Nominated Recipient(s) for Reinstated TL under the TL Reinstallation or the Equity Conversion Backstop to receive Reinstated TL?

- ☐ **Yes**
☐ **No**

If more than one Nominated Recipient for Reinstated TL is appointed please fill the table below:

Name of the Nominated Recipient for Reinstated TL	Percentage of the Reinstated TL
---	---------------------------------

	allocated

If you wish to appoint Nominated Recipient(s) for Reinstated TL under the TL Reinstallation or the Equity Conversion Backstop, please provide the following details regarding the Nominated Recipient(s) for Reinstated TL:

Corporate name:	
Legal form:	
Domicile	
Tax residency	
Address:	
Postal code:	
City/country:	

And, if different from that of the Converting Secured Creditor:

Contact Person:	
Phone number:	
E-mail address:	

As a reminder, any Converting Secured Creditor who has entered into a sub-participation arrangement (or similar arrangement) in respect of the TLB Loan and/or the RCF Loan with a member of the Backstop Group hereby irrevocably (a) agrees that the relevant portion of the Reinstated TL delivered to such Converting Secured Creditor (or its Nominated Recipient for Reinstated TL) will be immediately transferred to the relevant member of the Backstop Group in order for such member of the Backstop Group to receive its Exchanged Shares and (b) instructs the Information Agent to take any action as may be required to effect such transfer.

6. Power of Attorney

Each Converting Secured Creditor (on its behalf and on behalf of the Nominated Recipient for Equity (if any)) hereby irrevocably gives power to Kroll Issuer Services Limited (with the right to sub-delegate) to execute on its behalf the Reinstated TL Facility Agreement and the New Intercreditor Agreement and all ancillary documents to be executed in relation thereto on the Effective Restructuring Date.

7. Representations and Warranties

Each of the Converting Secured Creditor (on its behalf and on behalf of the Nominated Recipient for Equity (if any)) hereby gives and complies with each of the Securities Law Representations, Warranties and Undertakings provided for in Schedule 6 of the Securities Crediting and Payment Notice.

This Securities Crediting and Payment Information Form and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with French law.

In _____ as *[insert place of execution]*
Date _____ *[insert date of execution]*

Converting Secured Creditor Signature Block

Executed by: _____
Name: *[insert name of individual signatory or of entity acting as investment / adviser manager]*
Title: *[insert title or capacity of individual signatory or of entity acting as investment / adviser manager]*
Itself represented by: *[insert name of individual signatory of entity acting as investment / adviser manager]*
Its: *[insert title or capacity of individual signatory of entity acting as investment / adviser manager]*

Nominated Recipient for Equity Signature Block

Executed by: _____
Name: *[insert name of individual signatory or of entity acting as investment / adviser manager]*
Title: *[insert title or capacity of individual signatory or of entity acting as investment / adviser manager]*
Itself represented by: *[insert name of individual signatory of entity acting as investment / adviser manager]*
Its: *[insert title or capacity of individual signatory of entity acting as investment / adviser manager]*

Nominated Recipient for Reinstated TL under the TL Reinstallation

Executed by: _____
Name: *[insert name of individual signatory or of entity acting as investment / adviser manager]*
Title: *[insert title or capacity of individual signatory or of entity acting as investment / adviser manager]*
Itself represented by: *[insert name of individual signatory of entity acting as investment / adviser manager]*
Its: *[insert title or capacity of individual signatory of entity acting as investment / adviser manager]*

Schedule 2 – Securities Crediting and Payment Information Form for use by Committed Creditors

**(TO BE COMPLETED BY EACH COMMITTED CREDITOR LISTED, OR
SUBPARTICIPANTS OF LISTED CREDITORS ON THE RECORDS OF THE
RELEVANT RCF AND TLB FACILITY AGENT AS AT THE REFERENCE DATE)**

To: The Information Agent
Kroll Issuer Services Limited Email: casino@is.kroll.com
Attention: Victor Parzyjagla / Thomas Choquet

**CASINO, GUICHARD-PERRACHON – SECURITIES CREDITING FORM FOR
COMMITTED CREDITORS**

Dear Sirs,

We refer to the Securities Crediting and Payment Notice dated 27 February 2024 (the “**Securities Crediting and Payment Notice**”). Terms used but not otherwise defined in this Securities Crediting and Payment Information Form shall have the meaning given to them in the Securities Crediting and Payment Notice.

This Securities Crediting and Payment Information Form is provided in connection with the issuances, as described in the Securities Crediting and Payment Notice, implemented pursuant to the Accelerated Safeguard Plan of the Company.

1. Information regarding the Committed Creditor

Corporate name:	
Legal form:	
Asset or Investment Manager name (if any)	
Domicile	
Tax residency	
Address:	
Postal code:	
City/country:	
Contact Person:	
Phone number:	
E-mail address:	

2. Appointment of Nominated Recipient for Equity

Does the Committed Creditor wish to appoint one Nominated Recipient for Equity who is an Affiliate of the Committed Creditor to receive all of the New Shares under the Backstopped Share Capital Increase and the Warrants Additional Shares (to the extent applicable)?

- ☐ **Yes**
☐ **No**

If the answer to the above is “No” and if the Committed Creditor is entitled to receive Warrants Additional Shares, please indicate:

- Whether the Committed Creditor is a French tax resident:

- ☐ **Yes**
- ☐ **No**

- If not a French tax resident, whether the Committed Creditor is considered a tax opaque or transparent entity:

- ☐ **Tax opaque entity**
- ☐ **Tax transparent entity**

- If the Committed Creditor is not a French tax resident and is a tax transparent entity, whether it is eligible to the exemption of withholding tax provided under Article 119 *bis* 2 of the French Tax Code on certain payments made to UCITS or AIF established in the European Economic Area:

- ☐ **Yes** (please provide a tax form BOI-FORM-000086 or similar document dated less than 12 months ago)
- ☐ **No**⁶

- If the Committed Creditor is not a French tax resident and is a tax opaque entity, whether it is tax resident of a jurisdiction having signed with France a double tax treaty and is entitled and fulfils the conditions to benefit from such double tax treaty:

- ☐ **Yes** (please provide a tax form FORM-5000 with duly completed Sections II, III and IV and, as the case may be, VI and VII, or a tax residency certificate, in all cases dated less than 12 months ago)
- ☐ **No**

If you wish to appoint a Nominated Recipient for Equity, please provide the following details regarding the Nominated Recipient for Equity:

Corporate name:	
Legal form:	
Domicile	
Tax residency	
Address:	
Postal code:	
City/country:	

In addition, if the Nominated Recipient is entitled to receive Warrants Additional Shares, please indicate:

- Whether the Nominated Recipient for Equity is a French tax resident

- ☐ **Yes**
- ☐ **No**

⁶ To be selected if the analysis has not been performed.

- Whether the Nominated Recipient for Equity is tax resident of a jurisdiction having signed with France a double tax treaty and is entitled and fulfils the conditions to benefit from such double tax treaty:
 - ☐ **Yes** (please provide a tax form FORM-5000 with duly completed Sections II, III and IV and, as the case may be, VI and VII, or a tax residency certificate, dated less than 12 months ago).
 - ☐ **No**⁷
 - ☐ **No**, but the Nominated Recipient is eligible to the exemption of withholding tax provided under Article 119 *bis* 2 of the French Tax Code on certain payments made to UCITS or AIF established in the European Economic Area (please provide a tax form BOI-FORM-000086 or similar document dated less than 12 months ago).

And, if different from that of the Committed Creditor:

Contact Person:	
Phone number:	
E-mail address:	

The Committed Creditor hereby represents and warrants that its Nominated Recipient for Equity is an Affiliate of the Committed Creditor and that the Nominated Recipient for Equity has an account with the Euroclear, Clearstream or Euroclear France Direct Participant listed in point 3 below.

3. Securities accounts information

The Committed Creditor and its Nominated Recipient for Equity to receive the New Shares under the Backstopped Share Capital Increase and the Warrants Additional Shares (to the extent applicable) (if any) hereby provides the following securities crediting information:

- ☐ **Euroclear France:** the Committed Creditor and the Nominated Recipient for Equity (if any), as applicable, has a securities account in Euroclear France:

Euroclear France Direct Participant BIC Code:	
Securities Account Name:	
Securities Account Number:	
CIF / NIF / BIC Code:	
Own account or 3rd party account:	
Contact name of Euroclear France account holder:	
Contact number of Euroclear France account holder:	
Contact email of Euroclear France account holder:	

- ☐ **Or, Euroclear Bank or Clearstream Luxembourg:** the Committed Creditor and the Nominated Recipient for Equity (if any), as applicable, has a securities account in Euroclear Bank OR Clearstream Luxembourg (fill in only one, as applicable):

Clearing system	Euroclear Bank	Clearstream
Account name of account holder:		

⁷ To be selected if the analysis on the application of the exemption provided for by Article 119 bis 2 of the French tax code has not been performed.

Account number of the account holder (5 digits format)		
Contact name of account holder:		
Contact email of account holder:		

4. KYC Information

For Corporate Entities

Registered company number:

Registered full legal name (including “limited”, “plc”, “LLP”, “LLC”, etc.):

Names of directors, partners or principals:

Registered address:

Country of incorporation:

The names of individuals who control or own 25% or more of the shares or voting rights:

5. Representations and Warranties

Each of the Committed Creditor (on its behalf and on behalf of the Nominated Recipient for Equity (if any)) hereby gives and complies with each of the Securities Law Representations, Warranties and Undertakings provided for in Schedule 6 of the Securities Crediting and Payment Notice.

This Securities Crediting and Payment Information Form and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with French law.

In _____ as *[insert place of execution]*
Date _____ *[insert date of execution]*

Committed Creditor Signature Block

Executed by: _____
Name: *[insert name of individual signatory or of entity acting as investment / adviser manager]*
Title: *[insert title or capacity of individual signatory or of entity acting as investment / adviser manager]*
Itself represented by: *[insert name of individual signatory of entity acting as investment / adviser manager]*
Its: *[insert title or capacity of individual signatory of entity acting as investment / adviser manager]*

Nominated Recipient for Equity Signature Block

Executed by: _____
Name: *[insert name of individual signatory or of entity acting as investment / adviser manager]*
Title: *[insert title or capacity of individual signatory or of entity acting as investment / adviser manager]*
Itself represented by: *[insert name of individual signatory of entity acting as investment / adviser manager]*
Its: *[insert title or capacity of individual signatory of entity acting as investment / adviser manager]*

**Schedule 3 – Securities Crediting and Payment Information Form for use by members of the
Backstop Group**

(TO BE COMPLETED BY EACH MEMBER OF THE BACKSTOP GROUP)

To: The Information Agent
Kroll Issuer Services Limited Email: casino@is.kroll.com
Attention: Victor Parzyjagla / Thomas Choquet

**CASINO, GUICHARD-PERRACHON – SECURITIES CREDITING FORM FOR
MEMBERS OF THE BACKSTOP GROUP**

Dear Sirs,

We refer to the Securities Crediting and Payment Notice dated 27 February 2024 (the “**Securities Crediting and Payment Notice**”). Terms used but not otherwise defined in this Securities Crediting and Payment Information Form shall have the meaning given to them in the Securities Crediting and Payment Notice.

This Securities Crediting and Payment Information Form is provided in connection with the issuances, as described in the Securities Crediting and Payment Notice, implemented pursuant to the Accelerated Safeguard Plan of the Company.

1. Information regarding the member of the Backstop Group

Corporate name:	
Legal form:	
Asset or Investment Manager name (if any)	
Domicile	
Tax residency	
Address:	
Postal code:	
City/country:	
Contact Person:	
Phone number:	
E-mail address:	

2. Appointment of Nominated Recipient(s) for Equity

Does the member of the Backstop Group wish to appoint one or several Nominated Recipient(s) for Equity who is an Affiliate of the member of the Backstop Group to receive all of the Backstop Shares, Exchanged Shares, Warrants Additional Shares, Warrants #1 and Warrants #2 (to the extent applicable)?

- ☐ **Yes**
☐ **No**

If the answer to the above is “No”, please indicate:

- Whether the member of the Backstop Group is a French tax resident:

- ☐ **Yes**
☐ **No**

- If not a French tax resident, whether the member of the Backstop Group is considered a tax opaque or transparent entity:

- ☐ **Tax opaque entity**
☐ **Tax transparent entity**

- If the member of the Backstop Group is not a French tax resident and is a tax transparent entity, whether it is eligible to the exemption of withholding tax provided under Article 119 *bis* 2 of the French Tax Code on certain payments made to UCITS or AIF established in the European Economic Area:

- ☐ **Yes** (please provide a tax form BOI-FORM-000086 or similar document dated less than 12 months ago)
☐ **No**⁸

- If the member of the Backstop Group is not a French tax resident and is a tax opaque entity, whether it is tax resident of a jurisdiction having signed with France a double tax treaty and is entitled and fulfils the conditions to benefit from such double tax treaty:

- ☐ **Yes** (please provide a tax form FORM-5000 with duly completed Sections II, III and IV and, as the case may be, VI and VII, or a tax residency certificate, in all cases dated less than 12 months ago)
☐ **No**

- If more than one Nominated Recipient for Equity, please fill the table below:

Name of the Nominated Recipient for Equity	Percentage of the Backstop Shares	Percentage of the Exchanged Shares	Percentage of Warrants #1	Percentage of Warrants #2	Percentage of Warrants Additional Shares

If you wish to appoint one or several Nominated Recipient(s) for Equity, please provide the following details regarding each Nominated Recipient for Equity:

Corporate name:	
Legal form:	
Domicile	
Tax residency	
Address:	
Postal code:	
City/country:	

In addition, please indicate for each Nominated Recipient for Equity:

- Whether the Nominated Recipient for Equity is a French tax resident

- ☐ **Yes**

⁸ To be selected if the analysis has not been performed.

☐ **No**

- Whether the Nominated Recipient for Equity is tax resident of a jurisdiction having signed with France a double tax treaty and is entitled and fulfils the conditions to benefit from such double tax treaty:
 - ☐ **Yes** (please provide a tax form FORM-5000 with duly completed Sections II, III and IV and, as the case may be, VI and VII, or a tax residency certificate, dated less than 12 months ago).
 - ☐ **No**⁹
 - ☐ **No**, but the Nominated Recipient is eligible to the exemption of withholding tax provided under Article 119 *bis* 2 of the French Tax Code on certain payments made to UCITS or AIF established in the European Economic Area (please provide a tax form BOI-FORM-000086 or similar document dated less than 12 months ago).

And, if different from that of the member of the Backstop Group:

Contact Person:	
Phone number:	
E-mail address:	

The member of the Backstop Group hereby represents and warrants that its Nominated Recipient for Equity is an Affiliate of the member of the Backstop Group and that the Nominated Recipient for Equity has an account with the Euroclear, Clearstream or Euroclear France Direct Participant listed in point 4 below.

3. Appointment of an Affiliate to receive Exchanged Shares under the Equity Conversion Backstop

Does the member of the Backstop Group wish to appoint one Affiliate to receive Exchanged Shares under the Equity Conversion Backstop?

- ☐ **Yes**
☐ **No**

If you wish to appoint an Affiliate to receive Exchanged Shares under the Equity Conversion Backstop, please provide the following details regarding the Affiliate:

Corporate name:	
Legal form:	
Domicile	
Tax residency	
Address:	
Postal code:	
City/country:	

And, if different from that of the member of the Backstop Group:

Contact Person:	
Phone number:	
E-mail address:	

⁹ To be selected if the analysis on the application of the exemption provided for by Article 119 bis 2 of the French tax code has not been performed.

The member of the Backstop Group hereby represents and warrants that its appointed Affiliate to receive Exchanged Shares under the Equity Conversion Backstop is an Affiliate of the member of the Backstop Group and that the appointed Affiliate to receive Exchanged Shares under the Equity Conversion Backstop has an account with the Euroclear, Clearstream or Euroclear France Direct Participant listed in point 4 below.

As a reminder, any member of the Backstop Group who has entered into a sub-participation arrangement (or similar arrangement) in respect of the TLB Loan and/or the RCF Loan with a Converting Secured Creditor hereby irrevocably (a) agrees that the relevant portion of the Reinstated TL delivered to such Converting Secured Creditor (or its Nominated Recipient for Reinstated TL) will be immediately transferred to the relevant member of the Backstop Group in order for such member of the Backstop Group to receive its Exchanged Shares and (b) instructs the Information Agent to take any action as may be required to effect such transfer.

4. Securities accounts information

(i) Backstop Shares, Warrants Additional Shares, Warrants #1 and Warrants #2

The member of the Backstop Group and its Nominated Recipient(s) for Equity to receive all of the Warrants Additional Shares, Warrants #1 and Warrants #2 (to the extent applicable) and the Backstop Shares under the Backstopped Share Capital Increase pursuant to their Backstop Commitment (but other than the New Shares to be received by them in their capacity as Committed Creditors) (if any) hereby provides the following securities crediting information:

☐ **Euroclear France:** the member of the Backstop Group and the Nominated Recipient(s) for Equity to receive all of the Warrants Additional Shares, Warrants #1 and Warrants #2 (to the extent applicable) and Backstop Shares under the Backstopped Share Capital Increase pursuant to their Backstop Commitment (but other than the New Shares to be received by them in their capacity as Committed Creditors) (if any), as applicable, have (has) a securities account in Euroclear France:

Euroclear France Direct Participant BIC Code:	
Securities Account Name:	
Securities Account Number:	
CIF / NIF / BIC Code:	
Own account or 3rd party account:	
Contact name of Euroclear France account holder:	
Contact number of Euroclear France account holder:	
Contact email of Euroclear France account holder:	

☐ **Or, Euroclear Bank or Clearstream Luxembourg:** the member of the Backstop Group and the Nominated Recipient(s) for Equity to receive all of the Warrants Additional Shares, Warrants #1 and Warrants #2 (to the extent applicable) and the Backstop Shares under the Backstopped Share Capital Increase pursuant to their Backstop Commitment (but other than the New Shares to be received by them in their capacity as Committed Creditors) (if any), as applicable, have (has) a securities account in Euroclear Bank OR Clearstream Luxembourg (fill in only one, as applicable):

Clearing system	Euroclear Bank	Clearstream
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Account name of account holder:		
Account number of the account holder (5 digits format)		
Contact name of account holder:		
Contact email of account holder:		

(ii) Exchanged Shares

The member of the Backstop Group and its appointed Affiliate to receive Exchanged Shares under the Equity Conversion Backstop (if any) hereby provides the following securities crediting information:

☐ **Euroclear France:** the member of the Backstop Group and the appointed Affiliate to receive Exchanged Shares under the Equity Conversion Backstop (if any), as applicable, has a securities account in Euroclear France:

Euroclear France Direct Participant BIC Code:	
Securities Account Name:	
Securities Account Number:	
CIF / NIF / BIC Code:	
Own account or 3rd party account:	
Contact name of Euroclear France account holder:	
Contact number of Euroclear France account holder:	
Contact email of Euroclear France account holder:	

☐ Or, **Euroclear Bank or Clearstream Luxembourg:** the member of the Backstop Group and the appointed Affiliate to receive Exchanged Shares under the Equity Conversion Backstop (if any), as applicable, has a securities account in Euroclear Bank OR Clearstream Luxembourg (fill in only one, as applicable):

Clearing system	Euroclear Bank	Clearstream
Account name of account holder:		
Account number of the account holder (5 digits format)		
Contact name of account holder:		
Contact email of account holder:		

5. KYC Information

For Corporate Entities

Registered company number:

Registered full legal name (including “limited”, “plc”, “LLP”, “LLC”, etc.):

Names of directors, partners or principals:

Registered address:

Country of incorporation:

The names of individuals who control or own 25% or more of the shares or voting rights:

6. Representations and Warranties

Each member of the Backstop Group (on its behalf and on behalf of the Nominated Recipient(s) for Equity and appointed Affiliate to receive Exchanged Shares under the Equity Conversion Backstop (if any)) hereby gives and complies with each of the Securities Law Representations, Warranties and Undertakings provided for in Schedule 6 of the Securities Crediting and Payment Notice.

This Securities Crediting and Payment Information Form and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with French law.

In _____ as *[insert place of execution]*
Date _____ *[insert date of execution]*

Member of the Backstop Group Signature Block

Executed by: _____
Name: *[insert name of individual signatory or of entity acting as investment / adviser manager]*
Title: *[insert title or capacity of individual signatory or of entity acting as investment / adviser manager]*
Itself represented by: *[insert name of individual signatory of entity acting as investment / adviser manager]*
Its: *[insert title or capacity of individual signatory of entity acting as investment / adviser manager]*

Nominated Recipient for Equity Signature Block

Executed by: _____
Name: *[insert name of individual signatory or of entity acting as investment / adviser manager]*
Title: *[insert title or capacity of individual signatory or of entity acting as investment / adviser manager]*
Itself represented by: *[insert name of individual signatory of entity acting as investment / adviser manager]*
Its: *[insert title or capacity of individual signatory of entity acting as investment / adviser manager]*

Appointed Affiliate to receive Exchanged Shares under the Equity Conversion Backstop Signature Block

Executed by: _____
Name: *[insert name of individual signatory or of entity acting as investment / adviser manager]*
Title: *[insert title or capacity of individual signatory or of entity acting as investment / adviser manager]*
Itself represented by: *[insert name of individual signatory of entity acting as investment / adviser manager]*
Its: *[insert title or capacity of individual signatory of entity acting as investment / adviser manager]*

Schedule 4 – Securities Crediting and Payment Information Form for use by Unsecured Creditors holding Unsecured Claims and Perpetual Creditors holding Perpetual Claims through Euroclear France outside Euroclear or Clearstream

ONLY TO BE COMPLETED BY EUROCLEAR FRANCE DIRECT PARTICIPANTS ONLINE

Forms must be received no later than March, 13, 2024 at 5 p.m., Paris time (online or by email) at the address set out below):

Kroll Issuer Services Limited

The Shard
32 London Bridge Street
London SE1 9SG
Attention: Victor Parzyjagla / Thomas Choquet
Email: casino@is.kroll.com
Website: <https://deals.is.kroll.com/casino>
Tel: +44 (0) 20 7704 0880

CASINO, GUICHARD-PERRACHON – UNSECURED CREDITORS AND PERPETUAL CREDITORS SECURITIES CREDITING AND PAYMENT INFORMATION FORM

Dear Sirs,

We refer to the Securities Crediting and Payment Notice dated 27 February 2024 (the “**Securities Crediting and Payment Notice**”). Terms used but not otherwise defined in this Securities Crediting and Payment Information Form shall have the meaning given to them in the Securities Crediting and Payment Notice.

This Securities Crediting and Payment Information Form is provided in connection with the issuances, as described in the Securities Crediting and Payment Notice, implemented pursuant to the Accelerated Safeguard Plan.

I, the Euroclear France Direct Participant, confirm and/or declare the following, as the case may be:

- (i) the principal amount of Unsecured Claims or Perpetual Claims blocked¹⁰ on or before the Reference Date is as follows:

_____	EMTN 2024 Bonds identified under ISIN code FR0011765825
_____	EMTN 2025 Bonds identified under ISIN code FR0012369122
_____	EMTN 2026 Bonds identified under ISIN code FR0012074284
_____	Treasury Bonds identified under ISIN code FR0127851899 TCN CASINO 26062023
_____	TSSDI 2005 identified under ISIN code FR0010154385
_____	TSSDI 2013 identified under ISIN code FR0011606169

¹⁰ Please attach a book entry certificate evidencing the principal amount or number of units of Unsecured Claims or Perpetual Claims blocked as applicable.

if you wish to appoint a Nominated Recipient for Equity, please provide the following details regarding the Nominated Recipient for Equity:

Corporate name:	
Legal form:	
Domicile	
Tax residency	
Address:	
Postal code:	
City/country:	

and, if different from that of the Unsecured Creditor, or the Perpetual Creditor as the case may be:

Contact Person:	
Phone number:	
E-mail address:	

the Unsecured Creditor, or the Perpetual Creditor as the case may be hereby represents and warrants that its Nominated Recipient for Equity is an Affiliate of the Unsecured Creditor, or the Perpetual Creditor as the case may be, and that the Nominated Recipient for Equity has an account with the Euroclear France Direct Participant listed in point (ii) below,

- (ii) the Euroclear France participant on behalf of the Unsecured Creditor, or the Perpetual Creditor as the case may be, and its Nominated Recipient for Equity to receive the New Shares and the Warrants #3 (to the extent applicable) (if any) hereby provides the following securities crediting information:

☐ **Euroclear France:** the Unsecured Creditor or the Perpetual Creditor as the case may be, and the Nominated Recipient for Equity (if any), as applicable, has a securities account in Euroclear France:

Euroclear France Direct Participant BIC Code:	
Securities Account Name:	
Securities Account Number:	
CIF / NIF / BIC Code:	
Own account or 3rd party account:	
Contact name of Euroclear France account holder:	
Contact number of Euroclear France account holder:	
Contact email of Euroclear France account holder:	

(iii) cash accounts information

The EUR bank account information to which payment of the Support Fee should be made on the Effective Restructuring Date is as follows:

Account Beneficiary Name:	
Domicile of Beneficiary:	
IBAN:	
Bank Account Number:	
BIC/SWIFT Code:	
Bank Name:	

- (iv) the spreadsheet attached to the submitted Securities Crediting and Payment Information Form is a list detailing per participating Unsecured Creditor or Perpetual Creditor, as the case may be: the ISIN of the Unsecured Claims or the Perpetual Claims held, as the case may be, the amounts in principal amount or number of units of Unsecured Claims or Perpetual Claims as applicable per category of Unsecured Claims or Perpetual Claims, as the case may be, the name, legal form, email, and the country of tax residency of the participating Unsecured Creditor or the Perpetual Creditor, as the case may be, as well as the Nominated Recipient for Equity (if any), the name of the asset or investment manager (if any), the entitlement (according to such Unsecured Creditor or Perpetual Creditor, as the case may be) to the Support Fee (for the purpose of reconciliation by the Information Agent);
- (v) the book entry certificate attached to the submitted Securities Crediting and Payment Information Form accurately reflects the aggregate amount in units of the applicable Unsecured Claims or Perpetual Claims, as the case may be, blocked by the Euroclear France Direct Participant on or before the Reference Date; and

Euroclear France Direct Participant Name (including legal form):

Euroclear France Direct Participant Account Number:

Euroclear France Direct Participant Contact Number:

Euroclear France Direct Participant Contact Email:

Signed in _____, on _____ Signature

Surname, First name, address, capacity¹¹

Each Euroclear France Direct Participant must provide, in the form of a spreadsheet attached to this form, a list of the amounts in principal amount or units of Unsecured Claims or Perpetual Claims, as the case may be, held per category of Unsecured Claims or Perpetual Claims, as the case may be, the names, legal form, country of tax residency and email addresses of the participating Unsecured Creditors or Perpetual Creditors, as the case may be, as well as the Nominated Recipient for Equity (if any), the name of the asset or investment manager (if any), the entitlement (according to the Unsecured Creditors or the Perpetual Creditors, as the case may be) to the Support Fee (for the purpose of reconciliation by the Information Agent).

This form must be sent with a book entry certificate and the abovementioned spreadsheet. The form should be received by Kroll Issuer Services Limited no later than 13 March 2024 at 5 p.m., Paris time by email (to the email address set out below) or online. Any form received after such date will not be taken into account.

¹¹ To be signed by a Euroclear France Direct Participant. For legal entities, mention signatory's surname, first name(s) and capacity. If the signatory is not himself the Unsecured Creditor or the Perpetual Creditor, as the case may be, detail his surname, first name(s) and the capacity in which he is signing.

RETURN OF THIS FORM

1. This form must be submitted by Euroclear France Direct Participants together with a book entry certificate proving the participating Unsecured Creditors or Perpetual Creditors' aggregate holdings (including a confirmation that the overall position is blocked) and the spreadsheet containing the breakdown of all Unsecured Creditors or Perpetual Creditors, as the case may be, the Nominated Recipient for Equity (if any) and the asset or investment managers (if any). The spreadsheet and the certificate must be attached to the form; and
2. Send the fully completed form to:

KROLL ISSUER SERVICES LIMITED

The Shard
32 London Bridge Street
London SE1 9SG

Website: <https://deals.is.kroll.com/casino>

Email: casino@is.kroll.com

For information by telephone: +44 (0) 20 7704 0880

ANY FORM RECEIVED WITHOUT A BOOK ENTRY CERTIFICATE CONFIRMING THAT THE POSITION IS BLOCKED AND A SPREADSHEET CONTAINING THE BREAKDOWN OF ALL UNSECURED CREDITORS OR PERPETUAL CREDITORS, AS THE CASE MAY BE, THE NOMINATED RECIPIENT FOR EQUITY (IF ANY) AND THE ASSET OR INVESTMENT MANAGERS (IF ANY) SHALL BE CONSIDERED NULL AND VOID.

Schedule 5 – Form of Power of Attorney

CASINO, GUICHARD-PERRACHON

Registered office: 1, Cours Antoine Guichard - 42000 Saint-Etienne.
554 501 171 RCS Saint-Etienne
(the “Company”)

POWER OF ATTORNEY FOR THE SUBSCRIPTION OF SECURITIES BY THE COMPANY TO BE SENT TO KROLL ISSUER SERVICES LIMITED
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Information relating to the subscriber (to be completed)

Corporate name:

Legal form:

Address:

Postal code:

City/country:

Phone number:

E-mail address:

This power of attorney (the “POA”) is provided in connection with the issuances, as described below, implemented pursuant to the Accelerated Safeguard Plan and the Quatrim Accelerated Safeguard Plan, which were approved by judgment of the Commercial Court of Paris on 26 February 2024.

Capitalized terms not otherwise defined in this POA shall have the meaning set forth in the Notice dated 27 February 2024.

The purpose of the Accelerated Safeguard Plan and the Quatrim Accelerated Safeguard Plan is to restructure the financial indebtedness of the Company and Quatrim, by way of, as the case may be, among others, issuance of New Shares (including ABSA, Converting Shares and Backstop Shares), Warrants Additional Shares, Warrants #1, Warrants #2 and Warrants #3 of the Company and Reinstated Quatrim Bonds of Quatrim (together the “**Restructuring Securities**”) to Converting Secured Creditors, Committed Creditors, members of the Backstop Group, Unsecured Creditors, Perpetual Creditors and Quatrim Creditors, as applicable, and the transfer of the Exchanged Shares from the Committed Creditors to the Backstop Group.

The New Shares (*i.e.*, Converting Shares) issued as part of the Share Capital Increase Reserved for Secured Creditors will be paid up by Converting Secured Creditors by way of set off against their claims under the Residual Secured Claims. The number of New Shares to be subscribed for by each Converting Secured Creditor (or any of its Affiliates) (by way of set off against such Secured Creditor's claims under the Residual Secured Claims it holds) will be determined in accordance with the calculation reduction and fractional allotment rights provisions set forth in the Accelerated Safeguard Plan.

The New Shares issued as part of the Share Capital Increase Reserved for Unsecured Creditors will be paid up by subscribing Unsecured Creditors by way of set off against their claims under the Unsecured Claims. The number of New Shares to be subscribed for by each Unsecured Creditor (or any of its Affiliate(s)) (by way of set off against such Unsecured Creditor's claims under the Unsecured Claims it holds) will be determined in accordance with the calculation reduction and fractional allotment rights provisions set forth in the Accelerated Safeguard Plan.

The New Shares issued as part of the Share Capital Increase Reserved for Perpetual Creditors will be paid up by subscribing Perpetual Creditors by way of set off against their claims under the Perpetual Claims. The number of New Shares to be subscribed for by each Perpetual Creditor (or any of their respective Affiliate(s)) (by way of set off against such Perpetual Creditor's claims under the Perpetual Claims it holds) will be determined in accordance with the calculation reduction and fractional allotment rights provisions set forth in the Accelerated Safeguard Plan.

The New Shares issued as part of the Backstopped Share Capital Increase will be paid up by the subscribing Committed Creditors and the Backstop Group by way of cash payment. The number of New Shares to be subscribed for by the Committed Creditors and the members of the Backstop Group (or any of their Affiliate(s)) will be determined in accordance with the calculation reduction and fractional allotment rights provisions set forth in the Accelerated Safeguard Plan.

The Warrants Additional Shares will be granted to the Committed Creditors who are beneficial holders under the Secured Claims (or their respective Affiliates) and have committed to participate in the Backstopped Share Capital Increase under the conditions of the Lock-Up Agreement and the members of the Backstop Group (or any of their respective Affiliate(s)). The number of Warrants Additional Shares to be received by each of the Secured Creditors concerned and of the members of the Backstop Group (or any of their respective Affiliate(s)) will be determined in accordance with the calculation reduction and fractional allotment rights provisions set forth in the Accelerated Safeguard Plan.

The Warrants #1 will be granted to the members of the Backstop Group (or any of their respective Affiliate(s)). The number of Warrants #1 to be received by each of the members of the Backstop Group (or any of their respective Affiliate(s)) will be determined in accordance with the calculation reduction and fractional allotment rights provisions set forth in the Accelerated Safeguard Plan.

The Warrants #2 will be granted to the members of the Initial Backstop Group (or any of their respective Affiliate(s)). The number of Warrants #2 to be received by each of the members of the Initial Backstop Group (or any of their respective Affiliate(s)) will be determined in accordance with the calculation reduction and fractional allotment rights provisions set forth in the Accelerated Safeguard Plan.

The number of Warrants #3 to be received by the Unsecured Creditors as part of the subscription of ABSA under the Share Capital Increase Reserved for Unsecured Creditors will be determined in accordance with the calculation reduction and fractional allotment rights provisions set forth in the Accelerated Safeguard Plan.

Authority to carry out the calculation in order to determine, in good faith, the number of Restructuring Securities to be allocated to the undersigned (or any of its Affiliate(s)) in accordance with the provisions set forth in the Accelerated Safeguard Plan and the Quatrim Accelerated Safeguard Plan is hereby delegated to the Company, and the undersigned agrees that the Attorney shall therefore bear no liability whatsoever for any incompleteness or inaccuracy of the documents that will be signed by the Attorney in the name and on behalf of the undersigned.

The undersigned hereby gives all powers to the following person (the “**Attorney**”):

Kroll Issuer Services Limited, The Shard, 32 London Bridge Street, London SE1 9SG

in order to, in the name and for the account of the undersigned, (i) execute any and all subscription forms as required pursuant to article L. 225-143 of the French commercial code for the purpose of the subscription by the undersigned (or any of its Affiliate(s)) for the New Shares (including ABSA, Converting Shares and Backstop Shares)(if any) and (ii) take all necessary steps to receive and direct settlement and delivery of the Warrants Additional Shares, the Warrants #1, the Warrants #2, the Warrants #3 and the Reinstated Quatrim Bonds, pursuant to and in accordance with the Accelerated Safeguard Plan, the Quatrim Accelerated Safeguard Plan and the Lock-Up Agreement.

By executing this POA, the undersigned hereby further acknowledges and agrees that:

- except with respect to the execution of a subscription form, it has taken all measures required to be taken in order for the Restructuring Securities set forth above to be credited to its account or to the account of its Nominated Recipient for Equity;
- [it does not hold any of Unsecured Claims, HY Quatrim Bonds and/or Perpetual Claims through a credit institution or an investment services provider within the meaning of article L. 225-143 of the French commercial code;]¹²
- if it fails to provide the required information under the POA (i) it will not receive the Restructuring Securities on or about the Effective Restructuring Date, (ii) the Restructuring Securities it (or any of its Affiliate(s)) is entitled to receive pursuant to the Accelerated Safeguard Plan and the Quatrim Accelerated Safeguard Plan will be credited to an account opened with the *Caisse des Dépôts et Consignations* by the CEP (*commissaires à l'exécution du plan*), (iii) it will have to make a claim to the CEP (as defined in the Accelerated Safeguard Plan and the Quatrim Accelerated Safeguard Plan), in compliance with the requirements of such entity, in order to receive the Restructuring Securities and (iv) it (or any of its Affiliate(s)) will not receive any such Restructuring Securities until after the closing of the Financial Restructuring; and
- this POA shall expire on the earliest of the Effective Restructuring Date and 30 April 2024 and be governed by French law; any dispute relating thereto shall be finally settled by the Paris Commercial Court (*Tribunal de Commerce de Paris*).

In []

Date []

Signature

¹² To be deleted if not applicable

Schedule 6 - Securities Law Representations, Warranties and Undertakings

In connection with our subscription of New Shares and receipt of Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds, as the case may be, as a Converting Secured Creditor, a Committed Creditor, a member of the Backstop Group, an Unsecured Creditor, a Perpetual Creditor or a Quatrim Creditor, as the case may be, and the appointment of the Nominated Recipient for Equity:

1. We confirm that we, and each discretionary account for which we are (i) subscribing New Shares and/or (ii) receiving Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds, as the case may be, and the Nominated Recipient for Equity (if any) (i) are either a “*qualified institutional buyer*” (a “**QIB**”) within the meaning of Rule 144A under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) or an institutional “*accredited investor*” as defined in Rule 501(a)(1), (2), (3), (7), (8), (9), (12) or (13) of Regulation D under the Securities Act (an “**IAI**”) or (ii) have acquired the New Shares, Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds, as the case may be, in an offshore transaction in compliance with Regulation S under the Securities Act (“**Regulation S**”) and, with respect to the Reinstated Quatrim Bonds, are not a U.S. person within the meaning of Regulation S (a “**U.S. Person**”).

2. We confirm that we are (i) subscribing for New Shares and/or (ii) receiving the Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or the Reinstated Quatrim Bonds, as the case may be, for our own account, or for the account of one or more QIBs or IAIs for which we are acting as duly authorized fiduciary or agent with sole investment discretion with respect to each such account and with full authority to make the acknowledgments, representations and agreements herein with respect to each such account. We confirm that we are (i) subscribing for New Shares and/or (ii) receiving the Warrants Additional Shares, Warrants #1, Warrants #2, the Warrants #3 and/or the Reinstated Quatrim Bonds, as the case may be, for ourselves and any other account, if any, for whom we are acting, in each case, for investment purposes and not with a view to or for any resale or distribution in violation of the Securities Act.

3. We confirm that we, and each other account, if any, for whose account we are (i) subscribing for New Shares and/or (ii) receiving the Warrants Additional Shares, Warrants #1, Warrants #2, the Warrants #3 and/or Reinstated Quatrim Bonds, as the case may be, and the Nominated Recipient for Equity (if any) are capable of evaluating the merits and risks of (i) subscribing New Shares and/or (ii) receiving Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds, as the case may be, and are aware that we or such account and the Nominated Recipient for Equity (if any) may be required to bear the economic risk of an investment in the New Shares, Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds, as the case may be, for an indefinite period of time, and we or such account and the Nominated Recipient for Equity (if any) are able to bear such risk for an indefinite period.

4. We acknowledge that we and the Nominated Recipient for Equity (if any) have (i) conducted our own investigation and appraisal with respect to the New Shares, Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds, as the case may be, and the business, results of operations, financial condition, prospects, creditworthiness, status and affairs of the Company, (ii) made our own investment decision to (x) subscribe the New Shares and/or (y) received the Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds, as the case may be, or be the Nominated Recipient for Equity (if any), and (iii) made our own assessment concerning the relevant tax, legal and other economic considerations relevant to our investment in New Shares, Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds, as the case may be. We and the Nominated Recipient for Equity (if any) are aware and understand that an investment in New Shares, Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds, as the case may be, involves a considerable degree of risk and no U.S. federal or state or non-U.S. agency has made any finding or determination as to the fairness for investment or any recommendation or endorsement of any such investment.

5. We confirm that we and the Nominated Recipient for Equity (if any) acknowledge that

neither the Company nor any person representing the Company has made any representation to us with respect to the Company, the New Shares, the Warrants Additional Shares, the Warrants #1, the Warrants #2, the Warrants #3 and/or Reinstated Quatrim Bonds, as the case may be, or the accuracy, completeness or adequacy of any financial or other information concerning the Company, the New Shares, the Warrants Additional Shares, the Warrants #1, the Warrants #2, the Warrants #3 and/or Reinstated Quatrim Bonds, as the case may be, other than as set forth in the Accelerated Safeguard Plan, as well as any other documents entered into pursuant to or in connection with the Accelerated Safeguard Plan, including the prospectus approved by the *Autorité des marchés financiers*.

6. We confirm that we and the Nominated Recipient for Equity (if any) understand and acknowledge (and each other QIB or IAI, if any, for whose account we are subscribing for New Shares, Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds, as the case may be, and the Nominated Recipient for Equity (if any) has been advised, understands and has acknowledged) that the New Shares, the Warrants Additional Shares, the Warrants #1, the Warrants #2, the Warrants #3 and/or the Reinstated Quatrim Bonds, as the case may be, (i) are not being and will not be registered under the Securities Act or any state securities laws, (ii) are being offered and sold to us in reliance on an exemption from registration under the Securities Act and (iii) are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act.

7. In the case of investors located within the EEA: We confirm that we and the Nominated Recipient for Equity (if any) are entitled to be holders of Secured Claims, Unsecured Claims, Perpetual Claims and/or HY Quatrim Bonds, as the case may be, in light of the selling restrictions applicable to such instruments, and in particular that we are not “retail investors”, and, where acquisition of, or subscription to, such instruments requires to be a qualified investor within the meaning of the applicable European regulation, we qualify as such and we can be allocated the New Shares, Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds, as the case may be, without breaching any law or regulation applicable to us and without any action to be undertaken by the Company (other than, with respect to Secured Creditors, Committed Creditors, Unsecured Creditors, Perpetual Creditors and Nominated Recipients for Equity (if any) who are located in France or French residents, the prospectus which is expected to be approved by the French *Autorité des marchés financiers*). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended (“MiFID II”); (ii) a customer within the meaning of Directive 2016/97/EU, as amended (the “Insurance Distribution Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the “PRIIPs Regulation”) for offering or selling the New Shares, Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the New Shares, Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

8. In the case of investors located within the United Kingdom: We confirm that we and the Nominated Recipient for Equity (if any) are entitled to be holders of Unsecured Claims, Perpetual Claims and/or HY Quatrim Bonds, as the case may be, in light of the selling restrictions applicable to such instruments, and in particular that we are not “retail investors”, and, where acquisition of, or subscription to, such instruments requires to be a qualified investor within the meaning of the applicable European regulation (as it forms part of UK domestic law by virtue of the European Union Withdrawal Act “EUWA”), we qualify as such and we can be allocated the New Shares, Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds, as the case may be, without breaching any law or regulation applicable to us and without any action to be undertaken by the Company. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in the UK

Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the New Shares, Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the New Shares, Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation. References to Regulations or Directives include, in relation to the UK, those Regulations or Directives as they form part of UK domestic law by virtue of the EUWA or have been implemented in UK domestic law, as appropriate.

9. We also confirm that we and the Nominated Recipient for Equity (if any) are not located in Canada, Japan or Australia.

10. We confirm that we and the Nominated Recipient for Equity (if any) understand and agree that if in the future we or any other QIB or IAI for which we are acting or any other fiduciary or agent representing such investor, or Nominated Recipient for Equity (if any) decide to offer, sell, deliver, hypothecate or otherwise transfer any New Shares, Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds, so long as such securities are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, we and it will do so only (i) outside the United States in an “offshore transaction” pursuant to Rule 903 or 904 of Regulation S under the Securities Act (and not in a pre-arranged transaction resulting in the resale of such securities into the United States), (ii) in the United States to a person whom we or it reasonably believe(s) is a QIB in a transaction meeting the requirements of Rule 144A, (iii) to an IAI that is acquiring such securities for investment purposes and not with a view to or for offer or sale in violation of the Securities Act, (iv) pursuant to an effective registration statement under the Securities Act, (v) to the Company or a subsidiary of the Company or (vi) pursuant to another exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and, in each case, in accordance with any applicable securities laws of any state or territory of the United States and of any other jurisdiction. We understand (and each beneficial owner of the New Shares, the Warrants Additional Shares, the Warrants #1, the Warrants #2, the Warrants #3 and/or the Reinstated Quatrim Bonds, as the case may be, for which we are acting and the Nominated Recipient for Equity (if any) has been advised and understands) that no representation has been made as to the availability of any exemption under the Securities Act or any applicable securities laws of any state or other jurisdiction of the United States for the reoffer, resale, pledge or transfer of the New Shares, the Warrants Additional Shares, the Warrants #1, the Warrants #2, the Warrants #3 and/or the Reinstated Quatrim Bonds, as the case may be.

11. We confirm that we and the Nominated Recipient for Equity (if any) agree that for so long as such New Shares, Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds, as the case may be, are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, we and the Nominated Recipient for Equity (if any) will not deposit such New Shares, Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds, as the case may be, into any unrestricted American Depositary Receipt facility established or maintained by a depositary bank (subject to the terms of the deposit agreement with respect to any such unrestricted depositary facility).

12. We confirm that we and the Nominated Recipient for Equity (if any) agree that if we acquired any Reinstated Quatrim Bonds in compliance with Regulation S, then for 40 days after the Effective Date, we and the Nominated Recipient for Equity (if any) will not offer, sell, deliver, hypothecate or otherwise transfer such Reinstated Quatrim Bonds to any U.S. Person.

13. We confirm that we and the Nominated Recipient (if any) are not (i) subscribing for New Shares and/or (ii) receiving Warrants Additional Shares, Warrants #1, Warrants #2, Warrants #3 and/or Reinstated Quatrim Bonds, as the case may be, and the Nominated Recipient for Equity (if any) has not accepted such capacity as a result of any “directed selling efforts” (as defined in Rule 902 of the Securities Act) any “general solicitation” or “general advertising” (as those terms are defined in Regulation D under the Securities Act).

14. We acknowledge that (i) our subscription for the New Shares and/or (ii) the allocation of the Warrants Additional Shares, the Warrants #1, the Warrants #2, the Warrants #3 and/or the Reinstated Quatrim Bonds, as the case may be, and the possibility to appoint a Nominated Recipient for Equity is subject to and based upon all the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings and other information contained in this letter. We further acknowledge that the Company, its Affiliates and others will not bear any liability in connection with our appointment of a Nominated Recipient for Equity and will rely upon the truth and accuracy of the acknowledgements, representations, warranties and agreements contained herein.

15. The terms and provisions of this letter shall inure to the benefit of and shall be enforceable by the Company, its successors and its permitted assigns, and the terms and provisions hereof shall be binding on our permitted successors in title, permitted assigns and permitted transferees.

16. We understand that these representations and undertakings are required in particular in connection with United States securities laws and irrevocably authorize the Company to produce the executed POA and this Schedule to any interested party in any administrative or legal proceedings or official enquiry with respect to the matters covered herein.

17. We undertake to promptly notify the Company if, at any time prior to the earlier of the Effective Restructuring Date and 30 April 2024, any of the foregoing ceases to be true.

Schedule 7 – Tax Form to be completed online by Unsecured Creditors and Perpetual Creditors

Creditor name:	
Contact Person if applicable:	
Country of Tax Residence:	
Phone number:	
E-mail address:	
Custody Instruction Reference Number: ¹³	
Euroclear France Direct Participant name if applicable: ¹⁴	

The Unsecured Creditor or Perpetual Creditor (where applicable) hereby provides the following information:

- Whether the Unsecured Creditor or the Perpetual Creditor is a French tax resident:
 - ☐ **Yes**
 - ☐ **No**
- Whether the Unsecured Creditor or the Perpetual Creditor is tax resident of a jurisdiction having signed with France a double tax treaty, is entitled and fulfils the conditions to benefit from such double tax treaty:
 - ☐ **Yes** (please provide a tax form FORM-5000 with duly completed Sections II, III and IV and, as the case may be, VI and VII, or a tax residency certificate, dated less than 12 months ago, for each entity as applicable)
 - ☐ **No**¹⁵
 - ☐ **No**, but the Unsecured Creditor or the Perpetual Creditor (where applicable) is eligible to the exemption of withholding tax provided under Article 119 *bis* 2 of the French Tax Code on certain payments made to UCITS or AIF established in the European Economic Area (please provide a tax form BOI-FORM-000086 or similar document dated less than 12 months ago for each entity, as applicable)

¹³ The reference number should be the reference number of the Electronic Instructions submitted in respect of the relevant Existing Notes to Euroclear Bank or Clearstream Luxembourg (as applicable).

¹⁴ This is the name of the direct participant in Euroclear France holding the Notes on behalf of the creditor. It is not applicable if the creditor holds in Euroclear Bank or Clearstream Luxembourg.

¹⁵ To be selected if the analysis on the application of the exemption provided for by Article 119 *bis* 2 of the French tax code has not been performed.