



Tribunal de commerce spécialisé de Nanterre

Accelerated Safeguard Proceedings of:	ORPEA S.A. (401 251 566 RCS Nanterre)
Opening judgment:	24 March 2023 (RG no. 2023G00010, registry no.: 2023J00281)
Extension Judgment:	22 May 2023 (RG no. 2023L00778, Clerk no.: 2023J00281)
Supervisory Judge:	Mrs Françoise LARGET, Supervisory Judge and Mr Jean Didier DUJARDIN, Substitute Supervisory Judge
Judicial Administrators:	SELARL FHB, in the person of <i>Maître</i> Hélène Bourbouloux, , 176 avenue Charles de Gaulle, 92200, Neuilly-sur-Seine SELARL AJRS, in the person of <i>Maître</i> Thibaut Martinat, , 3 avenue de Madrid, 92200 Neuilly-sur-Seine
Creditors' Representatives:	SCP BTSG ² , in the person of Mr Marc Sénéchal, , 15, rue de l'Hôtel de Ville 92200 Neuilly-sur-Seine SELARL C. BASSE, in the person of Mr Christophe Basse, , 171 avenue Charles de Gaulle, 92200, Neuilly-sur-Seine

**DRAFT ACCELERATED SAFEGUARD PLAN
OF ORPEA S.A.**

(Articles L. 611-1 et seq. and L. 628-1 et seq. of the French Code de commerce)

Draft Accelerated Safeguard Plan drawn up by the debtor with the assistance of the judicial administrators appointed by judgment of the Tribunal de commerce spécialisé de Nanterre dated 24 March 2023.

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PART I. DEFINITION

CNSA Agreement	is as defined in <u>Section 2.4 of Part II</u> .
Lock-Up Agreement	means the term as defined in <u>Section 2.3.1 of Part II</u> .
Term Sheet	means the term as defined in <u>Section 2.3.1 of Part II</u> .
Existing Shareholders	means the shareholders holding Shares in the Company as of the date of the Opening Judgment of the Accelerated Safeguard Proceedings who constitute the members of the shareholder class, as well as their successive transferees who would be registered in the accounts on or before the Existing Shareholders Record Date (as defined below).
Shares	means the ordinary shares of the Company. (on the date of the Opening Judgment, the Company's share capital amounted to €80, 867,313.75 and was divided into 64,693,851 Shares with a nominal value of €1.25).
Judicial Administrators	is as defined in <u>Section 3.1 of Part II</u> .
AMF	means the French <i>Autorité des Marchés Financiers</i> .
Settlement of Unsecured Debts	is as defined in Paragraph (a) of <u>Section 2.2.2 of Part II</u> .
New Money Capital Increases	shall mean the new money equity provided to the Company, namely the Consortium Capital Increase and the Rights Issue according to the Draft Accelerated Safeguard Plan detailed in <u>Section 3.1.1 of Part III</u> .
Rights Issue	means the capital increase with preferential subscription rights of the Company as detailed in Paragraph (b) of <u>Section 3.1.1 of Part III</u> .
Settlement Capital Increase	means the capital increase with preferential subscription rights of the Company as detailed in Paragraph (a) of <u>Section 3.4.1 of Part III</u> .
Consortium Capital Increase	means the capital increase of the Company reserved for the Consortium members as detailed in paragraph (a) of <u>Section 3.1.1 of Part III</u> .
Amendment	is as defined in Paragraph (a) of <u>Section 3.2.1 of Part III</u> .
G6 Banks	refers to the 57 bank institutions belonging to the Group's six main historical partner banking groups, namely BNP Paribas, the BPCE group, the Crédit Agricole group, the Crédit Mutuel Alliance Fédérale group, the Banque Postale and Société Générale, in their capacity as Conciliation Agreement parties.
Warrants	means the Share warrants giving the right to subscribe to newly issued Shares of the Company, and allocated free of charge to the Consortium members and to the SteerCo members in accordance with the provisions of Paragraph (b) of <u>Section 3.1.1 of Part III</u> .

CDC	is as defined in Paragraph (c) of <u>Section 2.2.2 of Part II</u> .
CEECSH	is as defined in <u>Section 2.1.2 of Part II</u> .
Daily Assignment	is as defined in <u>Section 2.1.2 of Part II</u> .
Classes of Affected Parties	means the classes of affected parties constituted by the Judicial Administrators pursuant to the Notices published in the <i>Bulletin des Annonces Légales Obligatoires</i> (BALO, French bulletin of mandatory legal announcements) dated 21 April 2023, as listed in <u>Section 2.4 of Part III</u> .
CNSA	means the Caisse Nationale de Solidarité pour l'Autonomie (French independent-living support fund).
Agents in charge of the Supervision of the Implementation of the Plan	is as defined in <u>Section 7 of Part IV</u> .
Support Fee	is as defined in <u>Section 2.3.1 of Part II</u> .
Coordination Fee	is as defined in <u>Section 2.3.1 of Part II</u> .
Guarantee Fee	is as defined in Paragraph (b) of <u>Section 3.1.1 of Part III</u> .
Conciliator	is as defined in <u>Section 2.2.2 of Part II</u> .
Facilities Agreement of June 2022	means the facilities agreement entered into on 13 June 2022 between, inter alia, the Company and the G6 Banks, as defined in <u>Section 2.1.2 of Part II</u> .
New Money Facilities Agreement	is as defined in <u>Section 3.1.2 of Part III</u> .
Subordination Agreement	means the subordination agreement entitled Intercredit Agreement entered into on 28 November 2022 between the Company, GLAS SAS and the relevant lenders in respect of Credits A, B, C1 and C2.
CNSA Claim	is as defined in <u>Section 1.8 of Part II</u> .
Affected Claims	is as defined in <u>Section 2.2 of Part III</u> .
Credits	is as defined in <u>Section 2.1.2 of Part II</u> .
Credit D1	is as defined in <u>Section 3.1.2 of Part III</u> .
Credit D2	is as defined in <u>Section 3.1.2 of Part III</u> .
Credit D3	is as defined in <u>Section 3.1.2 of Part III</u> .
Tax Adjustment Claim	is as defined in <u>Section 1.8 of Part II</u> .
Secured Euro PP Settled Claims	is as defined in <u>Section 3.2.4 of Part III</u> .
Tax and Social Claims as of the Opening	is as defined in <u>Section 1.8 of Part II</u> .
Privileged Tax and Social Claims	is as defined in <u>Section 3.3 of Part III</u> .
Provisional Tax Adjustment Claims	is as defined in <u>Section 1.8 of Part II</u> .
Unsecured Creditor	means any holder of Unsecured Debt.

Convertible Unsecured Creditor	means any holder of Convertible Unsecured Debt.
Affected Creditors	means the creditors holding a claim against the Company, directly affected by the Draft Accelerated Safeguard Plan, as listed in <u>Section 2.2 of Part III</u> .
Failing Creditors	is as defined in <u>Section 7 of Part IV</u> .
CSE	is as defined in <u>Section 4.3.2 of Part III</u> .
CSEC	is as defined in <u>Section 3.2 of Part II</u> .
CSER	is as defined in <u>Section 4.3.2 of Part III</u> .
Long-Stop Date	means (unless agreed by the Company, the Consortium and Steerco on a later date), 31 October 2023, this date being automatically extended to the extent strictly necessary for the completion of the Restructuring (but within the limit of 29 December 2023 if the Consortium Capital Increase has not been completed by that date of 29 December 2023), provided that, on 31 October 2023, (x) in the event of an appeal lodged before the Paris Court of Appeal against the AMF Derogation, the Paris Court of Appeal has previously issued a decision on the merits confirming the decision of the AMF Exemption, and (y) the AMF has issued its approval on the transaction note of the Settlement Capital Increase, it being specified that, (without prejudice to the foregoing), the Company shall in any event make its best efforts to complete the Restructuring as soon as possible before 29 December 2023.
Restructuring Effective Date	means the date on which the settlement of the Rights Issue occurs.
Record Date	means the date falling five (5) Business Days prior to the settlement date of the Settlement Capital Increase.
AMF Exemption	means the decision from the AMF granting an exemption to the Consortium members (acting in concert) on the basis of Article 234-9, 2° of the AMF General Regulations relating to the obligation to file a tender offer on ORPEA S.A.'s securities in the context of the implementation of the Restructuring.
Capital Holders	means the capital holders as defined in <u>Section 2.2 of Part III</u> .
Debt	means all existing debts and financial commitments of the Company relating to: <ul style="list-style-type: none"> (i) the Secured Debt; and (ii) the Unsecured Debt.
Unsecured Debt	means together Unsecured Non-Convertible Debt and Convertible Unsecured Debt.
Convertible Unsecured Debt or Convertible Bond or OCEANE	means the convertible bonds (OCEANE) amounting €499,999,959 issued by the Company and maturing on 17 May

2027 (ISIN FR0013418795), as described in Section 1.7 of Part II.

Unsecured Non-Convertible Debt

means all debts (including, as the case may be, interests) and unsecured liabilities, present and future, due or incurred from time to time by the Company, (including, as the case may be, any interest accrued thereon), under:

- (i) Unsecured Bank Loans;
- (ii) Unsecured Bonds;
- (iii) Secured Euro PP Bonds, but only for 65% of the nominal value;
- (iv) SSD Loans, and
- (v) NSV Loans.

Secured Debt

refers to all Secured Bank Loans, it being recalled that the Euro PP Secured Bonds are secured by a mortgage whose amount is capped in the event of enforcement at 35% of the principal amount of the Euro PP Secured Bonds.

Financing Documentation

means, where applicable, the facilities agreements, terms and conditions and other debt documents entered into in connection with the Debt.

Unsecured Bonds

means the unsecured bonds as detailed in Section 2.2 of Part III.

Deutsche Bank Loan

is as defined in Section 1.7 of Part II.

Unsecured Bank Loans

means unsecured bank loans as detailed in Section 2.2 of Part III.

Secured Bank Loans

means secured bank loans as detailed in Section 2.2 of Part III.

Contribution Commitment

is as defined in Section 3.1.2 of Part III.

Backstop Commitment

is as defined in Section 2.3.1 of Part II.

Consortium Subscription Commitment

is as defined in Section 2.3.1 of Part II.

Subsidiary

means any company or other legal entity controlled by another company or legal entity which:

- (i) directly or indirectly holds a proportion of the capital giving it a majority of the voting rights in the general meetings of that company, or
- (ii) has the sole majority of voting rights in that company due to an agreement with other partners or shareholders which is not contrary to the interests of the company, or
- (iii) determines in fact, by the voting rights it holds, the decisions in the general meetings of that company, or

	(iv) has the power to appoint or dismiss the majority of the members of the administrative, management or supervisory bodies of that company.
New Money Financing	is as defined in Paragraph (a) of <u>Section 2.2.2 of Part II</u> .
Retroactive First Autonomous Guarantee	is as defined in <u>Section 3.1.2 of Part III</u> .
Group	means the Company and its Subsidiaries, as defined in <u>Section 1.1 of Part II</u> .
Consortium	refers to the consortium composed of CDC, CNP Assurances, Mutuelle Assurance des Instituteurs de France (MAIF) and MACSF Epargne retraite (MACSF).
IBR	is as defined in Paragraph (b) of the <u>Section 2.2.2 of Part II</u> .
Inside Information	means information qualified as inside information within the meaning of Article 7 of Regulation (EU) no. 596/2014 on market abuse.
Interests to be Equitised at the Adoption of the Plan	is as defined in Paragraph (c) of Section <u>3.4.1 of Part III</u> .
Interest to be Equitised at the Opening of the Proceedings	is as defined in Paragraph (c) of Section <u>3.4.1 of Part III</u> .
Interests Concerned	is as defined in Paragraph (a) (a) of <u>Section 3.4.1 of Part III</u> .
Supervisory Judge	is as defined in <u>Section 3.1 of Part II</u> .
Opening Judgement	is as defined in <u>Section 3.1 of Part II</u> .
Creditors' Representatives	is as defined in <u>Section 3.1 of Part II</u> .
Amendment to the Facilities Agreement of June 2022	is as defined in Paragraph (a) of <u>Section 2.2.2 of Part II</u> .
Intra-Group Claims Pledge	is as defined in Section <u>3.1.2 of Part III</u> .
Pledges	is as defined in <u>Section 2.1.2 of Part II</u> .
Secured Euro PP Bonds	means the bonds bearing interest at 5.250% of an amount of €90,000,000, maturing on 4 December 2026, issued by the Company (ISIN FR0011365634), secured by a mortgage whose amount is capped in the event of enforcement to 35% of the principal amount of the bonds.
Restructuring Operations	means all of the restructuring operations relating to the Settlement of Unsecured Debts, the New Money Financing, the New Money Capital Increases and the Amendments to the Facilities Agreement of June 2022.
SPV Option	is as defined in Paragraph (b) of <u>Section 3.4.1 of Part III</u> .
Affected Parties	means the parties affected by the Draft Plan as defined in <u>Section 2.2 of Part III</u> .

November 2022 Business Plan	means the 2022-2025 Business Plan which results from the Refoundation Plan as presented to the market on 15 November 2022 by the new management of the Company.
Updated November 2022 Business Plan	means the updated November 2022 Business Plan, as described in <u>Section 4.1 of Part III</u> .
Refoundation Plan	means the Refoundation Plan presented to the market on 15 November 2022 by the management of the Company.
Accelerated Safeguard Plan	means the Accelerated Safeguard Plan as adopted by the <i>Tribunal de commerce spécialisé de Nanterre</i> in accordance with Article L. 628-8 of the French <i>Code de commerce</i> .
First Capital Reduction	is as defined in Paragraph (a) of <u>Section 3.5.5 of Part III</u> .
First Net Sale Proceeds	is as defined in Paragraph (a) of <u>Section 3.2.1 of Part III</u> .
NSV Loans	means the financing under German law <i>Namensschuldverschreibung</i> entered into by the Company, as referred to in <u>Section 2.2 of Part III</u> .
SSD Loans	means the financing under German law <i>Schuldscheindarlehenfinancings</i> entered into by the Company, as described in <u>Section 2.2 of Part III</u> .
Accelerated Safeguard Proceedings	means the Accelerated Safeguard Proceedings governed by Articles L. 628-1 to L. 628-10 of the French <i>Code de commerce</i> , opened to the benefit of the Company by judgment of the <i>Tribunal de commerce spécialisé de Nanterre</i> dated 24 March 2023, and extended following the judgment dated 22 May 2023 by the same <i>Tribunal</i> until 24 July 2023, for the purpose of implementing and/or completing the Restructuring.
Draft Accelerated Safeguard Plan or Draft Plan	means this Draft Accelerated Safeguard Plan submitted by the Company, with the assistance of the Judicial Administrators, and its schedules, which form an integral part thereof.
Draft Resolutions	is as defined in <u>Section 3.1.1 of Part III</u> .
Restructuring Proposal	is as defined in Paragraph (a) of <u>Section 2.2.2 of Part II</u> .
Agreement Protocol	is as defined in <u>Section 2.3.3 of Part II</u> .
Conciliation Agreement	means the Conciliation Agreement entered into on 3 June 2022 between, inter alia, the Company and the G6 Banks, as defined in in <u>Section 2.1.2 of Part II</u> .
Financial Ratios or R1 R2 Ratios	is as defined in <u>Section 2.2.1 of Part II</u> .
Existing Shareholders Record Date	means the day at the end of which the persons registered for accounting purposes will be granted preferential subscription rights to subscribe to the Settlement Capital Increase (i.e. the accounting day before the date on which these preferential subscription rights will be detached from the Shares of the Company).

Consolidation of Shares	is as defined in <u>Section 3.6.1 of Part III</u> .
Restructuring	means, together, the implementation of all the operations provided for in the Draft Accelerated Safeguard Plan detailed in <u>Section 3 of Part III</u> .
Second Capital Reduction	is as defined in <u>Section 3.6.2 of Part III</u> .
Company or ORPEA S.A.	means ORPEA S.A., a public limited company with share capital of €80,867,313.75 whose registered office is located at 12 rue Jean Jaurès, 92813 Puteaux Cedex and registered with the Nanterre Trade and Companies Register under number 401 251 566.
SteerCo	means the five member institutions of SteerCo (Unsecured Creditors Steering Committee) as presented in Paragraph (b) of <u>Section 2.2.2 of Part II</u> .
Terms and Conditions of New Money Financing	is as defined in <u>Section 2.3 of Part II</u> .
UES ORPEA	is as defined in <u>Section 4.3.2 of Part III</u> .

Any term and expression defined in the Draft Accelerated Safeguard Plan includes, as applicable, the masculine gender and the feminine gender as well as the singular mode or the plural mode.

PART II. PRESENTATION OF THE COMPANY, THE GROUP AND THE PROCEDURES

1. Summary description of the Company and the Group

1.1. Activity and organisation

The ORPEA Group, founded in 1989, is a major player in the support of people losing their independence, and more generally of dependent elderly people (the **Group**).

Within the framework of its activity, the Group offers a range of specialised care and services with the aim of supporting and caring for people who have suffered a temporary or permanent loss of autonomy, whether physical or psychological, within its establishments or at home. In addition to the home services offered, this activity is carried out through the operation of the following establishments:

- nursing homes: various forms of support are offered to the elderly, ranging from temporary stays (after hospitalisation, day care, etc.) to permanent accommodation;
- clinics for follow-up care and rehabilitation in full hospitalisation and as outpatients: these establishments are responsible for the rehabilitation and re-education of patients requiring functional rehabilitation or balancing of treatments by medical and paramedical teams as well as technical platforms adapted to each speciality;
- psychiatric clinics: the Group's establishments provide care for people suffering from mental illnesses through a multidisciplinary approach to care; and
- senior residences with services.

ORPEA S.A is the parent company of the Group, which is both a holding company and an operating company owning more than 220 residential care facilities for the elderly (EHPAD) and other residences, both medical and non-medical. The Company is also the head company of the tax consolidation group and the entity that centralises the cash flows of the Group's French entities. It also participates in the intra-group financing of most of its foreign subsidiaries.

A K-bis extract of the Company is attached in **Schedule 1**.

A simplified organisation chart of the France Group is attached in **Schedule 2**.

1.2. Simplified legal form of the Company

Corporate name	ORPEA S.A.
Corporate form	Limited company.
Constitution - Duration	ORPEA S.A. was incorporated on 27 September 1999 and its term runs until 8 June 2094.
Trade & Companies Register	401 251 566 RCS Nanterre.

Registered Office	12 rue Jean Jaurès, 92813 Puteaux Cedex
Activity - Purpose	<p>The Company's corporate purpose is:</p> <ul style="list-style-type: none"> ○ The technical, commercial, administrative and financial assistance of all companies having an activity directly or indirectly related to the creation, realisation, acquisition, management and operation, directly or indirectly, of all care establishments, medical and social establishments, accommodation establishments of all types concerning the elderly, accommodation establishments of all types for the disabled without age limit, hotel, para-hotel and leisure accommodation establishments, and ○ On an ancillary basis, real estate transactions.
Closing date of the accounts	31 December of each year.
Company share capital	€ 80,867,313.75
Statutory Auditors	<ul style="list-style-type: none"> ○ Mazars, 61 rue Henri Regnault - Tour Exaltis, 92400 Courbevoie; ○ Saint Honoré BK&A, 140 rue du Faubourg Saint-Honoré, 75008; and ○ Deloitte & Associés, 185c avenue Charles de Gaulle, 92200 Neuilly-sur-Seine.

1.3. Shareholders

The Company Shares are listed on the regulated market Euronext Paris (compartment A - ISIN: FR0000184798). The Company is also a member of the SBF 120 index, which includes the 120 largest French stock market capitalisations.

At 30 April 2023, the share capital of the Company amounted to €80,867,313.75, divided into 64,693,851 fully subscribed and paid-up Shares with a nominal value of €1.25. On that date, on the basis of the information brought to the attention of the Company, the breakdown of the share capital and voting rights was as follows:

Shareholders	% of capital	% of exercisable voting rights
ORPEA Minority Shareholders' Association (A.D.A.M.O.)¹	5.52%	5.24%
Concert'O² (Mat Immo Beaune and	5.52%	5.24%

¹ On the basis of the declaration of crossing of thresholds of A.D.A.M.O. to the AMF on 18 April 2023 (223C0583), in which A.D.A.M.O. indicated that it had crossed the thresholds of 5% of the capital and voting rights of the Company and held, by assimilation, 3,570,733 Shares representing as many voting rights, i.e. 5.52% of the capital and 5.23% of the voting rights of the Company, specifying that "this crossing of thresholds results from the fact that approximately 500 shareholders of ORPEA have granted A.D.A.M.O. the possibility of freely exercising the voting rights attached to the shares they hold, without specific instructions (Article L 233-9 I, 8° of the Commercial Code), following the collection, by said association, from its members and certain shareholders of ORPEA, of powers for the purpose of (i) applying to the court, in accordance with Article L. 225-103 of the French Code de commerce, the appointment of an agent whose mission will be to convene a general meeting of ORPEA and (ii) to ensure the exercise of the voting rights of said shareholders at the general meeting to be convened. "

² On the basis of the declaration that Concert'O thresholds were crossed to the AMF on 27 October 2022 (222C2415), in which the concert composed of Nextstone Capital and Mat Immo Beaune declared that on 26 October 2022 it had crossed the threshold of 5% of the Company's

<i>Nextstone Capital)</i>		
Peugeot Invest Assets	5.04%	9.57%
Treasury Shares	0.12%	-
Floating	83.80%	79.95%
Total	100.00%	100.00%

1.4. Governance

ORPEA S.A. is a single-governance public limited company with a Board of Directors, which complies with the AFEP-MEDEF Code of Corporate Governance for listed companies. Its corporate officers are as follows:

Name and surname	Mandates
Guillaume Pepy	Chairman and Independent Director
Laurent Guillot	Chief Executive Officer and Director
Corine de Bilbao (independent), Isabelle Calvez (independent), Bernadette Danet-Chevallier (independent), Laure Duhot (independent), Mireille Faugère (independent), Peugeot Invest Assets/John Glen (independent), David Hale (independent), Olivier Lecomte (independent), Pascale Richetta (independent), Sophie Kalaidjian (employee representative) and Laurent Serris (employee representative)	Members of the Board of Directors, including 11 Independent Directors

1.5. Main accounting aggregates

The Group's business and profitability have developed as follows over the last four financial years³:

<i>In thousands of euro (K€)</i>	31.12.2022	31.12.2021	31.12.2020	31.12.2019
Turnover	4,680,899	4,298,574	3,922,392	3,740,215
Operating income	(4,272,162)	354,660	466,992	540,821
Result Before Taxation	(4,590,785)	105,763	210,333	325,869
Net Profit and Loss	(4,027,579)	66,861	159,299	232,768

capital and held 3,570,621 Shares representing as many voting rights, i.e. 5.52% of the capital and 4.60% (now corresponding to 5.24% of the voting rights, based on the number of voting rights exercisable at 30 April 2023) of the voting rights of the Company. In this declaration, the concert also specified that it was holding "(i) 996,256 ORPEA shares (taken into the holding by the assimilation referred to above) resulting from the holding of 6 "accumulator" contracts with physical settlement and relating to as many ORPEA shares, exercisable between 8 December 2022 and 15 March 2024, at unit prices per share between €13.03 and €18.61 (based on a delta of 1); and (ii) 508,120 ORPEA shares (taken into account in the holding by assimilation referred to above) resulting from the holding of a selling position under 8 put contracts with physical settlement and relating to as many ORPEA shares, exercisable between 18 August 2023 and 13 September 2024, at unit prices per share between €12.82 and €19 (based on a delta of 1)".

³ It is understood that the 2022 consolidated accounts for the financial year ending 31 December 2022 have not yet been approved by the general meeting of shareholders.

The Company's main financial aggregates for the last four financial years are as follows:

<i>In euro (K€)</i>	31.12.2022	31.12.2021	31.12.2020	31.12.2019
Turnover	1,045,899	1,026,727	965,501	943,201
Operating Income	(328,618)	(88,688)	31,017	76,382
Net Result Before Taxation	(3,133,011)	(50,567)	28,903	74,558
Net Profit and Loss	(3,477,069)	(51,626)	30,489	60,789

For the avoidance of doubt, it is specified that the President of the *Tribunal de commerce spécialisé de Nanterre* has authorised an extension of the deadline for the shareholders' meeting to approve the accounts for the financial year ending 31 December 2022 until 29 December 2023 by order dated 11 May 2023.

1.6. Employees

As on 31 December 2022, the Company had 13,926 employees.

As of 31 December 2022, the Group had 71,856 employees, including 27,719 employees in France.

1.7. Financial Debt

On the day before the Opening Judgment, the Company's financial debt consisted of the following:

		Nature / Principal amount (€)	Interests	Final Maturity Date	Security Interests / Liens	
Secured Debt	Facilities Agreement	Credit A1	700,000,000	4.000%	31 December 2023	Collateral granted in favour of the G6 Banks: <ul style="list-style-type: none"> ▪ new money privilege provided for by Article L. 611-11 of the French <i>Code de commerce</i>; ▪ First-Ranking Pledge on 100% of the shares of the ORESC 25 and CEECSH subsidiaries; and ▪ First-ranking Dailly Assignment of the Company's receivables resulting from intra-group loans financed by the drawdown of loans (excluding cash pooling).
		Credit A2/A3	600,000,000	4.000%	31 December 2025	
		Credit A4	200,000,000	3.500%	30 June 2023	
		Credit B	227,447,266.20	4.000%	31 December 2025	
		Total Credits A and B	1,727,447,266.20			
		Credit C1	1,258,504,582.23	5.000%	31 December 2026	Collateral granted in favour of the G6 Banks: <ul style="list-style-type: none"> ▪ First-Ranking Pledge on 100% of the shares of the ORESC 25 and CEECSH subsidiaries; and ▪ First-ranking Dailly Assignment of the Company's receivables resulting from intra-group loans financed by the drawdown of loans (excluding cash pooling).

		Nature / Principal amount (€)	Interests	Final Maturity Date	Security Interests / Liens
	Credit C2	241,495,417.77	5.000%	31 December 2026	<p>Collateral granted in favour of relevant bank creditors:</p> <ul style="list-style-type: none"> ▪ Second rank pledge on 100% of the shares of the ORESC 25 and CEECSH subsidiaries; and ▪ Second-ranking Dailly Assignment of the Company's receivables resulting from intra-group loans financed by the drawdown of credits. <p>Under the terms of the Subordination Agreement between Credit A, B and C1 lenders and Credit C2 lenders, Credit C2 lenders have undertaken to vote in the same way as Credit A, B and C1 lenders.</p>
	Total Credits A, B and C	3,227,447,266.20			
Lessors	Real Estate Leases (CBI)	4,832,652	n.a.	n.a.	Each CBI and CBM creditor retains ownership of the underlying lease asset until the option is exercised or the lease terms are fully paid.
	Movable Property Leases (CBM)	138,630,293	n.a.	n.a.	As the assets concerned are essential to the Company's business continuity, the lease instalments according to these contracts will be settled following usual contractual terms.
	Total leases	143,462,944			
Secured Credits	Mortgage Loans (EH)	29,558,257	n.a.	n.a.	Mortgages on the Company's operating real estate assets.
	Factor Financing (Factoring)	127,900,000	n.a.	n.a.	Dailly Assignment to the Banque Postale to discount claims held on the CPAM (Caisse Primaires d'Assurance Maladie, French national insurance fund).
	Bilateral Secured Loans (EB 1944 and EB 1945)	150,804	n.a.	n.a.	Loans secured by a pledge on the business of the Paul & Lisa Residence ⁴ .
	Deutsche Bank Loan	20,470,000	n.a.	4 December 2026	Loan secured by a deposit agreement under English law (equivalent to a cash collateral agreement) of an amount of €19,000,000.
	Total Secured Loans	178,079,061			

⁴Located at 45 All. des Sablettes, 31140 Launaguet, France.

		Nature / Principal amount (€)	Interests	Final Maturity Date	Security Interests / Liens	
	Secured Euro PP Bonds	Secured Euro PP Bonds (35%) (578 - EO 90ME - 2012)	31,500,000	5.250%	4 December 2026	Secured bonds for which the amounts for the repayment following the enforcement of the mortgage on the real estate relevant assets are capped at 35% of the amount of these bonds. As a result, each bondholder is secured for 35% of its claim and unsecured for 65% of its claim.
	Total Secured Debts		3,580,489,271.20			
Unsecured Debts	Unsecured Loans	Bilateral Loans	143,801,465	n.a.	n.a.	Unsecured
		Credit Lines (2049 - LC 30 ME - 2021 - T3)	11,417,824	1.10%	22 October 2024	
		Total Unsecured Bank Borrowings	155,219,289			
	Secured Euro PP Bonds	(Un)secured Euro PP Bonds (65%) (578 - EO 90ME - 2012)	58,500,000	5.250%	4 December 2026	Unsecured amount for 65% (€58.5M), the remainder being secured by mortgages capped at 35% of the principal amount.
	Unsecured Bonds	1113 - EO 50ME - 2017 (ISIN FR0013240827)	50,000,000	2.300%	6 March 2025	Unsecured
		1119 - EO 150ME - 2017 - EURO PP (ISIN FR0013262987)	150,000,000	2.1300%	3 July 2024	
		1231 - EO 63ME - 2017 (ISIN FR0013301942)	63,000,000	2.2000%	15 December 2024	
		1942- EO 40 ME – 2020 (ISIN FR0013481660)	40,000,000	3.0000%	11 August 2032	
		1968 - EO 77 ME – 2020 (ISIN FR0014000T41)	77,000,000	2.5640%	30 November 2027	
		1983 - EO 60 ME – 2020 (ISIN FR00140011S0)	60,000,000	2.7100%	18 December 2028	
1984 - EO 15 ME – 2020 (ISIN FR00140011R2)		15,000,000	3.0100%	18 December 2030		
2007- EO 60 ME – 2021 (ISIN FR0014003P42)	60,000,000	2.7500%	3 June 2033			

		Nature / Principal amount (€)	Interests	Final Maturity Date	Security Interests / Liens	
		2036 - EO 48 ME – 2021 (ISIN FR0014004Y16)	48,000,000	2.0000%	9 August 2029	
		2056- EO 37.5 ME – 2021 (ISIN FR0014006MC2)	37,500,000	3.0000%	25 November 2041	
		841A - EO 20ME - 2015 (ISIN FR0013080173)	20,000,000	2.5680%	22 December 2022	
		841B - EO 6ME - 2015 (ISIN FR0013080207)	6,000,000	3.1440%	22 December 2025	
		841C- EO 13ME – 2015 (ISIN FR0013080207)	13,000,000	3.1440%	22 December 2025	
		1306-EO 400ME-2018 (ISIN FR0013322187)	400,000,000	2.6250%	10 March 2025	
		2000- EO 500 ME -2021 <i>(Green & Social Bonds)</i> (ISIN FR0014002O10)	500,000,000	2.0000%	1st April 2028	
		TOTAL Unsecured Bonds	1,598,000,000			
OCEANE		Convertible Bonds <i>(OCEANE - 1607 - EO - 500 ME - 2019)</i>	499,999,959	0.3750%	17 May 2027	Unsecured
Schuldchein		Total Namensschuldverschreibung Loans (NSV)	90,000,000			Unsecured
		Total Schuldscheindarlehen Loans (SSD)	1,479,500,000			
		Total NSV and SSD Loans	1,569,500,000			
Total Unsecured Debts		3,822,719,247				
TOTAL Secured and Unsecured Debts		7,403,208,519.20				

Pursuant to an information notice sent by the Company on 7 March 2023, OCEANE holders were informed of the consequences of the exercise of their option to convert into new or existing Shares, in accordance with Article 2.3 of the terms and conditions of OCEANE, prior to the opening of the Accelerated Safeguard Proceedings. In this respect, they were reminded that the exercise of their instruments would result in the delivery of Shares which would therefore not allow them, as shareholders, to access to the Agreement (as this term is defined in Section 2.3.1 of Part II) (reserved for Unsecured Creditors only) and to benefit from the conditions of the Settlement of Unsecured Debts.

It is specified that with the exception of OCEANE, there are no other securities giving access to the share capital of the Company.

1.8. Fiscal and Social Debt

At the date of the Opening Judgment, the Company's tax and social liabilities were broken down as follows:

- for the adjustment of corporate income tax claims due by certain subsidiaries of the Company: some Group companies have been subject to audit procedures which have resulted in the regularisation of amounts relating to tax claims on these companies. These sums amount to €4,356,102 and are owed by LES MATINES, CLINEA and SARL 96 but will be paid by the Company in its capacity as head of the tax consolidation group.

The details of this tax claim are shown in the table below:

<u>Société redressée</u>	<u>Année concernée par la rectification</u>	<u>Impôt concerné</u>	<u>Montant d'impôt</u>	<u>Intérêts de retard</u>	<u>Total dû</u>	<u>Débiteur légal</u>
Clinea	2019	IS	1,205,167	-	1,205,167	Orpea
SARL 96	2019	IS	2,261,307	101,307	2,362,614	Orpea
Les Matines	2019	IS	754,090	34,231	788,321	Orpea

For the avoidance of doubt, it is specified that ORPEA S.A. has agreed to pay these amounts in order to put an end to the audit procedure (procedure known as L. 62 LPF) (the “**Tax Adjustment Claim**”);

- for ongoing tax audits for previous years at the level of ORPEA S.A. and certain of its subsidiaries that are members of the tax group: ORPEA S.A. and some of its subsidiaries that are members of the tax group are subject to verification procedures. These potential claims constitute “**Provisional Tax Adjustment Claims**”;
- for claims relating to public grants awarded by the State to the Group: in a press release dated 22 November 2022, the Company acknowledged the existence of a debt to the Caisse Nationale de Solidarité pour l’Autonomie (the “**CNSA**”) of up to a maximum of €55.8 million (the “**CNSA Claim**”); and
- for tax and social security liabilities (only the employer portion) constituted until the day before the opening judgment of the Accelerated Safeguard Proceedings (the “**Tax and Social Claims as of the Opening**”): it is specified that the amounts of each of these Tax and Social Claims as of the Opening included in the list of claims filed with the registry by the Company were indicative so that they are likely to be subject to adjustments with regard to the filing of proof of claims made, where applicable, by each relevant creditor.

2. Origin of the difficulties of the Company prior to the opening of the Accelerated Safeguard Proceedings

2.1. Initial difficulties leading to the opening of the first conciliation procedure

2.1.1. Summary of initial difficulties in the first half of 2022

On 22 January 2022, a book was published alleging, among other things, abuse in the care of elderly residents in some of the Group's establishments and rationing of hygiene care and food due, in particular, to insufficient staff in the residences.

These allegations were quickly picked up by the entire national press, with the following consequences in particular:

- an immediate and significant deterioration in the Company's stock market performance;
- the launch of a double administrative investigation, accompanied by a series of controls by regional health agencies;
- identified very short-term liquidity needs given the Company's debt structure; and
- the occurrence of risks in the context of the certification of the Company's financial statements for the year ending 31 December 2021 by its statutory auditors.

The Group had then to face to a drying up of new financing that it could raise from its financial partners, a closing of its access to financial markets and a slowdown in the rate of disposal of its real estate assets. In addition to these effects, the total amount of financial debt maturing before 31 December 2022 amounted to more than €1.56 billion. In addition to this significant amount of debt (the financial leverage amounted to 11.6x at 31 December 2021), there was the problem of managing a number of different financial counterparties which is totally exceptional for a group of this size.

It is in this context that the Company, which was facing an imminent liquidity crisis, and taking into account the operational consequences that would have resulted from the opening of regular Safeguard Proceedings for an operating company managing more than 220 establishments and its Subsidiaries in France, found itself obliged to negotiate emergency financing that could be backed by the Group's assets.

2.1.2. Opening and conduct of the first conciliation procedure

In order to organise a framework for confidential negotiations, a conciliation procedure was opened at the request of the Company by order of the President of the *Tribunal de commerce spécialisé de Nanterre* dated 20 April 2022, under the terms of which SELARL FHB, in the person of *Maître Hélène Bourbouloux*, was appointed as the Company's conciliator for a period of four (4) months, i.e. until 20 August 2022.

In the context of this procedure, a conciliation agreement formalised the term sheet on 3 June 2022 between the Company, some of its Subsidiaries and the G6 Banks (the “**Conciliation Agreement**”) which was sanctioned (*homologué*) on 10 June 2022 by the *Tribunal de commerce spécialisé de Nanterre*.

The related Facilities Agreement was signed on 13 June 2022 (the “**Facilities Agreement**”), under the terms of which the Company was able to benefit from the provision of several credits as summarised below (the **Credits**):

	Credit A1	Credits A2/A3	Credit A4	Credit B	Credit C1/C2
Purpose	To finance or refinance, directly or indirectly, (i) the general corporate purposes of the Group (including, without limitation, debt service and capital expenditure) and (ii) all fees, costs and expenses relating to the Facilities Agreement.			(i) to finance or refinance, directly or indirectly, the principal instalments in respect of the second half of 2022 of the Group's existing unsecured financings granted by the lenders or their affiliates with financing not secured by in rem security (ii) or to finance all fees,	directly or indirectly, (i) refinance any of the Group's existing bank financing (excluding any bond financing or SSD/NSV loan type) of the Group which is not secured by in rem security and (ii) finance all related

				costs and expenses relating to the credits	fees, costs and expenses ⁵ .
Maximum Amount in Principal	€ 700,000,000	€ 600,000,000	€ 200,000,000	€ 229,389,198.48	A maximum of €1,500,000,000
Amortization profile	<i>Bullet</i>	€ 100M at 30/06/2024 € 100M at 31/12/2024 € 100M at 30/06/2025 the balance at 31/12/2025	<i>Bullet</i>	<i>Bullet</i>	<i>Bullet</i>
Drawdown	Two maximum	Two (Credit A2 and Credit A3)	Unique	Based on the principal maturities to be refinanced	Provided for in the Facilities Agreement
Final Maturity Date	31 December 2023 ⁶	31 December 2025	30 June 2023	31 December 2025	31 December 2026
Availability Period	Effective Date and until 30 September 2022	Credit A2: 1st to 30 September 2022 Credit A3: Effective Date until 31 December 2022	Effective Date and until 31 December 2022	Effective Date and until 31 December 2022	Effective Date and until 31 December 2022
Annual Margin	4.00 % ⁷	4.00 %	3.50 % ⁸	4.00 %	5.00%
Securities and Guarantees	Security interests and new money privilege under Article L. 611-11 C.com; First-Ranking Pledges under Luxembourg law on 100% of the shares of ORESC 25 S.A. and 100% of the shares of Central & Eastern Care Services Holding ("CEECSH") (the "Pledges") as well as a Dailly assignment of intra-group loans and shareholder's current account advances (other than in respect of any cash pooling) financed by the drawdowns on the relevant loans (the "Daily Assignment").				(i) First-Ranking Pledges according to the same scope as the Pledges guaranteeing Credits A and B for the G6 Banks and their affiliates, participating in the Credit C1 (ii) Second ranking pledges for third party bank creditors participating only in Credit C2.

As a guarantee for the repayment of the sums due under the Facilities Agreement, the Company has undertaken in particular:

- to grant a certain number of securities and guarantees in return for the financing granted by the G6 Banks, including the new money privilege referred to in Article L. 611-11 of the French *Code de commerce* for Credits A and Credit B, as well as, for Credits A, B and C, Pledges and Dailly Assignment;
- (i) to implement a disposal program of operating assets for a minimum cumulative amount of net proceeds from disposals of €1 billion and to allocate as a priority the net proceeds from disposals of operating assets that it will receive, within the limit of a cumulative amount of €1.2 billion for the repayment of Credit A1, Credit A2/A3 and Credit B and (ii) dispose of real estate

⁵ It being specified that priority had been given to the G6 Banks for the provision of these credits (C1).

⁶ With the possibility of an extension of a further 6 months at the Company's discretion subject only to the submission of one or more indicative purchase offers for operating assets for a minimum amount of € 1,000,000,000 of net disposal proceeds.

⁷ Increased by 2.00% from 1st January 2024.

⁸ Increased by 1.00% from 1st July 2023.

assets for a cumulative gross amount of €2 billion by the end of 2025, including at least €1 billion (excluding rights) by the end of 2023, the net proceeds of which would be used to repay Credit A4, Credit A2/A3 and Credit B;

- to allocate certain net proceeds from sales and subscriptions to the mandatory early repayment of financing granted by the G6 Banks in a limited number of cases⁹ and
- maintain a minimum consolidated Group cash level of €300 million tested quarterly from 30 June 2023.

In addition to these financial undertakings, the Company carried out legal reorganisations to enable the G6 Banks to take these securities which have since been implemented.

The provision of the Facilities Agreement in accordance with the terms of the Conciliation Agreement has therefore enabled the Company:

- to respond to its urgent financing need with the support of the G6 Banks and this, in a very limited time, in consideration of the implementation of a disposal program (as described above), it being specified that at the time of the signature of the Conciliation Agreement, the Company had already initiated various disposal processes; and
- to comply with the contractual instalments of its creditors, including the Unsecured Creditors, and those of its Subsidiaries from the sanctioning judgment (jugement d'homologation) of the Conciliation Agreement until 1st December 2022, the date on which the Company stopped repaying the principal instalments of the Unsecured Debt to preserve its cash flow in anticipation of a liquidity crisis in the second quarter of 2023, according to the Company's management forecasts at that date.

2.2. New difficulties leading to the opening of the second conciliation procedure

2.2.1. New difficulties encountered in the second half of 2022

As of the second quarter of 2022, the Company has been in advanced negotiations with various real estate investors in line with its firm commitment to complete its disposal programme.

However, due to the unfavourable evolution of the economic context, the Company was confronted with the following events in the second half of 2022:

- a real estate market that has slowed down sharply in a context marked by rising interest rates and tighter conditions for access to financing, reducing the appetite of investors;
- a deterioration in the perception of the Company's financial strength, which made it difficult or impossible to carry out sale and leaseback transactions;
- a drastic reduction in margins due to the substantial increase in purchasing costs and energy expenses related to a global inflationary context;
- a deteriorated operational performance related to a drop in its occupancy rate due to a weakened reputation; and
- a significant projected impairment of the Company's real estate and intangible assets resulting in risks to certain Financial Ratios (as defined below) included in some of the Group's debt financial documentation⁹.

⁹ According to the Company's press release dated 12 May 2023: "*The 2022 consolidated financial statements include a significant impairment of the value of the assets recorded in the balance sheet. The latter results from asset impairments affecting the income statement in the amount*"

In these circumstances, the Company suffered from the delay in the timing of the disposal programs, as their implementation according to the agreed timetable and conditions was compromised. This led the Company to anticipate a need for short-term liquidity (by 2023) and to estimate its financing requirement by 2025 at nearly €5.3 billion.

Also, these events have led to an increase in the Company's debt ratio, even though the Company is required to comply with strict financial ratios under certain financing documents. The financial ratios concerned are as follows:

- the **R1 Ratio** corresponds to:
$$\frac{\text{Consolidated Net}^{10} \text{ Financial Debt [excluding real estate debt]}}{\text{EBITDA}^{11} \text{ excluding IFRS 16 consolidated} - 6\% \times \text{net real estate debt}}$$
- the **R2 Ratio** corresponds to:
$$\frac{\text{Consolidated Net Financial Debt}}{\text{equity} + \text{quasi-equity}^{12}}$$

The applicable contractual limits are 5.5 for the R1 Ratio and 2.0 for the R2 Ratio

(together or alternatively, the “**R1/R2 Ratios**” or “**Financial Ratios**”).

Non-compliance with these Financial Ratios is a trigger event for the early repayment and/or potential acceleration of certain financings.

Given the downward revision of the profitability forecasts of the Company's management, combined with those of depreciation of assets in the accounts and the difficulties encountered in carrying out the disposal programs, an unsustainable balance sheet structure in the future, high liquidity tensions, default risks on certain facilities agreement covenants, and the complexity of its financial structure, the Company asked the President of the *Tribunal de commerce spécialisé de Nanterre* to open a second conciliation procedure.

2.2.2. Opening and conduct of the second conciliation procedure

By order dated 25 October 2022, the President of the *Tribunal de commerce spécialisé de Nanterre* opened a second conciliation procedure and appointed SELARL FHB, in the person of *Maître Hélène Bourbouloux*, in her capacity as conciliator (the **Conciliator**) with the task, for a period of four (4) months, of assisting the Company:

- *"in its discussions and negotiations with its main partners and financial creditors, including the main relevant banking groups;*
- *in its discussions and negotiations with its main shareholders for the purpose of strengthening its equity;*
- *in the drafting of one or more agreement protocol(s) and acts that will enshrine the adopted solutions;*

of € 3.8 billion and a change in accounting method applied to real estate complexes recognised under IAS 16 in the amount of € 1.9 billion (excluding tax), which was directly deducted from equity. This change of method was implemented in order to make ORPEA's accounts more comparable with those of companies with the same activity and consisted in restating the real estate assets at historical cost and no longer at revalued value (optional method of IAS 16). This total write-down of € 5.7bn is in line with the forecast communicated on 21 December 2022. The impairments recorded are mainly the result of the value tests carried out on the basis of the business plans of each establishment drawn up as part of the strategic review carried out during the second half of the year. "

¹⁰ Long-term and short-term financial debt - Cash and marketable securities

¹¹ Current operating income before net depreciation and amortisation, including provisions for external expenses and personnel expenses.

¹² *i.e.* deferred taxes and liabilities related to the valuation of operating intangibles under IFRS in the consolidated accounts.

- *more generally, in the search for any solution and the conclusion of any agreement with its shareholders, creditors, contracting partners and any interested third party, likely to ensure the sustainability of its activity and the maintenance of employment. "*

The opening of this second conciliation procedure was announced to the market the following day, in a press release dated 26 October 2022, with the stated objective of is "*to achieve a sustainable financial structure by drastically reducing its indebtedness and securing the liquidity necessary to continue its business*".

The Company also announced on that occasion that it would enter into negotiations with its financial creditors with a view to (i) restructuring its financial debt, (ii) seeking new financial resources and (iii) requesting, if necessary, the adjustment of its Financial Ratios. It also indicated that "*at this point, options under consideration include equity conversion of ORPEA S.A's unsecured debt, amounting €4.3 billion, amendment of the "R1" and "R2" financial covenants contained in multiple financing agreements not impacted by the conversion of debt into equity, and certain modifications to existing secured debt to facilitate the injection of new sources of financing, notably in the form of new secured debt on assets of the group free of any security interests and capital increase*".

In this context, the actions taken by the Company, with the assistance of the Conciliator, focused on identifying a solution to finance its plan and restructure its existing indebtedness on the basis of a refoundation plan as presented to the market on 15 November 2022 by the management of the Company (which is set out in **Schedule 3**, the "**Refoundation Plan**", including the November 2022 Business Plan).

(a) *Presentation of the Refoundation Plan and the main terms of the planned Restructuring Proposal*

In a press release dated 15 November 2022, the Company announced to the market the terms of its Refoundation Plan, the main objectives of which are:

- (i). to improve operational performance (i.e. 9% annual growth in turnover by 2025 and an EBITDAR margin of over 20% in 2025 for an estimated EBITDA excluding IFRS 16 of €745 million (12.2%) in 2025);
- (ii). to implement a new real estate holding strategy (with potential asset disposals as soon as conditions permit) and refocus on the newly determined geographical scope (restructuring or disposal of countries where the Group does not have an attractive position); and
- (iii). to regain a sustainable financial structure.

On the same day, the Company also held its first meeting with its Unsecured Creditors during which the Company presented its restructuring proposal. On the basis of the November 2022 Business Plan presented by the new management, this proposal is based on the following principles:

- (i). the conversion into equity (or their reimbursement in the event that the Existing Shareholders exercise their preferential subscription rights) of all the claims held by the Company's Unsecured Creditors, totalling nearly €3.8 billion, in the context of a first Rights Issue guaranteed by the Company's Unsecured Creditors (the "**Settlement of Unsecured Debts**");
- (ii). the injection of new liquidity for an amount of between € 1.9 and € 2.1 billion, of which: (a) debt financing supported by collateral of a principal amount of €600 million (the "**New Money Financing**") and (b) cash equity in the amount of between €1.3 and €1.5 billion in capital increase transactions (the "**New Money Capital Increase(s)**"); and
- (iii). the amendment of the documentation provided for in the Facilities Agreement of June 2022 with (a) an extension of the maturity, (b) a reduction of the margin, and (c) an adjustment of

the early repayment events relating to the disposal of real estate and operating assets (together the “**Amendment to the Facilities Agreement of June 2022**”).

The Settlement of Unsecured Debts, the New Money Financing, the New Money Capital Increases and the Amendment to the Facilities Agreement of June 2022 together constitute the “**Restructuring Proposal**” which will enable the Company to meet its liquidity needs amounting to almost €5.7 billion identified by 2025.

To ensure the implementation of this Restructuring Proposal, the Company also announced that it would seek an adjustment to its Financial Ratios contained in multiple financing agreements not affected by the Settlement of Unsecured Debt and any other necessary amendments.

(b) *Discussions with creditors affected by the Restructuring Proposal*

– **Discussions with financial creditors**

Following the meeting to present the Restructuring Proposal on 15 November 2022, discussions were initiated with all the Company's financial creditors. Due to the high number of Unsecured Creditors of the Company (over 700 lines) as well as the need to maintain confidentiality in these discussions considering the accession to the negotiation of Shares and of some securities issued by the Company on regulated markets, the Company indicated in its press release dated 26 October 2022 that the Conciliator had called on the creditors to organise themselves, which led to the emergence of several groups of secured and unsecured creditors.

Subsequently, regular information meetings were organised by the Company, accompanied by the Conciliator, for the benefit of all the Unsecured Creditors identified and having accepted to be part of the confidential conciliation procedure. In addition, the Company and its advisors have held numerous one-on-one meetings at the request of Unsecured Creditors to enable the Company to best address their concerns.

These same creditors had immediate access to a data room containing the information necessary to understand the Restructuring Proposal, including:

- an independent business review (“**IBR**”) prepared by Eight Advisory dated 15 November 2022;
- a strategic IBR prepared by Advancy dated 15 November 2022;
- an IBR of the market prepared by Advancy;
- access to the various materials presented at the information meetings organised for the benefit of all Unsecured Creditors who have justified their holding of Unsecured Debt; and
- the answers to the open Q&A at these meetings.

Following these announcements and the implementation of the information sharing system, a number of or groups of Unsecured Creditors approached the Company or the Conciliator.

As early as 15 November 2022, the Company also informed all of its Unsecured Creditors and the G6 Banks that it was actively seeking financing (600 million in additional debt and between 1.3 and 1.5 billion in equity) within a time frame constrained by its short-term liquidity needs, planned in its Restructuring Proposal.

It is in this context that a number of meetings were organised with the most representative groups of creditors likely to respond favourably to the Restructuring Proposal, namely:

- the G6 Banks :

This group is composed of the G6 Banks, secured creditors under Credits A, B and C1 of the Facilities Agreement of June 2022 in accordance with the Conciliation Agreement. At the date of the Opening Judgment, this group of creditors represented a debt at the level of the Company of €3 billion;

- the SteerCo:

In view of the very large number of Unsecured Creditors, the Company immediately invited them to get organised and to gather together, to enable it to discuss with a representative number of its creditors, while controlling the communication of information that could constitute Inside Information.

In this context, a group of five institutions (Anchorage Capital Group, Boussard & Gavaudan, Carmignac, Eiffel Investment Group and Schelcher Prince Gestion) (the “**SteerCo**”), with significant exposure, familiarity with complex restructuring procedures and French-speaking representatives, organised and coordinated a group of Unsecured Creditors.

SteerCo members represent the various sensitivities of the holders of Unsecured Debts (par holders or alternative debt funds), and between them held around €687 million of debt as of 10 March 2023.

- the Unsecured Creditors Group coordinated by the SteerCo:

This group is composed of about 50 institutions of various types (including historical creditors and creditors who bought debt on the secondary market, as well as some provident institutions, mutual insurance companies, insurance companies, etc.) holding bond claims (including bonds (*obligations sèches*), Euro PP and OCEANE) as well as claims resulting from German law financing (*Schuldscheindarlehen*).

At the level of the Company, this group represented an amount of debt as of 10 March 2023 of approximately €1.5 billion¹³ (corresponding to approximately 40% of the Company's Unsecured Debt).

This group was coordinated by the SteerCo during the second conciliation procedure.

In addition, a number of meetings were held with other groups of Unsecured Creditors, including a group of Unsecured Creditors represented by DC Advisory: this group consists of SSD Loans Unsecured Creditors which are Asian banks representing, to the Company's knowledge, approximately €500 million of Unsecured Debt at the date of the Opening Judgment.

Finally, numerous meetings were organised with creditors who were not members of any of these groups to keep the channels of communication with the Company open and to allow the Company to explain precisely the proposal made in its Restructuring Proposal, supported by the financial elements shared in the data room.

Thus, during the second conciliation procedure, meetings with Unsecured Creditors took place in three main formats:

- plenary meetings addressed to all Unsecured Creditors: these meetings were held with all the Unsecured Creditors, as the Company wishes to favour a consensual restructuring solution that meets the agreement of all the financial creditors affected by the Restructuring Proposal. Where

¹³ This includes the Unsecured Debt holdings of the SteerCo members.

appropriate, it is noted that the Company has endeavoured to respond in writing to all questions (via a Q&A in the Data Room) raised by the Company's financial creditors during these meetings;

- multilateral meetings with the above-mentioned representative groups: many meetings were held with all the representative groups of Unsecured Creditors; and
- individual meetings: these meetings were held on a case-by-case basis at the request of the creditors concerned in the event that they approached the Company, or with creditors who had not joined any group, whether they were a bank creditor, bondholder or SSD holder.

The Company has taken care throughout the conciliation process to give time to all financial creditors who wished to do so.

– **Discussions with tax and social security creditors**

The Company has also initiated a number of meetings with the CNSA, in order to reach an agreement regarding the CNSA Claim of €55.8 million. In addition, and with a view to adjusting the payment instalments for the Privileged Tax and Social Claims, the Company initiated discussions under the aegis of the Conciliator with the DGE (Direction des Grandes Entreprises, French Directorate of large entities) and the other administrations concerned.

(c) *Process for finding new money investors*

From 15 November 2022 and in parallel with the launch of discussions with its Unsecured Creditors, the Company invited all of its financial creditors wishing to participate in new equity and debt contributions to come forward to have access to the required information. In this respect, the presentation dated 15 November 2022 to the Company's Unsecured Creditors detailed the cash contributions sought as well as the precise timetable for the bidding process. In this respect, two processes were conducted in parallel:

- (i) a process for finding New Money Financing for a principal amount of €600,000,000 via secured financing; and
- (ii) a process to find investors for an equity injection of between €1,300,000,000 and €1,500,000,000.

– **Search for investors for the implementation of the New Money Financing**

In this context, the Company invited all its unsecured financial creditors as well as third party investors to submit an offer that met its specifications, it being understood that while third party investors were also approached, on equivalent terms, priority was given to the Company's creditors.

The timetable set by the Company was as follows:

- the indicative offers were due by 7 December 2022;
- final bids were to be submitted by the end of December 2022; and
- a firm and irrevocable undertaking was to be made in mid-January 2023 and availability was planned in February 2023.

Following the deadline for receipt of indicative offers, the Company received four (non-firm) proposals (excluding the G6 Banks): one from the SteerCo members and three from third party investors.

It emerged that only the SteerCo members' proposal offered to provide the requested €600 million, but on onerous financial terms. With regard to third-party investors, one of the proposals reached €600 million but only €300 million of that amount was likely to be drawn before the completion of

the capital increases, which the Company could not accept due to its cash flow situation. The other bids fell short of the €600 million requested.

Due to the parallel discussions with the SteerCo and the Consortium (discussed below) - which resulted in the Term Sheet (as this term is defined in Section 2.3.1 of Part II) which was conditional on the provision of bank financing at a lower cost - the Company turned to the G6 Banks to arrange New Money Financing on the terms set out in its specifications and with whom it then discussed the terms and conditions of this new financing.

It is in this context that the Company managed to conclude a Term Sheet with the G6 Banks on a New Money Financing on more advantageous terms (both in terms of quantum, margin and level of complexity) allowing it to meet (i) its liquidity needs within a restricted time frame and (ii) the conditions required by the investors participating in the equity injection in the framework of the New Money Capital Increase (new money equity research process as described above).

– **Search for investors for the needs of the New Money Capital Increase**

From 15 November 2022, the Company had indicated the terms of this equity injection, which would be implemented through two consecutive capital increases, the terms of which were still open to discussion.

The timetable set by the Company was as follows:

- indicative offers were expected by 15 December 2022; and
- final bids were due on 15 January 2023.

In this context, the Caisse des dépôts et consignations (the “**CDC**”) together with other institutional investors (CNP Assurances, MAIF and MACSF), forming the “**Consortium**”, submitted a fully funded proposal for an equity injection of approximately €1.3 billion. This proposal also offered the possibility to the Unsecured Creditors (including SteerCo members) to also participate in the New Money Capital Increases in order to make available the €1.55 billion required by the Company.

Several financial creditors as well as the SteerCo have subsequently expressed their interest in participating in the New Money Capital Increase. In particular, the SteerCo expressed its wish to participate in the New Money Capital Increases, including, if applicable, jointly with the Consortium.

On the basis of the Consortium's proposal, discussions were therefore initiated between the Company, the SteerCo and the Consortium with a view to defining the terms and conditions of the equity injection sought and the correlative conditions of conversion of the Unsecured Debt into equity, the equity injection being the determining component of the planned Restructuring.

Although the initial discussions failed, the Company, with the assistance of the Conciliator, endeavoured to reconcile the expectations of each party in order to reach final compromises. Such an agreement had become essential for the Company in view of:

- the absence of a financed alternative and the catastrophic consequences of a lack of agreement for the Company, which would have been forced to seek the opening of regular safeguard proceedings, seriously affecting operations and whose effects would have been disastrous for the company and its stakeholders insofar as ORPEA S.A. is an operational company managing more than 220 establishments and employing almost 14,000 people (and around 70,000 at global level); and
- the value to the Group of having CDC as shareholder and the other Consortium members as long-term investors who embody stability and whose missions are consistent with that of the Group.

Continued discussions between the SteerCo and the Consortium led to an agreement on 1st February 2023 that cover the Company's new money needs amounting to €1.5 billion.

This agreement (formalised within the Term Sheet and then reiterated in the Lock-Up Agreement - these terms being defined in Section 2.3.1 of Part II) was conditional on an agreement of the G6 Banks on the provision of New Money Financing at a market price as well as a restructuring of the Facilities Agreement of June 2022.

Following the announcement of this agreement in principle, new offers were submitted, which were not financed and were also incompatible with the Company's cash flow constraints.

In parallel to these negotiations, measures were taken to secure the Group's cash position and thus have the time necessary to reach an agreement.

(d) *Actions and measures taken during the second conciliation procedure*

In order to secure the Company's cash flow, the Conciliator has requested, in cooperation with the Company, the suspension of the payment of the principal instalments of the Unsecured Debt from 1st December 2022 until the end of the second conciliation procedure. These deadlines were subsequently postponed, either amicably or, failing that, judicially, pursuant to Article L. 611-7 of the Commercial Code.

In addition, following the sanction (*homologation*) of the Conciliation Agreement, the Company requested the following:

- (i). in the third quarter of 2022, the drawdown of the optional tranches of Credits C1 and C2 in accordance with the provisions of the Conciliation Agreement having become final and having the effect of reducing the amount of the Company's Unsecured Debt from approximately €4.3 billion to approximately €3.8 billion via the refinancing of bank loans maturing by a long-term syndicated loan whose maturity was extended to December 2026. The subscription to Credit C2 was opened within a certain limit of amount to the Company's third party bank creditors following the subscription of the optional tranche C1 by the G6 Banks (it being understood that the maximum cumulative amount in principal of Credits C1 and C2 is €1.5 billion).

For the avoidance of doubt, it is specified that the provision of these Credits C1 and C2 results from the application of the Conciliation Agreement approved by the *Tribunal de commerce spécialisé de Nanterre*, having enabled the Company:

- to obtain from the G6 Banks and within particularly constrained deadlines (given the extremely tense cash flow situation which the Company was in) a massive cash contribution - of more than €1.7 billion in principal - to enable the Group to meet its financing needs, in return for the negotiation of the implementation of Credits C; and
 - through such refinancing of a maximum principal amount of €1.5 billion, significantly extend the maturity of the relevant Unsecured Debt (until December 2026) to ensure and improve the Company's liquidity (and therefore solvency) over an extended period.
- (ii). the drawdown of Credit A4 for a principal amount of €200 million which the G6 Banks made available to the Company at the end of December 2022.

These actions made it possible to postpone the cash flow shortfall to May-June 2023, allowing the necessary time to finalise the ongoing discussions.

As the initial four-month duration of the second conciliation procedure also came to an end on 25 February 2023, the second conciliation procedure was extended at the request of the Conciliator for an additional one-month period in accordance with Article L. 611-6 paragraph 2 of the French *Code de commerce*, it being understood that the total duration of the conciliation procedure did not exceed five (5) months. This request for extension was authorised by the President of the *Tribunal de commerce spécialisé de Nanterre* following an order dated 21 February 2023.

This additional month thus allowed (i) a number of Unsecured Creditors wishing to access to the Lock-Up Agreement (as defined below) to be able to do so, but also the Company, (ii) to finalise negotiations with the G6 Banks and conclude the Agreement Protocol (as this term is defined below) in order to set up the New Money Financing and to provide for the Amendment of the Facilities Agreement of June 2022 (as adjusted in the Agreement Protocol) and (iii) to finalise negotiations with the Company's tax and social creditors as well as with the CNSA.

2.3. Obtaining new money injection agreements formalising the sufficiently broad support of the Company's financial creditors (secured and unsecured) for the Restructuring Proposal

It is in this context, and with a view to the opening of Accelerated Safeguard Proceedings, that the Company has managed to conclude (a) the Term Sheet and the Lock-Up Agreement with the SteerCo and the Consortium which determine the terms and conditions of the New Money Capital Increases within the Company, as well as the terms and conditions related to a Settlement of Unsecured Debt, and (b) an Agreement Protocol with the G6 Banks for Credits A, B and C of the Facilities Agreement of June 2022 with two term sheets which set out the terms and conditions of the New Money Financing (the “**New Money Financing Terms and Conditions**”) as well as the terms and conditions related to the Amendment to the Facilities Agreement of June 2022.

In addition, the Company has received the agreement of the CNSA and the relevant tax and social creditors to the restructuring proposals made in its Restructuring Proposal.

2.3.1. Conclusion of a Term Sheet and of a Lock-Up Agreement between the Company, the Consortium and the SteerCo, and accession of the Unsecured Creditors to this Lock-Up Agreement

Under the aegis of the Conciliator, the Company announced that it had reached an agreement on 1st February 2023 on the main terms and conditions of the Restructuring Proposal required for the implementation of the Restructuring and its Refoundation Plan, including its resulting November 2022 Business Plan¹⁴, between the Company, the Consortium and the SteerCo, which was concluded on 3 February 2023 (the “**Term Sheet**”).

This Term Sheet meets the Company's objectives to achieve a sustainable financial structure and to finance its Refoundation Plan, through:

- the Settlement of Unsecured Debts, corresponding to a decrease of the gross debt of the Group by approximately €3.8 billion, via an initial Rights Issue for Existing Shareholders, the cash proceeds of which would be allocated to the repayment of the Unsecured Debts (on a pro rata basis), guaranteed by all Unsecured Creditors who subscribe to it, if applicable, by way of set-off against their existing claims; and
- New Money Capital Increases amounting to a total amount of €1.55 billion, via two capital increases, the terms of which are described in more detail below (Section 3.1.1 of Part III):
 - the Consortium's Capital Increase would be subscribed by the Consortium up to €1.159 billion, it being specified that the Consortium has undertaken to subscribe to it until the Long-Stop Date; and

¹⁴ It being specified that an Updated November 2022 Business Plan, as described in Section 4.1 of Part III, has recently been prepared by the management and circulated to the market by the Company by press release dated 12 May 2023.

- the Rights Issue will be offered for subscription to all of the Company's shareholders, namely:
 - to the Consortium, for an amount of €196.4 million, it being specified that it has undertaken to subscribe in full until the Long-Stop Date (the “**Consortium Subscription Commitment**”); and
 - to the Unsecured Creditors (in their capacity as new converted shareholders) and the Existing Shareholders, for an amount of €195 million, it being specified that the SteerCo has undertaken to subscribe the shares offered to the subscription of the latter and which would remain unsubscribed within the limit of €195 million (the “**Backstop Commitment**”).

These equity transactions should enable the Consortium to reach a 50.185% stake in the Company's capital (on a fully diluted basis) at the end of the Restructuring, reaching this holding threshold being a key objective of the Consortium's investment in the Company.

The Backstop Commitment and the Consortium Subscription Commitment are remunerated in accordance with the terms and conditions of the Term Sheet by the issuance of Warrants or, if applicable, the payment of the Guarantee Fee.

This Term Sheet was reiterated in the context of the signature of a so-called "lock-up" agreement on 14 February 2023 (the “**Lock-Up Agreement**”) between the Company, the Consortium and the SteerCo.

All Unsecured Creditors have been invited to access to the Lock-Up Agreement, under which they undertake, inter alia, to (i) retain their Unsecured Debt (or assign it under certain conditions) (ii) respond favourably to any waiver requests made by the Company, as mentioned in the Lock-Up Agreement, and (iii) support the Restructuring of the Company, and in particular to vote in favour of the Draft Accelerated Safeguard Plan, the content of which is in accordance with the provisions of the Lock-Up Agreement.

It is specified that the Lock-Up Agreement provides that:

- in consideration of the undertakings of the Unsecured Creditors (including the SteerCo members), in particular in respect of their undertaking to support the Draft Accelerated Safeguard Plan of the Company and the limitations on the transfer of the Unsecured Debt referred to, the latter will, upon acceptance of the terms and conditions of the Lock-Up Agreement by 5.00 pm on 10 March 2023, be paid an accession fee of 75 basis points of the amount of Unsecured Debt held by them (the “**Accession Fee**”). This fee will be paid in cash by the Company within five (5) business days following the settlement date of the Consortium Capital Increase; and
- in consideration for the time and effort expended by the SteerCo members for their role in coordinating a representative pool of the Company's Unsecured Creditors and in negotiating and structuring the terms and conditions set out in the Term Sheet and the Lock-Up Agreement, the SteerCo members will receive a coordination fee of €5 million paid in cash by the Company on the Restructuring Effective Date (the “**Coordination Fee**”).

As of 10 March 2023, the deadline for benefiting from the Accession Fee, the Company's Unsecured Creditors who have signed the Agreement hold 51.59% in principal of the Unsecured Debt, corresponding to an Unsecured Debt of €1,972,239,055.53.

The terms and conditions of the Settlement of Unsecured Debt are set out in Section 3.4.1 Part III of the Draft Accelerated Safeguard Plan and those of the New Money Capital Increases are set out in Section 3.1.1 Part III of the Draft Plan.

2.3.2. Implementation of a waiver request process with the Group's financial creditors

In accordance with the Company's undertakings under the Lock-Up Agreement, and in particular the undertakings under the change of control clauses and the Financial Ratios (as set out in Article 6.2 of the Lock-Up Agreement), the Company has sought the necessary waivers from the relevant financial creditors of the Group, namely:

- with respect to the Company, the waivers relating to the change of control clauses and to the Financial Ratios contained in the respective Debt Documentation relating to the Secured Euro PP Bonds, to the Deutsche Bank Loan and in the Financing Documentations of any other secured financing of the Company which contain them, to the extent that for the latter, the waivers relating to the change clauses and/or to the Financial Ratios are required by the implementation of the Restructuring Proposal (it being specified that the Company has entered into an agreement with the G6 Banks granting such waivers, under the terms and conditions of the Agreement Protocol, with respect to the Financing Documentation relating to the G6 Banks, including the Facilities Agreement of June 2022); and
- in respect of the Company's Subsidiaries, the waivers relating to the change of control clauses contained in the financing documentation of each Subsidiary's financing and the Financial Ratios clauses of any financing of such Subsidiaries that contains them.

At the end of the discussions and since the opening of the Accelerated Safeguard Proceedings on 24 March 2023, all the creditors concerned have agreed to the waivers.

2.3.3. Signature of the Agreement Protocol on New Money Financing and the Amendment to the Facilities Agreement of June 2022

In parallel with the discussions with the Consortium and the SteerCo, the Company has been in discussions with its willing creditors, including the G6 Banks, to raise a New Money Financing which was a condition precedent to the Lock-Up Agreement and to make the existing Financing Documentation compatible with its financial structure.

Following these discussions, in a press release dated 6 March 2023, the Company announced the convergence of the Company's main banking partners on the principles of an agreement with the G6 Banks, whose New Money Financing proposal was the most attractive among those received by the Company. This press release recalled that the G6 Banks were only part of the implementation of the Draft Plan drawn up by the Company and providing for a takeover by the members of the Consortium¹⁵.

Under the terms of a press release dated 8 March 2023¹⁶, the Company communicated the main terms and conditions of the agreement reached with the G6 Banks, providing for:

- the rearrangement of Credits A, B and C: the main terms of this Amendment to the Facilities Agreement of June 2022 are set out in section 3.2.1 of Part III of the Draft Plan; and
- the provision of new financing amounting to €600 million in principal (with a €400 million RCF revolving credit line and a €200 million short-term bridge financing): the main terms of this New Money Financing are set out in Section 3.1.2 of Part III of the Draft Plan.

¹⁵ Press release of the Company of 6 March 2023 (8:00 CET) stated that: "These banking partners intend to participate to the implementation of this additional financing and to the amendment of the financing documentation of June 2022 only within the framework of the implementation of the plan proposed by the Company and in particular in so far as the group of French long term investors led by the Caisse des Dépôts et Consignations including CNP Assurances, MAIF and MACSF, hold 50.2% of the capital of the Company".

¹⁶ Press release of the Company of 8 March 2023 (8:00 CET).

This press release of 8 March 2023 stated once again that "*This agreement in principle is exclusively part of the restructuring plan proposed by the Company, intended for the group of investors led by the Caisse des Dépôts et Consignations to become the controlling shareholder of the Company*".

This term sheet was formalised between the Company and the G6 Banks in the context of a step protocol with a view to the opening of Accelerated Safeguard Proceedings signed on 16 March 2023 (the "**Agreement Protocol**") under the terms of which the G6 Banks with Credits A, B and C1, formally committed to support the Company's Restructuring Plan as defined under the Agreement Protocol and thus to vote in favour of the Draft Accelerated Safeguard Plan.

2.4. Obtaining the necessary agreements with the main public, fiscal and social creditors

In order to reorganise its tax and social liabilities, the Company has undertaken negotiations with each of the competent authorities and/or social and tax institutions with the aim:

- to adjust its Tax and Social Claims ad of the Opening, the treatment of which under the Draft Plan is detailed in Section 3.3 of Part III; and
- to spread the repayment of its CNSA Claim, the treatment of which under the Draft Plan is detailed in Section 0 of Part III.

In order to formalise its official agreement on the restructuring of its CNSA Claim, a term sheet was entered into with the CNSA on 23 May 2023 (the "**CNSA Agreement**").

3. Opening of the Accelerated Safeguard Proceedings to implement the Restructuring Proposal

3.1. Opening of Accelerated Safeguard Proceedings

It is recalled that the implementation of the Company's Restructuring Proposal was only possible in the context of a conciliation procedure provided that it obtained the unanimous agreement of its financial creditors, this procedure being purely consensual and based on contractual agreements. However, unable to obtain the unanimous agreement of its creditors given the significant number of creditors of the Company, some of whom were also difficult to identify, only the opening of accelerated safeguard proceedings allowed the implementation of the Company's Restructuring Proposal.

The Company, not having been insolvent for more than forty-five days prior to the opening of the second conciliation procedure and encountering financial difficulties that it was unable to overcome on its own, while justifying the sufficiently broad support of its affected creditors to make the adoption of the Draft Plan likely, applied for the opening of Accelerated Safeguard Proceedings before the *Tribunal de commerce spécialisé de Nanterre* and obtained, by judgment of 24 March 2023, the opening of Accelerated Safeguard Proceedings (the "**Opening Judgment**", set out in Schedule 4).

The *Tribunal de commerce spécialisé de Nanterre* has appointed:

- SELARL FHB, in the person of *Maître* Hélène Bourbouloux, located at 176 avenue Charles de Gaulle, 92200 Neuilly-sur-Seine and SELARL AJRS, in the person of *Maître* Thibaut Martinat, located at 3 avenue de Madrid, 92200 Neuilly-sur-Seine, as judicial administrators with a supervisory role (the "**Judicial Administrators**");
- SCP BTSG², in the person of *Maître* Marc Sénéchal, located at 15, rue de l'Hôtel de Ville 92200 Neuilly-sur-Seine and SELARL C. BASSE, in the person of *Maître* Christophe Basse, located at 171 avenue Charles de Gaulle 92200 Neuilly-sur-Seine, as creditors' representatives, to exercise the functions defined in Article L. 622-20 of the French *Code de commerce* (the "**Creditors' Representatives**"); and

- Mrs Françoise LARGET, as supervisory judge (the “**Supervisory Judge**”), and Mr Jean-Didier DUJARDIN, as substitute supervisory judge.

It is specified that the Accelerated Safeguard Proceedings of the Company were extended by the *Tribunal de commerce spécialisé de Nanterre* following a judgment dated 22 May 2023 (listed in **Schedule 5**) for an additional period of two months, i.e. until 24 July 2023.

3.2. Main procedural milestones of the Restructuring Proposal - Indicative calendar¹⁷

Since the Opening Judgment on 24 March 2023, the Company has continued its restructuring by completing the various steps required for its implementation, which were presented in the opening application to the *Tribunal de commerce spécialisé de Nanterre* in the form of an indicative calendar.

The main procedural steps that have taken place and will take place (as an indication) since the opening of the Accelerated Safeguard Proceedings are the following:

- early April 2023: filing with the registry of the *Tribunal de commerce spécialisé de Nanterre* of the list of Affected Claims and the information relating to the equity holders;
- 5 April 2023: notice of the Judicial Administrators to the Parties Affected by the Draft Accelerated Safeguard Plan pursuant to Article R. 626-55 of the French *Code de commerce*;
- 21 April 2023: notice by the Judicial Administrators to the Affected Parties of the methods of classifying the Affected Parties and calculating their voting rights retained pursuant to Article L. 626-58 of the French *Code de commerce*;
- 10 May 2023: constitutive meeting of the Central Social and Economic Committee (“**CSEC**”) of the Company;
- 11 May 2023: approval of the Company's consolidated accounts by its Board of Directors (announced by way of press release on 12 May 2023);
- 17 May 2023: the Company's CSEC members unanimous approval of the Draft Accelerated Safeguard Plan;
- 22 May 2023: judgement from the *Tribunal de commerce spécialisé de Nanterre* authorising the extension of the observation period of the Accelerated Safeguard Proceedings;
- before the end of May 2023 : obtaining the AMF Derogation;
- 26 May 2023: envisaged date of publication of the Draft Accelerated Safeguard Plan as well as the elements and documents necessary for the convening of the class of Existing Shareholders of the Company;
- no later than 26 May 2023: convening by the Judicial Administrators of all Classes of Affected Parties to vote on the Draft Accelerated Safeguard Plan;
- 16 June 2023: date set for the vote by each of the Classes of Affected Parties on the Draft Accelerated Safeguard Plan;
- 4 July 2023: information meeting and consultation of the CSEC of the Company concerning the economic, social and environmental report prepared by the Judicial Administrators;

¹⁷ It is specified that this indicative calendar remains subject to any additional time limits which may result in particular from any appeal.

- 6 - 13 July 2023: hearing to rule on the examination of the Draft Accelerated Safeguard Plan before the *Tribunal de commerce spécialisé de Nanterre*, followed by the adoption of the Draft Accelerated Safeguard Plan a few days after this hearing, subject to the *Tribunal de commerce spécialisé de Nanterre*; and
- 31 October 2023¹⁸: Restructuring Effective Date no later than the Long-Stop Date.

This Draft Accelerated Safeguard Plan sets out the principles of the proposed Restructuring, including in particular the treatment of each type of creditor and the affected equity holder.

¹⁸ Subject to any postponement of this date under the Long-Stop Date.

PART III. DRAFT ACCELERATED SAFEGUARD PLAN OF THE COMPANY

1. General principles of the Draft Accelerated Safeguard Plan

The Draft Accelerated Safeguard Plan was drawn up by the Company, with the assistance of the Judicial Administrators, with the aim of ensuring the continuity of its business and that of its Subsidiaries, preserving the jobs of its employees/staff and re-establishing a sustainable financial structure to guarantee the deployment of its Refoundation Plan, which aims to meet the challenges of care and support required by its patients and residents today and in the future.

Driven by this ambition to change and restore financial balance, the Company has prepared the Draft Accelerated Safeguard Plan based on the following principles:

- (i). the massive deleveraging of the Company through the completion of the Settlement of Unsecured Debts (as set out below in Section 3.5.1 of Part III), totalling nearly €3.8 billion of the Company's Unsecured Debts, via a first capital increase with preferential subscription rights of the Existing Shareholders, guaranteed by all of the Company's Unsecured Creditors who subscribe, if applicable, by way of set-off against their existing claims;
- (ii). the strengthening of the Company's equity through the completion of the New Money Capital Increases of up to €1.55 billion (as presented below in Section 3.1.1 of Part III) by means of:
 - the Consortium Capital Increase, amounting to a total of €1,158,777,088 if the Draft Accelerated Safeguard Plan is approved by each of the Classes of Affected Parties or €1,160,080,552 in the event of non-approval of the Draft Accelerated Safeguard Plan by one of the Classes of Affected Parties, subscribed to by the Consortium members, as more fully described in Paragraph (a) of Section 3.1.1 below; and
 - the Rights Issue, for a total amount of €391.485.912 in the event of approval of the Draft Accelerated Safeguard Plan by each of the Classes of Affected Parties or €390, 019,673 in the event of non-approval of the Draft Accelerated Safeguard Plan by one of the Classes of Affected Parties, as more fully described in Paragraph (b) of Section 3.1.1 below;
- (iii). the implementation of the New Money Financing amounting to €600 million in principal which the G6 Banks take part (as presented below in Section 3.1.2 of Part III), in several tranches, for the benefit as the case may be of the Company, Niort 94 and/or Niort 95;
- (iv). the adjustment of the terms of Credits A, B, C1 and C2 through the Amendment to the Facilities Agreement of June 2022 (as set out below in Sections 3.2.1, 3.2.2 and 3.2.3 of Part III) in order to adapt it to the Company's new debt profile but also to its asset disposal programmes by reducing the cost of debt;
- (v). the implementation of all transactions deemed necessary for the completion of the Restructuring, both with respect to the Company's financial creditors and with respect to its subsidiaries through the adjustment of the Financial Ratios on all relevant debt and the waiver of the change of control clauses required for the purposes of the completion of the Term Sheet, and any other technical adjustments that may be necessary; and
- (vi). the adjustment of its tax and social liabilities through the rescheduling of its Privileged Tax and Social Security Claims (Section 3.3 of Part III) and the spreading of the repayment of the CNSA Claim (as detailed in Section 0 of Part III).

It is specified, for the avoidance of doubt, that the Draft Accelerated Safeguard Plan will be submitted to the vote of the Classes of Affected Parties in accordance with the provisions of Articles

L. 626-29 et seq. of the French *Code de commerce*. The Draft Accelerated Safeguard Plan thus distinguishes between two hypotheses:

- (i). **favourable vote of all the Classes of Affected Parties:** if the Draft Accelerated Safeguard Plan is adopted by each of the Classes of Affected Parties by a two-thirds majority of the votes held by the members having cast a vote in accordance with the provisions of Article L. 626-30-2 of the French *Code de commerce*, the adoption of the Draft Accelerated Safeguard Plan by the *Tribunal de commerce spécialisé de Nanterre* will require the conditions set forth in Article L. 626-31 of the French *Code de commerce* to be met; or
- (ii). **negative vote of one or more Classes of Affected Parties:** if the Draft Accelerated Safeguard Plan is not adopted by all the Classes of Affected Parties by a two-thirds majority of the votes held by the members having cast a vote in accordance with the provisions of Article L. 626-30-2 of the French *Code de commerce*, the Draft Accelerated Safeguard Plan may be adopted by the *Tribunal de commerce spécialisé de Nanterre* at the request of the Company or the Judicial Administrators, and be imposed on the Classes of Affected Parties that voted against the Draft Plan, subject to the conditions set forth in Articles L.626-31 and L. 626-32 of the French *Code de commerce*.

2. Analysis of the liabilities affected by the Draft Accelerated Safeguard Plan

2.1. Status of the Company's assets and liabilities on the date of the Opening Judgment

On the date of the Opening Judgment of the Accelerated Safeguard Proceedings, the Company's assets and liabilities were composed as shown in **Schedule 6**.

In the days following the opening of the Accelerated Safeguard Proceedings, the Company filed with the registry of the *Tribunal de commerce spécialisé de Nanterre* the list of claims affected by its Draft Accelerated Safeguard Plan held by each Affected Party having participated in the second conciliation procedure.

This list includes the information provided for in the first two paragraphs of Article L. 622-25 of the French *Code de commerce* (including (i) the amount of the claim due on the date of the Opening Judgment with an indication of the sums due and the dates on which they fall due, (ii) the nature and basis of the security to which the claim may benefit from and, (iii) if applicable, whether the contractual in rem security has been constituted on the debtor's assets to guarantee the debt of a third party) and, if applicable, the subordination agreements brought to the debtor's attention by the creditors prior to the opening of the proceedings.

Pursuant to Article L. 628-7 of the French *Code de commerce*, this deposit is equivalent to a filing of a proof of claim on behalf of the Affected Parties of their Affected Claims if they do not send a filing of proof of claims under the conditions provided for in Articles L. 622-24 to L. 622-26 of the French *Code de commerce*.

The Creditors' Representatives have provided each Affected Party (where applicable through the representatives of the mass, agents or equivalents) with the information relating to the claims of which it is the holder, as they result from the aforementioned list, in accordance with Article R. 628-9 of the French *Code de commerce*.

In accordance with the provisions of Article L. 626-21 of the French *Code de commerce*, it is expressly provided that only (i) claims that have been the subject of a final admission decision, (ii) claims that have been proposed for admission and have not been challenged and (iii) claims that have been challenged and waived will be eligible for distribution under the Accelerated Safeguard Plan, with disputed claims being discharged only as of their final admission to the liabilities.

For the avoidance of doubt, it is specified that:

- the Affected Parties who will vote in favour of the Draft Accelerated Safeguard Plan waive their right to challenge the amounts of the claims set out in the list of claims filed with the registry by the Company as long as such amounts are consistent with those set out in the Draft Accelerated Safeguard Plan;
- any residual amount (including late payment interests, penalties, usage fee and/or commitment fee, and other) due in respect of the Affected Claims, other than the amounts subject to the Draft Accelerated Safeguard Plan, shall be irrevocably waived by the relevant creditors on the Restructuring Effective Date; and
- pursuant to Section 8 of Part IV of the Draft Accelerated Safeguard Plan, the Agents in charge of the Supervision of the Implementation of the Plan may make mass payments in cash or securities on a provisional basis for the benefit of the Affected Creditors in respect of their Affected Claims, whose admission the Creditors’ Representatives have proposed and for which no challenge has been referred to the Supervisory Judge, as the case may be through a credit institution specially organised for this purpose.

2.2. Determination of the Parties Affected by the Draft Accelerated Safeguard Plan

In accordance with Article L. 626-30, I, of the French *Code de commerce*, the following are considered "affected parties":

- "1° Creditors whose rights are directly affected by the draft plan; and
- 2° The members of the extraordinary general meeting or the meeting of shareholders, the special meetings mentioned in Articles L. 225-99 and L. 228-35-6 and of the general meetings of the masses referred to in Article L. 228-103, if their shareholding in the debtor's capital, the Articles of Association or their rights are modified by the Draft Plan. For the purposes of this book, they are referred to as "capital holders".

Only the affected parties are allowed to vote on the draft plan. (...). ”

In view of the planned Restructuring Operations, the Draft Accelerated Safeguard Plan will result in the modification of the Company's share capital and Articles of Association and will carry out a restructuring of the Company's financial debt as well as part of its tax and social liabilities.

In consideration of these elements, and in accordance with the notice of the Judicial Administrators dated 5 April 2023 published in the BALO, pursuant to Article R. 626-55 of the French *Code de commerce*, the Parties Affected by the Draft Accelerated Safeguard Plan are the categories of creditors (the “**Affected Creditors**”), and the following categories of equity holders (the “**Equity Holders**”, together the “**Affected Parties**”):

- the *Schuldscheindarlehen* lenders, for the following financing (the “**SSD Loans**”):

#	Reference	Description
1	766G - SCHULDSCHEIN 6.5 ME - 2014	Loan agreement (<i>Schuldschein</i>) in the principal amount of €6,500,000 maturing on 25 July 2024 entered into on 22 July 2014 between ORPEA S.A., as Borrower, and Société Générale Frankfurt Branch, a branch of Société Générale S.A. Paris, as Lender, arranged by Société Générale and BNP Paribas S.A
2	798 - SCHULDSCHEIN 40 ME - 2015	Loan agreement (<i>Schuldschein</i>) entered into on 13 April 2015 between ORPEA S.A., as Borrower, and Société Générale Frankfurt Branch of Société Générale S.A. Paris, as Lender of a principal amount of €40,000,000 maturing on 17 April 2023, arranged by Société Générale

3	824G - SCHULDSCHEIN 2M E - 2015	Loan agreement (<i>Schuldschein</i>) in the principal amount of €2,000,000 maturing on 21 July 2023 entered into on 15 July 2015 between ORPEA S.A., as Borrower, and Société Générale Frankfurt Branch, a branch of Société Générale S.A. Paris, as Lender, arranged by Landesbank Hessen-Thüringen Girozentrale, BNP Paribas and Société Générale
4	961E - SCHULDSCHEIN 79.5 ME - 2016	Loan agreement (<i>Schuldschein</i>) entered into on 30 June 2016 between ORPEA S.A., as Borrower, and Société Générale Frankfurt Branch of Société Générale S.A. Paris, as Lender of a principal amount of €79,500,000 maturing on 5 July 2023, arranged by Société Générale and BNP Paribas
5	961F - SCHULDSCHEIN 20 ME - 2016	Loan agreement (<i>Schuldschein</i>) entered into on 30 June 2016 between ORPEA S.A., as Borrower, and Société Générale Frankfurt Branch of Société Générale S.A. Paris, as Lender of a principal amount of €20,000,000 maturing on 5 July 2023, arranged by Société Générale and BNP Paribas
6	1195 - SCHULDSCHEIN 11 ME - 2017	Loan agreement (<i>Schuldschein</i>) entered into on 30 June 2017 between ORPEA S.A., as Borrower, and Société Générale Frankfurt Branch of Société Générale S.A. Paris, as Lender of a principal amount of €11,000,000 principal amount maturing on 5 July 2024, arranged by Société Générale, Raiffeisen Bank International AG and BNP Paribas
7	1196 - SCHULDSCHEIN 18 ME - 2017	Loan agreement (<i>Schuldschein</i>) entered into on 30 June 2017 between ORPEA S.A., as Borrower, and Société Générale Frankfurt Branch of Société Générale S.A. Paris, as Lender of a principal amount of €18,000,000 principal amount maturing on 7 July 2025, arranged by Société Générale, Raiffeisen Bank International AG and BNP Paribas
8	1197 - SCHULDSCHEIN 15 ME - 2017	Loan agreement (<i>Schuldschein</i>) entered into on 30 June 2017 between ORPEA S.A., as Borrower, and Société Générale Frankfurt Branch of Société Générale S.A. Paris, as Lender of a principal amount of €15,000,000 principal amount maturing on 7 July 2027, arranged by Société Générale, Raiffeisen Bank International AG and BNP Paribas
9	1198 - SCHULDSCHEIN 20 ME - 2017	Loan agreement (<i>Schuldschein</i>) entered into on 30 June 2017 between ORPEA S.A., as Borrower, and Société Générale Frankfurt Branch of Société Générale S.A. Paris, as Lender of a principal amount of €20,000,000 principal amount maturing on 5 July 2027, arranged by Société Générale, Raiffeisen Bank International AG and BNP Paribas
10	1302 - SCHULDSCHEIN 18 ME - 2018	Loan agreement (<i>Schuldschein</i>) entered into on 30 January 2018 between ORPEA S.A., as Borrower, and Société Générale Frankfurt Branch of Société Générale S.A. Paris, as Lender of a principal amount of €18,000,000 maturing on 5 July 2023, arranged by Société Générale
11	1456- SCHULDSCHEIN 40 ME - 2018	Loan agreement (<i>Schuldschein</i>) entered into on 20 July 2018 between ORPEA S.A., as Borrower, and Société Générale Frankfurt Branch of Société Générale S.A. Paris, as Lender, in the principal amount of €40,000,000 maturing on 25 July 2024, arranged by BNP PARIBAS, ING and Société Générale
12	1457 - SCHULDSCHEIN 10 ME - 2018	Loan agreement (<i>Schuldschein</i>) for a principal amount of €10,000,000 maturing on 25 July 2024 entered into on 20 July 2018 between ORPEA S.A., as Borrower, and Société Générale S.A. Frankfurt Branch, Société Générale Paris, as Lender, as Lender, arranged by BNP Paribas, ING and Société Générale
13	1458 - SCHULDSCHEIN 48 ME - 2018	Loan agreement (<i>Schuldschein</i>) entered into on 20 July 2018 between ORPEA S.A., as Borrower, and Société Générale S.A. Frankfurt Branch, a branch of Société Générale S.A. Paris, as Lender, in the principal amount of €48,000,000 maturing on 25 July 2025, arranged by BNP PARIBAS, ING and Société Générale
14	1459 - SCHULDSCHEIN 35 ME - 2018	Loan agreement (<i>Schuldschein</i>) entered into on 20 July 2018 between ORPEA S.A., as Borrower, and Société Générale Frankfurt Branch of Société Générale S.A. Paris, as Lender, in the principal amount of €35,000,000 maturing on 25 July 2025, arranged by BNP PARIBAS, ING and Société Générale
15	1460 - SCHULDSCHEIN 37.5 ME -2018	Loan agreement (<i>Schuldschein</i>) entered into on 20 July 2018 between ORPEA S.A., as Borrower, and Société Générale Frankfurt Branch of Société Générale S.A. Paris, as Lender, in the principal amount of €37,500,000 maturing on 25 July 2023, arranged by BNP PARIBAS, ING and Société Générale
16	1460 - SCHULDSCHEIN 37.5 ME -2018	Loan agreement (<i>Schuldschein</i>) entered into on 20 July 2018 between ORPEA S.A., as Borrower, and Société Générale S.A. Frankfurt Branch, Société Générale Paris, as Lender, in the principal amount of €165,000,000 maturing on 25 July 2023, arranged by BNP Paribas, ING and Société Générale
17	1460 - SCHULDSCHEIN 37.5 ME -2018	Loan agreement (<i>Schuldschein</i>) for a principal amount of €115,500,000 maturing on 22 July 2024 entered into on 17 July 2019 between ORPEA S.A., as Borrower, and Société Générale S.A. Frankfurt Branch, Société Générale Paris, as Lender, as Lender, arranged by BNP Paribas, LBBW and Société Générale

18	1704 - SCHULDSCHEIN 4.5 ME -2019	Loan agreement (<i>Schuldschein</i>) for a principal amount of €4,500,000 maturing on 22 July 2024 entered into on 17 July 2019 between ORPEA S.A., as Borrower, and Société Générale S.A. Frankfurt Branch, Société Générale Paris, as Lender, as Lender, arranged by BNP Paribas, LBBW and Société Générale
19	1705 - SCHULDSCHEIN 20 ME -2019	Loan agreement (<i>Schuldschein</i>) for a principal amount of €20,000,000 maturing on 22 July 2026 entered into on 17 July 2019 between ORPEA S.A., as Borrower, and Société Générale S.A. Frankfurt Branch, Société Générale Paris, as Lender, as Lender, arranged by BNP Paribas, LBBW and Société Générale
20	1706 - SCHULDSCHEIN 10 ME -2019	Loan agreement (<i>Schuldschein</i>) for a principal amount of €10,000,000 maturing on 22 July 2027 entered into on 17 July 2019 between ORPEA S.A., as Borrower, and Société Générale S.A. Frankfurt Branch, Société Générale Paris, as Lender, as Lender, arranged by BNP Paribas, LBBW and Société Générale
21	1707 - SCHULDSCHEIN 10 ME -2019	Loan agreement (<i>Schuldschein</i>) for a principal amount of €10,000,000 maturing on 20 July 2029 entered into on 17 July 2019 between ORPEA S.A., as Borrower, and Société Générale S.A. Frankfurt Branch, Société Générale Paris, as Lender, as Lender, arranged by BNP Paribas, LBBW and Société Générale
22	1744 - SCHULDSCHEIN 40 ME - 2019	Loan agreement (<i>Schuldschein</i>) entered into on 2 December 2019 between ORPEA S.A., as Borrower, and Société Générale Frankfurt Branch, a branch of Société Générale S.A. Paris, as Lender, in the principal amount of €40,000,000 maturing on 22 July 2024, arranged by BNP PARIBAS, LBBW and Société Générale
23	1746 - SCHULDSCHEIN 55 ME - 2019	Loan agreement (<i>Schuldschein</i>) entered into on 10 December 2019 between ORPEA S.A., as Borrower, and Société Générale Frankfurt Branch of Société Générale S.A. Paris, as Lender, in the principal amount of €55,000,000 principal amount maturing on 22 July 2026, arranged by BNP Paribas, LBBW and Société Générale
24	1932- SCHULDCHEIN 16 ME - 2020	Loan agreement (<i>Schuldschein</i>) for a principal amount of €16,000,000 maturing on 15 July 2025 entered into on 10 July 2020 between ORPEA S.A., as Borrower, and Société Générale S.A. Frankfurt Branch, a branch of Société Générale Paris, as Lender, arranged by BBVA, BNP Paribas and Société Générale
25	1936 - SCHULDCHEIN €148M - 2020	Loan agreement (<i>Schuldschein</i>) for a principal amount of €148,000,000 maturing on 30 July 2025 entered into on 28 July 2020 between ORPEA S.A., as Borrower, and Société Générale S.A. Frankfurt Branch, a branch of Société Générale Paris, as Lender, arranged by BBVA, BNP Paribas and Société Générale
26	1937 - SCHULDCHEIN €5M - 2020	Loan agreement (<i>Schuldschein</i>) for a principal amount of €5,000,000 maturing on 30 July 2026 entered into on 28 July 2020 between ORPEA S.A., as Borrower, and Société Générale S.A. Frankfurt Branch, a branch of Société Générale Paris, as Lender, arranged by BBVA, BNP Paribas and Société Générale
27	1938 - SCHULDCHEIN €5M - 2020	Loan agreement (<i>Schuldschein</i>) for a principal amount of €5,000,000 maturing on 30 July 2027 entered into on 28 July 2020 between ORPEA S.A., as Borrower, and Société Générale S.A. Frankfurt Branch, a branch of Société Générale Paris, as Lender, arranged by BBVA, BNP Paribas and Société Générale
28	1939 - SCHULDCHEIN €10M - 2020	Loan agreement (<i>Schuldschein</i>) for a principal amount of €10,000,000 maturing on 30 July 2027 entered into on 28 July 2020 between ORPEA S.A., as Borrower, and Société Générale S.A. Frankfurt Branch, a branch of Société Générale Paris, as Lender, arranged by BBVA, BNP Paribas and Société Générale
29	1996 -SSD 30 ME - 2021	Loan agreement (<i>Schuldschein</i>) entered into on 12 February 2021 between ORPEA S.A., as Borrower, and Agricultural Bank of China (Luxembourg) S.A., as Lender, for a principal amount of €30,000,000 maturing on 17 February 2026
30	2013 - SSD 270 ME - 2021	Loan agreement (<i>Schuldschein</i>) for a principal amount of €270,000,000 maturing on 5 July 2026 entered into on 1st July 2021 between ORPEA S.A., as Borrower, and Société Générale S.A. Frankfurt Branch, Société Générale Paris, as Lender, arranged by BNP Paribas, Raiffeisen International AG, Société Générale and UniCredit Bank AG
31	2014 - SSD 12 ME - 2021	Loan agreement (<i>Schuldschein</i>) for a principal amount of €12,000,000 maturing on 5 July 2026 entered into on 1st July 2021 between ORPEA S.A., as Borrower, and Société Générale S.A. Frankfurt Branch, Société Générale Paris, as Lender, arranged by BNP Paribas, Raiffeisen Bank International AG, Société Générale and UniCredit Bank AG
32	2015 - SSD 32.5 ME - 2021	Loan agreement (<i>Schuldschein</i>) entered into on 1st July 2021 between ORPEA S.A., as Borrower, and Société Générale Frankfurt Branch of Société Générale S.A. Paris, as Lender,

		in the principal amount of €32,500,000 maturing on 5 July <u>2027</u> ¹⁹ , arranged by BNP PARIBAS Raiffeisen Bank International, Société Générale and UniCredit Bank AG
33	2016 - SSD 32.5 ME - 2021	Loan agreement (<i>Schuldschein</i>) entered into on 1st July 2021 between ORPEA S.A., as Borrower, and Société Générale Frankfurt Branch of Société Générale S.A. Paris, as Lender, in the principal amount of €32,500,000 principal amount maturing on 5 July 2028, arranged by BNP PARIBAS Raiffeisen Bank International, Société Générale and UniCredit Bank AG
34	2017 - SSD 48 ME - 2021	Loan agreement (<i>Schuldschein</i>) entered into on 1st July 2021 between ORPEA S.A., as Borrower, and Société Générale Frankfurt Branch of Société Générale S.A. Paris, as Lender, in the principal amount of €48,000,000 maturing on 5 July 2028, arranged by BNP PARIBAS, Raiffeisen Bank International AG, Société Générale and Unicredit Bank AG
35	2067 - SSD 50 ME - 2022	Loan agreement (<i>Schuldschein</i>) entered into on 10 January 2022 between ORPEA S.A., as Borrower, and Société Générale Frankfurt Branch of Société Générale S.A. Paris, as Lender, in the principal amount of €50,000,000 maturing on 5 January 2027, arranged by BNP Paribas and Société Générale

– the lenders of *Namensschuldverschreibung*, for the following financings (the “NSV Loans”):

#	Reference	Description
36	1709 - NSV- 50 ME - 2019	Registered Note Certificate and Registered Note Terms and Conditions relating to the NSV(<i>Namensschuldverschreibung</i>) entered into on 31 July 2019 between ORPEA S.A. as Issuer and Société Générale S.A. Frankfurt Branch as Noteholder, in the principal amount of €50,000,000, bearing interest at 2.50% per annum and maturing on 31 July 2031
37	1839- NSV 40 ME - 2020	Registered Note Certificate and Registered Note Terms and Conditions relating to the NSV(<i>Namensschuldverschreibung</i>) entered into on 20 April 2020 between ORPEA S.A. as Issuer and Société Générale S.A. Frankfurt Branch as Noteholder, in the principal amount of €40,000,000, bearing interest at 2.85% per annum and maturing on 20 April 2035

– unsecured bank lenders for the following loans (the “Unsecured Bank Loans”):

#	Reference	Description
38	1038 - EB 45ME - 2016	Bilateral credit agreement dated 8 December 2016 between ORPEA S.A., as Borrower, and Banco de Sabadell, as Lender, for a principal amount of €45,000,000 maturing on 11 December 2023
39	1366 - EB 20ME - 2018 (Tranche A)	Bilateral Credit Agreement dated 1st June 2018 between ORPEA S.A., as Borrower, and BANK OF CHINA Ltd, Paris Branch, as Lender, for a principal amount of €50,000,000 and maturing on 31 May 2024.
40	1582 - EB 15 ME - 2019	Bilateral credit agreement dated 9 January 2019 between ORPEA S.A., as Borrower, and KBC BANK, French branch as Lender, for a principal amount of €15,000,000 and maturing on 18 January 2024
41	1842 - EB 40 ME - 2020	Bilateral credit agreement dated 27 April 2020 as amended by Amendment no. 1 dated 14 November 2022 between ORPEA S.A., as Borrower, and HSBC France, as Lender, for a principal amount of €40,000,000 and maturing on 27 April 2026
42	1961 - EB 10 ME - 2020	Bilateral Credit Agreement dated 16 September 2020 between ORPEA S.A., as Borrower, and BANCO DO BRASIL AG - FRENCH BRANCH, as Lender, for a principal amount of €10,000,000 and maturing on 18 September 2023
43	1990 - EB 100 ME - 2020	Bilateral Credit Agreement dated 22 December 2020 as amended by Amendment no. 1 dated 3 December 2021 between ORPEA SA, as Borrower, and ING BANK N.V., €100,000,000 and maturing on 20 December 2022 and extended to 25 March 2023 by judgment of the Nanterre Commercial Court dated 20 December 2022

¹⁹In accordance with the order dated 15 May 2023, the Supervisory Judge noted and rectified that the claims arising from the loan agreement (*Schuldscheindarlehen*) concluded on 1st July 2021, for a principal amount of €32,500,000 and maturing on 5 July 2027 (instead of 5 July 2025) were correctly included in the notice dated 21 April 2023 of the Judicial Administrators inserted in the BALO.

44	2006 - EB 50 ME - 2021	Bilateral Credit Agreement dated 12 May 2021 between ORPEA S.A., as Borrower, and Unicredit Bank AG, as Lender, for a principal amount of €50,000,000 maturing on 12 May 2026
45	2009- EB 15 ME - 2021	Bilateral credit agreement dated 21 June 2021 between ORPEA S.A., as Borrower, and Bpifrance, as Lender, for a principal amount of €15,000,000 and maturing on 31 July 2025
46	2049 - EB 30 ME - 2021 - T6	Credit facility agreement dated 22 October 2021 between ORPEA S.A., as Borrower, and HSBC Continental Europe, as Lender, for a principal amount of €30,000,000 and maturing on 22 October 2024
47	2057 - EB 30 ME - 2021	Bilateral credit agreement dated 25 November 2021 between ORPEA S.A., as Borrower, and Arkea Banque Entreprises et Institutionnels, as Lender, for a principal amount of €30,000,000 and maturing on 25 November 2029

- the secured bank lenders for the following credits (the “**Secured Bank Loans**” corresponding to the Credits agreed within the Facilities Agreement of June 2022):

48	2087 - EB 700 ME - 2022 tranche A1	Syndicated loan agreement dated 13 June 2022 between ORPEA S.A., as Borrower and the Original Lenders (subject to any assignments that may have taken place since then), for a principal amount of €700,000,000, maturing on 31 December 2023, with an extension option of 6 months exercisable by ORPEA S.A.
49	2088 - EB 600 ME - 2022 - tranches A2 +A3	Syndicated loan agreement dated 13 June 2022 between ORPEA S.A., as Borrower and the Original Lenders (subject to any assignments that may have taken place since then), for a principal amount of €600,000,000 (€400,000,000 under Tranche A2 and €200,000,000 under Tranche A3) and maturing on 31 December 2025
50	2089 - EB 200 ME - 2022 - tranche A4	Syndicated loan agreement dated 13 June 2022 between ORPEA S.A., as Borrower and the Original Lenders (subject to any assignments that may have taken place since then), for a principal amount of €200,000,000, maturing on 30 June 2023, with an extension option of 6 months exercisable by ORPEA S.A.
51	2090 - EB 227 447 266 E - 2022 - tranche B	Syndicated loan agreement dated 13 June 2022 between ORPEA S.A., as Borrower, and the Original Lenders (subject to any assignments that may have occurred since then), for a principal amount of €227,447,266.19 and maturing on 31 December 2025
52	2091 - EB 1500 ME - 2022 - tranche C1	Syndicated loan agreement dated 13 June 2022 between ORPEA S.A., as Borrower, and the Original Lenders (subject to any assignments that may have occurred since then), for a principal amount of €1,258,504,582.23 and maturing on 31 December 2026
53	2091 - EB 1500 ME - 2022 - tranche C2	Syndicated loan agreement dated 13 June 2022 between ORPEA S.A., as Borrower, and the Original Lenders (subject to any assignments that may have occurred since then), for a principal amount of €241,495,417.77 and maturing on 31 December 2026

- holders of simple bonds and Euro PP bonds for the following issues (the “**Unsecured Bonds**”) it being specified that the Secured Euro PP Bonds are considered to be unsecured only for 65% of their nominal amount):

#	Reference	Description
54	1306 - EO 400 ME – 2018	Bonds issued by ORPEA S.A. on 8 March 2018 in the principal amount of €400,000,000 bearing interest at 2.625% per annum and maturing on 10 March 2025, identified under ISIN code FR0013322187
55	2000 - EO 500 ME - 2021	Bonds issued by ORPEA S.A. on 1st April 2021 in the principal amount of €500,000,000 bearing interest at 2.00% per annum and maturing on 1st April 2028, identified under ISIN code FR0014002010
56	578 - EO 90 ME – 2012 ²⁰	Bonds issued by ORPEA S.A. on 4 December 2012 in the principal amount of €90,000,000 bearing interest at 5.25% per annum and maturing on 4 December 2026, identified under ISIN code FR0011365634
57	841A - EO 20 ME - 2015	Bonds issued by ORPEA S.A. on 22 December 2015 in a principal amount of €20,000,000 bearing interest at 2.568 % per annum and maturing on 22 December 2015, extended to 25

²⁰ Corresponding to Secured Euro PP Bonds of which 35% of the total amount is treated as Secured Debt and 65% of the total amount as Unsecured Non-Convertible Debt.

		March 2023 by a judgment of the Nanterre Commercial Court dated 12 January 2023, identified under ISIN code FR0013080173
58	841B - EO 6 ME - 2015	Bonds issued by ORPEA S.A. on 22 December 2015 in the principal amount of €6,000,000 bearing interest at 3.144% per annum and maturing on 22 December 2025, identified under ISIN code FR0013080207
59	841C - EO 13 ME - 2015	Bonds issued by ORPEA S.A. on 7 March 2016 in the principal amount of €13,000,000 bearing interest at a rate of 3.144% per annum and maturing on 22 December 2025, similar to the bonds issued by ORPEA S. on 22 December 2015, in the principal amount of €6,000,000 bearing interest at 3.144% and maturing on 22 December 2025, identified under ISIN code FR0013080207
60	1113 - EO 50 ME - 2017	Bonds issued by ORPEA S.A. on 6 March 2017 in the principal amount of €50,000,000 bearing interest at 2.30% per annum and maturing on 6 March 2025, identified under ISIN code FR0013240827
61	1119 - EO 150 ME - 2017	Bonds issued by ORPEA S.A. on 3 July 2017 in the principal amount of €150,000,000 bearing interest at 2.13% per annum and maturing on 3 July 2024, identified under ISIN code FR0013262987
62	1231 - EO 63 ME - 2017	Bonds issued by ORPEA S.A. on 12 December 2017 in the principal amount of €63,000,000 bearing interest at 2.20% per annum and maturing on 15 December 2024, identified under ISIN code FR0013301942
63	1942 - EO 40 ME - 2020	Bonds issued by ORPEA S.A. on 6 August 2020 with a principal amount of €40,000,000 at a variable rate maturing on 11 August 2032, identified under ISIN code FR0013481660
64	1968 - EO 77 ME - 2020	Bonds issued by ORPEA S.A. on 30 November 2020 in the principal amount of €77,000,000 bearing interest at 2.564% per annum and maturing on 30 November 2027, identified under ISIN code FR0014000T41
65	1983 - EO 60 ME - 2020	Bonds issued by ORPEA S.A. on 18 December 2020 in the principal amount of €60,000,000 bearing interest at 2.77% per annum and maturing on 18 December 2028, identified under ISIN code FR00140011S0
66	1984 - EO 15 ME - 2020	Bonds issued by ORPEA S.A. on 18 December 2020 in the principal amount of €15,000,000 bearing interest at 3.07% per annum and maturing on 18 December 2030, identified under ISIN code FR00140011R2
67	2007 - EO 60 ME - 2021	Bonds issued by ORPEA S.A. on 03 June 2021 in the principal amount of €60,000,000 bearing interest at 2.75% per annum and maturing on 3 June 2033, identified under ISIN code FR0014003P42
68	2036 - EO 48 ME - 2021	Bonds issued by ORPEA S.A. on 9 August 2021 with a principal amount of €48,000,000 at fixed/floating rate and maturing on 9 August 2029, identified under ISIN code FR0014004Y16
69	2056 - EO 37.5 ME - 2021	Bonds issued by ORPEA S.A. on 25 November 2021 in the principal amount of €37,500,000 bearing interest at 3.00% per annum and maturing on 25 November 2041, identified under ISIN code FR0014006MC2

- the OCEANE holders of the following issue (the “**Convertible Unsecured Debt**” or the “**Convertible Bonds**” or “**OCEANE**”):

#	Reference	Description
70	1607 - EO - 500 ME - 2019	OCEANE bonds issued by ORPEA S.A. on 17 May 2019 in the principal amount of €499,999,958.50 bearing interest at a rate of 0.375% per annum and maturing on 17 May 2027, identified under ISIN code FR0013418795

- Direction Générale des Entreprises, for the following tax claims of the Company:

#	Description
71	The tax adjustment claim in the amount of €4,356.102 (corresponding to the Tax Adjustment Claim) resulting from audit procedures prior to the date of the judgment opening the accelerated safeguard proceedings with respect to the Company in respect of tax adjustment claims of three of its subsidiaries and of which ORPEA S.A. is the debtor as the head of the ORPEA tax consolidation group

72	Any claims arising from accounting audits (corresponding to Provisional Tax Adjustment Claims) in progress at the level of ORPEA S.A. and certain of its subsidiaries that are members of the ORPEA tax consolidation group, arising prior to the date of the judgement opening the accelerated safeguard proceedings with respect to the Company
73	The payroll tax claim arising prior to the date of the judgment opening the accelerated safeguard proceedings with respect to the Company

- the supplementary pension organisations (Agircc - Arrco, in the person of B2V Gestion as the institution responsible for collecting the sums due to Agirc-Arrco), for the employer's share of the contributions incurred prior to the date of the Opening Judgment;
- the complementary mutual insurance and provident organisations (MMA and AG2R) for which Verlingue acts as a broker in charge of collection, for the employer's portion of the contributions incurred prior to the date of the Opening Judgment;
- URSSAF, on the one hand, for the employer's portion of social security contributions and, on the other hand, for the sums due in respect of continuing education and the apprenticeship tax arising prior to the date of the Opening Judgment;
- CNSA, for its restitution claim arising prior to the date of the Opening Judgment, i.e. an amount of €55.8 million; and
- the Company's Existing Shareholders.

All of the Claims mentioned above together represent the "**Affected Claims**" with regard to the Affected Creditors.

As a result, the other holders of claims and rights arising prior to the date of the Opening Judgment of the Accelerated Safeguard Proceedings with respect to the Company that are not expressly listed above are not affected by the Accelerated Safeguard Proceedings.

2.3. Description of the parties not affected by the Draft Accelerated Safeguard Plan

As the purpose of the Draft Accelerated Safeguard Plan is to implement Restructuring Operations without impacting the Company's commercial and operational activities, the Draft Accelerated Safeguard Plan therefore only affects financial liabilities of ORPEA S.A., its tax and social liabilities and its equity structure.

Under these conditions, the Draft Accelerated Safeguard Plan does not affect the rights of the creditors of the Company in respect of claims other than those held by the Affected Creditors as listed above.

Thus, the Draft Accelerated Safeguard Plan does not contain any provision affecting the rights and/or claims of the following creditors:

Creditors concerned	Description	Reasons for exclusion from the Draft Plan ²¹
Employees' share of social contributions and withholding tax (PAS)	Employee's shares related to the social security contributions of the Company's social creditors.	These claims cannot be affected by the Draft Accelerated Safeguard Plan as they constitute claims arising from an employment contract which are excluded from the composition of the Classes of Affected Parties by Article L. 626-30, IV, of the French <i>Code de commerce</i> .

²¹In application of Article L. 626-65, 5° of the French *Code de commerce*.

Suppliers and service providers	Liabilities for the provision of services or goods in the course of the business managed by the Company.	This exclusion is due to the fact that their affectation under the Draft Accelerated Safeguard Plan would have a disastrous impact on the Company's business, as it operates more than 220 establishments. Contracts for the provision of services and goods must continue to be carried out in the normal course of business for the proper operational functioning of the Company and the Group to avoid any disruptive effect on the management of residences in the interest of its patients and residents.
Intra-group creditors	Intra-group financing under the cash pooling agreement at Company level.	The cash pooling agreement has not been suspended as a result of the opening of the Accelerated Safeguard Proceedings and continues to apply according to its terms and conditions applicable at the date of the Opening Judgment. Even more so, the continuation of the execution of this cash pooling agreement was expressly provided for in the Opening Judgment. The operation of the cash pooling system is therefore not affected by the Draft Accelerated Safeguard Plan insofar as the Company is the pivot company for the financing of its French and foreign Subsidiaries through this system. The normal execution of these operational financings is therefore part of the day-to-day management of the Group and is essential to the day-to-day operation of the Group.
Mortgage creditors	Borrowings secured by mortgages on real estate assets necessary for the Group's activity (other than holders of Secured Euro PP Bonds)	Given the nature and enforceability in the event of insolvency proceedings (in particular in the event of a judicial liquidation plan, Article L. 642-12 Paragraph 4 of the French <i>Code de commerce</i> providing for the transfer of the security to the transferee) of the in rem securities granted over the Company's main assets and the need for these assets for the Company's operations, the creditors concerned are not affected by the Draft Accelerated Safeguard Plan.
Real estate lessors	Real estate leases to finance the acquisition of real estate assets required by the Group's business.	Taking into account (i) the absence of any prior unpaid debt as of the date of the Opening Judgment, (ii) the specific regime applicable to financial leases, the lessor will retain ownership of the asset leased under the terms of the relevant agreement until the option is exercised or the lease payments are made in full, and (iii) the need for these assets in the operation of the Company's business.
Movable property lessors	Movable leases used to finance the acquisition of movable assets necessary to the Group's activity.	
Factor Creditor	Daily Assignment to discount receivables to La Banque Postale of receivables from the CPAM.	Insofar as (i) these factoring operations are essential to the current financing of the Company's activity and (ii) the factor benefits from a special treatment as a creditor due to the Daily assignment from which it benefits, granting it an exclusive right over these receivables assigned and paid by third parties.
Banking creditors secured by a business pledge (Paul and Lisa)	Creditors secured by a pledge on the Company's business assets.	Given (i) the nature of the in rem security granted, which relates to the business of the Résidence Paul et Lisa, an asset essential to the operation of the Company's business, and its enforceability in the event of insolvency proceedings (in particular in the event of a judicial liquidation sale plan) and (ii) the insignificant amount of these two bilateral loans, for which the cumulative outstanding capital at 31 December 2022 amounts to €173,126.
Deutsche Bank (DB) loan and cash deposit agreement	Loan claim concluded by DB for an amount of €20,470,000 secured by a deposit agreement for a cash sum of €19 million	These are related debts whose set-off is permitted and enforceable in insolvency proceedings. This creditor has a security that is enforceable in insolvency proceedings.

	(the documentation is governed by English law).	
Intra-group loans	Intra-group loans (upstream) granted by foreign Group companies to the Company	In the absence of identification of such funding, it will not be affected by the Draft Accelerated Safeguard Plan.
Creditors benefiting from a personal guarantee from the Company	All creditors of the Company's Subsidiaries who benefit from a personal guarantee from the Company	These creditors have all responded favourably to requests for waivers of their financing, which are necessary for the implementation of the Restructuring. As the business plan of the relevant Subsidiaries is financed, including the maturities of the financing lines benefiting from these unaffected personal guarantees, there is no need to affect these creditors by the Draft Accelerated Safeguard Plan.

Insofar as necessary, it is specified that the claims resulting from the commissions agreed under the Lock-Up Agreement against the Company, as listed below, which are justified and necessary for the purposes of implementing the Draft Accelerated Safeguard Plan, are not affected by the Draft Accelerated Safeguard Plan:

- the Accession Fee will be paid in cash by the Company within five (5) business days following the settlement date of the Consortium Capital Increase; and
- the Coordination Fee, the payment of which in cash by the Company shall be made on the Restructuring Effective Date; and
- the Guarantee Fee, the payment of which shall be made, if it were to take place in cash (i.e. in the event of a failure to issue the Warrants within six months of the Restructuring Effective Date), immediately from the date on which this Guarantee Fee is due in cash.

2.4. Composition of the Classes of Affected Parties determined by the Judicial Administrators

In accordance with the provisions of Article L. 626-30, III of the French *Code de commerce*, it is the responsibility of the Judicial Administrators to allocate the Affected Parties into classes representing a sufficient commonality of economic interest, based on verifiable objective criteria, in compliance with the following conditions:

- creditors with in rem securities over the debtor's assets, for their secured claims and other creditors are divided into separate classes;
- the allocation in classes respects the subordination agreements entered into prior to the opening of the procedure and brought to the Judicial Administrators' knowledge; and
- the Equity Holders form one or more classes.

The objective criteria used to establish the classes included:

- the nature of the claims: financial, social and tax;
- the existence of liens and securities; and
- the nature of the rights and/or securities held by each of the Affected Parties.

On this basis, and by notice dated 21 April 2023 published in the BALO, the Judicial Administrators notified each Affected Party of the class to which it belongs as well as the terms and conditions for the allocation, into classes and the calculation of voting rights within the Class of Affected Parties to which it is assigned, in accordance with Articles L. 626-30, V and R. 626-58 of the French *Code de commerce*.

In this context, the Judicial Administrators submitted the composition of the Classes of Affected Parties listed below (the “**Classes of Affected Parties**”):

#	Classes of Affected Parties	Class members	Composition criteria	Amount of claims / rights concerned	Determination of voting rights
1	Class of creditors secured by the new money privilege	G6 Banks under Credits A1, A2/A3, A4 and B of the Facilities Agreement	New money privilege, first-ranking pledge on ORESC 25 and CEECSH shares and first-ranking Dailly Assignment of intra-group loans financed by loan drawings (excluding cash pooling)	€1,752,212,398.06 in principal due and accrued interest not due on the day of the Opening Judgement (in particular interest to be due from the date of the Opening Judgement to the contractual maturity)	In proportion to the relevant Affected Claims, in principal and interest (including interest due until the contractual maturity applicable on the date of the Opening Judgment) in relation to the total amount of the claims of the members of the relevant Class of Affected Parties as determined by the Judicial Administrators in accordance with Article L. 626-30, V of the French <i>Code de commerce</i> .
2	Class of secured creditors 1	G6 Banks under Credit C1 of the Facilities Agreement of June 2022	First-ranking pledge on ORESC 25 and CEECSH shares and first-ranking Dailly Assignment of intra-group loans financed by loan drawings (excluding cash pooling)	€1,279,653,332.23 in principal due and accrued interest not due on the day of the Opening Judgement (in particular interest to be due from the date of the Opening Judgement to the contractual maturity)	
3	Class of secured creditors 2	Lenders under the Credit C2 of the Facilities Agreement of June 2022	Second-ranking pledge on ORESC 25 and CEECSH shares and second-ranking Dailly Assignment of intra-group loans financed by credit drawings (excluding cash pooling) Intercreditor agreement of 28 November 2022 stipulating the subordination of the Credit C2 to the Credit C1	€245,553,667.79 in principal due and accrued interest not due on the day of the Opening Judgement (in particular interest to be due from the date of the Opening Judgement to the contractual maturity)	
4	Class of secured creditors 3	Secured Euro PP Bonds whose Euro PP Bonds are identified under ISIN code FR0011365634.	Bonds secured by a mortgage whose amount is capped at €31.5 million	€91,423,972.60 (plus accrued interest from the date of the Opening Judgment until contractual maturity)	
5	Class of privileged tax and social creditors	Direction Générale des Entreprises, for any claim arising prior to the date of the Opening Judgment, including (i) any claim for tax adjustment following audit procedures and (ii) the claim for wage tax. URSSAF for all claims arising prior to the date of the Opening Judgment, including (i) the employer's portion of social security	Privileged Tax and Social Claims including Tax and Social Claims as of the Opening Judgment, the Tax Adjustment Claim and Provisional Tax Adjustment Claims	€20,910,388 (excluding Provisional Tax Readjustment Claim subject to audit procedure(s))	

		<p>contributions and (ii) sums due in respect of continuous training and the apprenticeship tax</p> <p>Complementary pension organisations (Agirc - Arrco, in the person of B2V Gestion), for the employer's portion of contributions made prior to the date of the Opening Judgment</p> <p>Supplementary insurance and pension funds (MMA, AG2R, taken in the person of Verlingue), for the employer's portion of contributions made prior to the date of the Opening Judgment</p>			
6	Class of public creditors	CNSA for its restitution claim prior to the Opening Judgment	Restitution claim of public funds, the specific treatment of which takes into account the nature of the current and future links between the Company and the CNSA and the nature of the claims held by the CNSA	€55,809,664.83	
7	Classes of unsecured creditors 1	Unsecured Non-Convertible Debt corresponding to lenders of SSD Loans and NSV Loans, unsecured bank creditors in respect of Unsecured Bank Loans, holders of Unsecured Bonds	Unsecured financial debt	€3,297,477,318.50 (plus accrued interest from the date of the Opening Judgment until contractual maturity)	
8	Classes of unsecured creditors 2	Convertible bondholders (OCEANE)	Unsecured financial debt in respect of securities giving access to the share capital ²²	€501,604,053.93 (plus accrued interest from the date of the Opening Judgment until contractual maturity)	
9	Class of Existing Shareholders	Existing Shareholders of the Company	Holder of Shares in the Company	64,693,851 shares with a nominal value of €1.25 each	According to the rules applicable to general meetings, except for the derogations provided for in Book VI of the French <i>Code de commerce</i> .

²²For the avoidance of doubt, it is recalled that a notice was sent by the Company on 7 March 2023 to these OCEANE holders to remind them of the consequences of exercising their option to convert into new or existing shares prior to the Opening Judgment. If the conversion option is not exercised, these OCEANE holders are consequently considered as Unsecured Creditors.

For the avoidance of doubt, it is specified that in accordance with Article L. 626-30-2 of the French *Code de commerce*:

- the decision is taken by each class by a two-thirds majority of the votes held by the members who cast a vote; and
- within a class, the vote on the adoption of the Draft Plan may be replaced by an agreement having obtained, after consultation with its members, the approval of two thirds of the votes held by them.

3. Financial part of the Draft Accelerated Safeguard Plan

3.1. Injection of new equity and provision of new liquidity for the benefit of the Company

3.1.1. Undertakings to inject new equity and guarantees in the context of New Money Capital Increases

In order to finance the Company's need for equity, in particular for the deployment of its Refoundation Plan, and more specifically its November 2022 Business Plan, new equity will be injected into the Company at the end of the Settlement Capital Increase through (i) the Consortium Capital Increase and (ii) the Rights Issue in accordance with the terms and conditions described below.

The terms and conditions of the New Money Capital Increases and the conditions under which it is proposed that the Class of Existing Shareholders delegate to the Board of directors (with the option to sub-delegate under the applicable legal and regulatory frame) its authority to proceed with the New Money Capital Increases, are moreover detailed in the draft resolutions set out in **Schedule 7** (the "**Draft Resolutions**") to this Draft Accelerated Safeguard Plan.

The adoption of the Draft Accelerated Safeguard Plan by each Class of Affected Parties, including the class of Existing Shareholders, shall entail the adoption of these resolutions and the delegation of authority to the Board of Directors provided for therein.

In the event of cross-class cram-down with respect to the class of Existing Shareholders in accordance with Article L. 626-32 of the French *Code de commerce*, the judgement of *Tribunal de commerce spécialisé de Nanterre* approving the Accelerated Safeguard Plan will constitute an approval of the changes to the shareholding in the Company's share capital and/or the rights of Equity Holders and/or the Articles of Association provided for in the Draft Accelerated Safeguard Plan. As a result, and in accordance with the terms of the Draft Resolutions, the Board of directors (with the right to sub-delegate under the applicable legal and regulatory conditions) would have the authority to carry out the transactions contemplated by the Draft Accelerated Safeguard Plan, and in particular for the purposes of carrying out the capital increases in accordance with the terms of the aforementioned resolutions.

If necessary, a court-appointed agent (*mandataire de justice*) may also be appointed by the *Tribunal de commerce spécialisé de Nanterre* in order to carry out the acts necessary for the completion of the amendments of the shareholding, the rights of the Equity Holders or the Articles of Association, in accordance with Article L. 626-32 of the French *Code de commerce*.

A summary of the main characteristics of the New Money Capital Increases, in case of a favourable vote scenario by each Class of Affected Parties or an unfavourable vote scenario by at least one Class of Affected Parties (cross-class cram-down with respect to the Class(es) of Affected Parties not having voted in favour of the Draft Accelerated Safeguard Plan in accordance with Article L.626-32 of the French *Code de commerce*) is set out in **Schedule 8** to this Draft Accelerated Safeguard Plan.

It is specified that in view of the vote of the class of Existing Shareholders on the Draft Accelerated Safeguard Plan, the Board of directors of the Company decided on 14 March 2023 to appoint the firm Sorgem Evaluation as independent expert, on a voluntary basis, pursuant to Article 261-3 of the AMF's General Regulations, with the task of evaluating the financial terms of the transactions contemplated under the Draft Accelerated Safeguard Plan and to assess their fairness to the Company's Existing Shareholders.

The independent opinion of Sorgem Evaluation is provided in **Schedule 9**.

(a) *Characteristics of the Consortium Capital Increase*

Following the settlement of the Shares issued in the context of the Settlement Capital Increase (as described in Section 3.4.1 of Part III), a second capital increase of the Company will be implemented, in the context of which the Consortium members undertake, acting jointly but not severally, and each for the amounts set out in **Schedule 10**, to subscribe in cash for a maximum amount of €1,158,777,088 (in the event of approval of the Draft Accelerated Safeguard Plan of the Company by each Class of Affected Parties) or €1,160,080,552 (in the event of non-approval of the Draft Accelerated Safeguard Plan of the Company by at least one of the Classes of Affected Parties) (the “**Consortium Capital Increase**”).

It is offered to the class of Existing Shareholders, gathered in the Class of Affected Parties for the purpose of approving the Draft Accelerated Safeguard Plan in accordance with the provisions of Articles L.626-29 *et seq.* of the French *Code de commerce*, to delegate to the Board of directors of the Company its authority to carry out the Consortium Capital Increase, the main characteristics of which are as follows:

Issuer	Company
Securities issued	Ordinary shares fully assimilated to the Shares existing on the date of their issue and admitted to trading on Euronext (Paris).
Beneficiaries of the issue	In case of a favourable vote by the class of Existing Shareholders, and even if one or more other the Class(es) of Affected Parties vote(s) against the Draft Accelerated Safeguard Plan: Consortium members (directly or via affiliated companies) exclusively (capital increase reserved for the Consortium).
	In the event of an unfavourable vote by the class of Existing Shareholders, and even if one or more other Class(es) of Affected Parties vote(s) favourably (in the event that a cross-class cram-down pursuant to Article L. 626-32 of the French <i>Code de commerce</i> would be implemented on the class of Existing Shareholders): the Existing Shareholders will benefit from a priority right (<i>droit de priorité</i>) under the conditions set out in the paragraph related to the terms and conditions of issue below.
Amount of the issue	<p>€1,158,777,088 (in the event of approval of the Draft Accelerated Safeguard Plan of the Company by each of the Classes of Affected Parties) or €1,160,080,552 (in the event of non-approval of the Draft Accelerated Safeguard Plan of the Company by at least one of the Classes of Affected Parties) on the basis of a pre-money valuation of the Company set at €1,150,256,670.78 (in the event of approval of the Draft Accelerated Safeguard Plan of the Company by each of the Classes of Affected Parties) or €1,151,550,547.80 (in the event of non-approval of the Draft Accelerated Safeguard Plan of the Company by at least one of the Classes of Affected Parties) (after the Settlement of the Unsecured Debts), resulting in the issue of (i) a maximum of 6,517,306,456 Shares in case of a favourable vote of each Class of Affected Parties and (ii) a maximum of 65,173,064,696 Shares if at least one Class of the Affected Parties has not voted in favour of the plan (case of cross-class cram-down with respect to the Class(es) of the Affected Parties that did not vote in favour, pursuant to Article L. 626-32 of the French <i>Code de commerce</i>).</p> <p>Following the subscription by the Consortium to the Consortium Capital Increase, the Consortium will hold a maximum stake of 50.185% of the Company's share capital on</p>

	<p>a fully diluted basis (it being specified that reaching this threshold of 50.185% of the Company's share capital is a key objective of the Consortium's investment in the context of the Restructuring).</p>
<p>Issue price</p>	<p>In case of a favourable vote by each of the Classes of Affected Parties on the Draft Accelerated Safeguard Plan: €0.1778 per Share (i.e. a nominal value of €0.01 per Share (taking into account the First Capital Reduction) plus €0.1678 of issue premium per Share).</p> <p>If at least one Class of Affected Parties has not voted in favour of the Draft Accelerated Safeguard Plan (case of cross-class cram-down with respect to the Class(es) of Affected Parties that have not voted in favour, pursuant to Article L.626-32 of the French <i>Code de commerce</i>): about €0.0178 per share (i.e. a nominal value of €0.01 euro per share (taking into account the First Capital Reduction) plus €0.0078 euro of issue premium per Share).</p>

<p>Terms of the issue in the event of a favourable vote of the class of Existing Shareholders</p>	<p>In the event of a favourable vote by the class of Existing Shareholders on the Draft Accelerated Safeguard Plan and without the need to implement a cross-class cram-down pursuant to Article L. 626-32 of the French <i>Code de commerce</i>, the class of Existing Shareholders shall delegate to the Board of directors (with the right to sub-delegate under the applicable legal and regulatory conditions) the authority to implement a capital increase of €1,158,777,088 (in case of approval of the Draft Accelerated Safeguard Plan of the Company by each Class of Affected Parties) or €1,160,080,552 (in case of non-approval of the Draft Accelerated Safeguard Plan of the Company by at least one of the Classes of Affected Parties), directly reserved to the Consortium members (directly or via affiliated companies), with removal of the preferential subscription right in favour of the latter according to the following allocation between them:</p> <table border="1" data-bbox="464 618 1393 1263"> <thead> <tr> <th rowspan="2">Name of beneficiary</th> <th colspan="2">Nominal amount of the subscription (excluding premium) (in euro)</th> <th colspan="2">Number of corresponding new Shares (in euro)</th> </tr> <tr> <th>In the event of approval of the Draft Accelerated Safeguard Plan of the Company by each Class of Affected Parties gathered today</th> <th>In the event of non-approval of the Draft Accelerated Safeguard Plan of the Company by at least one of the Classes of Affected Parties gathered today</th> <th>In the event of approval of the Draft Accelerated Safeguard Plan of the Company by each Class of Affected Parties gathered today</th> <th>In the event of non-approval of the Draft Accelerated Safeguard Plan of the Company by at least one of the Classes of Affected Parties gathered today</th> </tr> </thead> <tbody> <tr> <td>La Caisse des Dépôts et Consignations</td> <td>29,099,412.59</td> <td>290,994,126.50</td> <td>2,909,941,259</td> <td>29,099,412,650</td> </tr> <tr> <td>Mutuelle Assurance des Instituteurs de France</td> <td>19,239,281.05</td> <td>192,392,810.91</td> <td>1,923,928,105</td> <td>19,239,281,091</td> </tr> <tr> <td>CNP Assurances</td> <td>7,214,730.39</td> <td>72,147,304.09</td> <td>721,473,039</td> <td>7,214,730,409</td> </tr> <tr> <td>MACSF Epargne Retraite</td> <td>9,619,640.53</td> <td>96,196,405.46</td> <td>961,964,053</td> <td>9,619,640,546</td> </tr> <tr> <td>TOTAL</td> <td>65,173,064.56</td> <td>651,730,646.96</td> <td>6,517,306,456</td> <td>65,173,064,696</td> </tr> </tbody> </table>	Name of beneficiary	Nominal amount of the subscription (excluding premium) (in euro)		Number of corresponding new Shares (in euro)		In the event of approval of the Draft Accelerated Safeguard Plan of the Company by each Class of Affected Parties gathered today	In the event of non-approval of the Draft Accelerated Safeguard Plan of the Company by at least one of the Classes of Affected Parties gathered today	In the event of approval of the Draft Accelerated Safeguard Plan of the Company by each Class of Affected Parties gathered today	In the event of non-approval of the Draft Accelerated Safeguard Plan of the Company by at least one of the Classes of Affected Parties gathered today	La Caisse des Dépôts et Consignations	29,099,412.59	290,994,126.50	2,909,941,259	29,099,412,650	Mutuelle Assurance des Instituteurs de France	19,239,281.05	192,392,810.91	1,923,928,105	19,239,281,091	CNP Assurances	7,214,730.39	72,147,304.09	721,473,039	7,214,730,409	MACSF Epargne Retraite	9,619,640.53	96,196,405.46	961,964,053	9,619,640,546	TOTAL	65,173,064.56	651,730,646.96	6,517,306,456	65,173,064,696
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<p>Terms and conditions of the issue in the event of an unfavourable vote of the class of Existing Shareholders with cross-class cram-down</p>	<p>In the event of an unfavourable vote by the class of Existing Shareholders and where a cross-class cram-down pursuant to Article L. 626-32 of the French <i>Code de commerce</i> is decided by the <i>Tribunal de commerce spécialisé de Nanterre</i> with respect to the class of Existing Shareholders, the judgement of the <i>Tribunal de commerce spécialisé de Nanterre</i> approving the Accelerated Safeguard Plan will constitute an approval of the changes to the shareholding of the Company's capital and/or the rights of Equity Holders and/or the Articles of Association provided for in the Draft Accelerated Safeguard Plan.</p> <p>As a result, and in accordance with the wording of the Draft Resolutions, the Board of directors (with the option to sub-delegate under the applicable legal and regulatory conditions) would be delegated to carry out the transactions provided for in the Draft Accelerated Safeguard Plan, and in particular the capital increase with removal of the preferential subscription right reserved to the Consortium members according to the terms described in the paragraph above, with the obligation for the Board of directors to institute a priority right (<i>délai de priorité</i>) in favour of the Existing Shareholders under the conditions of Article L. 22-10-51 of the French <i>Code de commerce</i>, it being specified that:</p> <ul style="list-style-type: none"> - such non-negotiable and non-transferable priority right shall be exclusively reserved to the Existing Shareholders (i.e. shareholders registered prior to the Settlement Capital Increase, on the Existing Shareholder Record Date); for the avoidance of doubt, Unsecured Creditors whose Unsecured Debt would have been converted into Shares at the time of the Settlement Capital Increase shall 																																		

not benefit from this priority right in respect of the Shares subscribed in the context of the Settlement Capital Increase;

- the Existing Shareholders shall benefit from this priority right exclusively on the basis of the number of Shares held by them on the Existing Shareholders Record Date, plus, if applicable and subject to the conditions below related to the holding of Shares in pure registered form, the Shares they may have subscribed to in the context of the Settlement Capital Increase by exercising, on an irreducible basis, the preferential subscription rights detached from the Shares that they held on the Existing Shareholders Record Date;
- this priority right will therefore not benefit to:
 - (i) the Shares of the Company which would be subscribed by Existing Shareholders beyond the portion of the share capital they hold prior to the implementation of the equitisation operation of Unsecured Debts (for example, in the event of the acquisition of preferential subscription rights, and the exercise of these rights), or
 - (ii) the new Shares that would be subscribed by shareholders who would also have the status of Unsecured Creditor, due to the conversion of their Unsecured Debt in the context of the completion of the Settlement Capital Increase;
- in the event of exercise of the priority right, the new Shares shall be subscribed at the same price as those to be subscribed by the Consortium members in the context of the Consortium Capital Increase;
- in order to be able to take into account the number of Shares that may have been subscribed for in the context of the Settlement Capital Increase by the Existing Shareholders registered on the Existing Shareholders Record Date and to determine the total number of Shares on the basis of which the priority right in respect of the Consortium Capital Increase may be exercised, the Existing Shareholders should hold their shares in pure registered form, implying, for the Existing Shareholders currently holding their Shares in bearer form, to ask their financial intermediaries to apply for the registration of these Shares as pure registered shares, within deadlines to be communicated by the Company at a later date, and in any event before the launch of the Settlement Capital Increase;
- this priority right shall be exercisable during a period of three (3) business days as from the implementation of the delegation relating to the Consortium Capital Increase and shall not be transferable;
- in practice, this priority right will only benefit the Existing Shareholders registered on the Existing Shareholders Record Date, which will also be the date on which the Existing Shareholders registered in the account will be allocated the preferential subscription rights that will enable them to subscribe to the Settlement Capital Increase;
- there is no provision for subscription on a reducible basis under the priority right. The Existing Shareholders will therefore not be able to subscribe beyond the number of Shares to which they are entitled in respect of the exercise of the priority period (*délai de priorité*);
- if, for each Existing Shareholder, the exercise of a priority right results in a number of Shares other than a whole number, then the maximum number of Shares to which such Existing Shareholder may subscribe shall be rounded down to the nearest whole number, but may not be less than one Share;
- the amount of the Consortium members' subscriptions under their subscription commitments shall be reduced by an amount equal to the amount of the

	<p>subscriptions to the capital increase made, where applicable, by the Existing Shareholders exercising their priority right in accordance with the terms and conditions described above, between the members of the Group, in proportion to their subscription commitments; and</p> <ul style="list-style-type: none"> - new Shares not subscribed within the priority period by the Existing Shareholders will be subscribed by the Consortium. <p>If necessary, a court-appointed agent (<i>mandataire de justice</i>) may also be appointed by the <i>Tribunal de commerce spécialisé de Nanterre</i> in order to carry out the acts necessary for the achievement of the modifications of the shareholding or of the rights of the Equity Holders or of the Articles of Association, in accordance with Article L. 626-32 of the French <i>Code de commerce</i>.</p>
<p>Terms of the priority right of Existing Shareholders (if any)</p>	<p>If a priority right is to be established in accordance with what has been presented above, it shall only be exercised by the Existing Shareholders of the Company on an irreducible basis only. In the context of the priority right, the Existing Shareholders may subscribe on an irreducible basis up to their portion in the capital of the Company on the Existing Shareholders Record Date, plus, where applicable, the Shares subscribed on an irreducible basis in the context of the Settlement Capital Increase, subject to holding its Shares in registered form.</p> <p>In practice, each Existing Shareholder may place a priority subscription order on an irreducible basis related to a maximum number of Shares corresponding to (i) the number of Shares to be issued in the context of the Consortium Capital Increase (i.e. 65,173,064,696) multiplied by (ii) the number of Shares of the Company that it holds on the Existing Shareholders Record Date, increased, as the case may be, by the number of Shares subscribed on an irreducible basis in the context of the Settlement Capital Increase (provided that it holds its Shares in registered form) and divided by (iii) the number of Shares comprising the share capital of the Company after the completion of the Settlement Capital Increase and before the launch of the Consortium Capital Increase, i.e. 64,693,851,000 Shares. Each of these Shares should be subscribed at the subscription price of €0.0178 per Share (issue premium included).</p> <p>For example, an Existing Shareholder holding 100 Shares of the Company on the Existing Shareholders Record Date may place an irreducible priority subscription order related to a maximum number of Shares of: $65,173,064,696 \times (100 / 64,693,851,000) = 100$ Shares. Based on the subscription price of €0.0178 per Share (issue premium included), the total subscription price to be paid by that Existing Shareholder to subscribe for 100 Shares would be €1.78.</p> <p>For example, an Existing Shareholder holding 100 Shares of the Company on the Existing Shareholders Record Date and having subscribed on an irreducible basis up to all of its rights to new Shares at the time of the Settlement Capital Increase (i.e. 99,900 Shares) may place a priority subscription order on an irreducible basis related to a maximum number of Shares of: $65,173,064,696 \times (100,000 / 64,693,851,000) = 100,740$ Shares. Based on the subscription price of €0.0178 per Share (issue premium included), the total subscription price to be paid by such Existing Shareholder to subscribe to 100,740 Shares would be €1,793.17. For this shareholder, the total investment cost to maintain its shareholding percentage unchanged at the end of the Consortium Capital Increase (including participation in the Settlement Capital Increase) would thus amount to nearly €7,797.16.</p>
<p>Terms of payment of the subscription price</p>	<p>In cash only and in full on the subscription date.</p>

(b) *Characteristics of the Rights Issue*

A third capital increase of the Company in cash will be implemented following the settlement of the Shares issued in the context of the Consortium Capital Increase, with the upholding of the shareholders' preferential subscription rights, to which (i) the Consortium members, who will become shareholders upon completion of the Consortium Capital Increase, undertake to irrevocably subscribe to €196,465,251 (in case of approval of the Draft Accelerated Safeguard Plan of the Company by each Class of Affected Parties) or €195,729,430 (in the event of non-approval of the Draft Accelerated Safeguard Plan of the Company by at least one of the Classes of Affected Parties), by exercising their preferential subscription rights and (ii) the Existing Shareholders and the Unsecured Creditors may subscribe up to €195,020,660 (in the event of approval of the Draft Accelerated Safeguard Plan of the Company by each of the Classes of Affected Parties) or €194,290,243 (in the event of non-approval of the Draft Accelerated Safeguard Plan of the Company by at least one of the Classes of Affected Parties), such subscription amount being guaranteed by the SteerCo members in accordance with the Backstop Commitment (the “**Rights Issue**”).

It is proposed to the class of Existing Shareholders, gathered in Class of Affected Parties for the purpose of approving the Draft Accelerated Safeguard Plan in accordance with the provisions of Articles L.626-29 *et seq.* of the French *Code de commerce*, to delegate to the Board of directors of the Company its authority to carry out the Rights Issue, the main characteristics of which are as follows:

Issuer	Company
Securities issued	Ordinary shares fully assimilated to the Shares existing on the date of their issue and admitted to trading on Euronext (Paris).
Beneficiaries of the issue	Shareholders or any other holder of preferential subscription rights following the Consortium Capital Increase.
Amount of the issue	€391,485,912 (in the event of approval of the Draft Accelerated Safeguard Plan of the Company by each Class of the Affected Parties) or €390,019,673 (in the event of non-approval of the Draft Accelerated Safeguard Plan of the Company by at least one of the Classes of Affected Parties), on the basis of a pre-money valuation of the Company's securities set at €1,733,723,322.73 (in the event of approval of the Draft Accelerated Safeguard Plan of the Company by each of the Classes of the Affected Parties) or 1,727,229,978.76 (in the event of non-approval of the Draft Accelerated Safeguard Plan of the Company by at least one of the Classes of the Affected Parties) (after the Settlement of Unsecured Debts and taking into account the contribution of new equity of €1,158,777,088 or €1,160,080,552 as the case may be via the Consortium Capital Increase at a pre-money valuation of €1,150,256,670.78 or 1,151,550,547.80 as the case may be) resulting in the issuance of (i) 2,932,478,738 Shares in case of a favourable vote of each Class of Affected Parties and (ii) 29,324,787,415 Shares if at least one Class of Affected Party does not vote in favour of the Draft Accelerated Safeguard Plan (case of cross-class cram-down with respect to the Class(es) of Affected Parties that did not vote in favour, pursuant to Article L.626-32 of the French <i>Code de commerce</i>).
Issue price	In the event of a favourable vote by each Class of Affected Parties: €0.1335 per Share (i.e. a nominal value of €0.01 per Share (taking into account the First Capital Reduction) plus €0.1235 euro of issue premium per Share).
	If at least one Class of Affected Parties has not voted in favour of the Draft Accelerated Safeguard Plan (case of cross-class cram-down with respect to the Class(es) of Affected Parties that have not voted in favour, pursuant to Article L. 626-32 of the French <i>Code de commerce</i>): €0.0133 per Share (i.e. a nominal value of €0.01 per Share (taking into account the First Capital Reduction) plus €0.0033 of share premium per Share).

<p>Terms and conditions of the issue</p>	<p>Delegation of authority to the Board of directors for the purpose of carrying out a rights issue opened to all shareholders of the Company with a negotiable subscription right (reducible and irreducible) granted to all shareholders after the Settlement of the Unsecured Debts and the Consortium Capital Increase (i.e. Existing Shareholders, Converted Unsecured Creditors and Consortium Members).</p> <p>In the event of an unfavourable vote by the class of Existing Shareholders and where a cross-class cram-down pursuant to Article L. 626-32 of the French <i>Code de commerce</i> would be decided by the <i>Tribunal de commerce spécialisé de Nanterre</i> with respect to the class of Existing Shareholders, the judgement by the <i>Tribunal de commerce spécialisé de Nanterre</i> approving the Accelerated Safeguard Plan will constitute an approval of the changes of the shareholding of the Company's capital and/or the rights of Equity Holders and/or the Articles of Association provided for in the Draft Accelerated Safeguard Plan.</p> <p>If necessary, a court-appointed agent may also be appointed by the <i>Tribunal de commerce spécialisé de Nanterre</i> in order to carry out the acts necessary for the implementation of the statutory changes, in accordance with Article L. 626-32 of the French <i>Code de commerce</i>.</p>
<p>Terms of payment of the subscription price</p>	<p>In cash only and in full on the subscription date.</p>
<p>Undertaking of subscription by the Consortium</p>	<p>Commitment of the Consortium to subscribe to the Rights Issue in proportion to their shareholding, for an amount of €196,465,252 (in case of approval of the Draft Accelerated Safeguard Plan of the Company by each Class of Affected Parties) or €195,729,430 (in case of non-approval of the Draft Accelerated Safeguard Plan of the Company by at least one of the Classes of Affected Parties).</p> <p>If all or part of the beneficiaries of the preferential subscription right granted in respect of the Consortium Capital Increase exercise this right, terms and conditions will be implemented allowing the Consortium to reach the 50.185% stake in the Company's share capital (on a fully diluted basis) on the Restructuring Effective Date, such as, in particular: the Consortium members will be able to exercise all or part of their preferential subscription rights on a reducible basis and/or acquire preferential subscription rights in the context of the Rights Issue and/or the Shares, by any means (including on the market or by mutual agreement).</p>
<p>SteerCo Guarantee Commitment</p>	<p>The Backstop Commitment in the context of the Rights Issue shall be allocated among the SteerCo members (or their affiliates under the terms of the Agreement) in proportion to their individual holdings in the Unsecured Debt as of 31 January 2023, it being specified that the SteerCo may choose a different allocation of this SteerCo Guarantee Commitment.</p> <p>Each SteerCo member (or their affiliates under the terms of the Lock-Up Agreement) may elect not to exercise all or part of its portion of the Backstop Commitment, (provided that such unused amount be reallocated to the other SteerCo members (or their affiliates under the terms of the Lock-Up Agreement) wishing to exercise it in proportion to their holding of the Unsecured Debt by 31 January 2023 and provided that the guaranteed amount remains at any time equal to €195,020,660 (in the event of approval of the Draft Accelerated Safeguard Plan of the Company by each of the Classes of Affected Parties) or €194,290,243 (in the event of non-approval of the Draft Accelerated Safeguard Plan of the Company by at least one of the Classes of Affected Parties);</p>
<p>Consideration of the Guarantee</p>	<p>In consideration of their respective subscription and guarantee commitments under the Rights Issue and in the event of a favourable vote by the class of Existing Shareholders on the Draft Accelerated Safeguard Plan:</p> <p>(i) the Consortium members will be allocated 1,175,283 Warrants free of charge (corresponding to an amount equal to 10% of the agreed amount of the</p>

	<p>Consortium’s undertaking to subscribe for the Rights Issue), entitling their holders to a total of 0.728% of the share capital of the Company on a fully diluted basis, under the terms and conditions set out in Schedule 11 of the Draft Accelerated Safeguard Plan; and</p> <p>(ii) SteerCo members will be allocated 1,166,641 Warrants free of charge (corresponding to an amount equal to 10% of the amount of the Backstop Commitment, taking into account the prior Consolidation of Shares), entitling their holders to a total of 0.722% of the share capital of the Company on a fully diluted basis, on the terms and conditions set out in Schedule 11 to the Draft Accelerated Safeguard Plan.</p> <p>In the event that the class of Existing Shareholders votes against the Draft Accelerated Safeguard Plan and therefore does not approve the issuance of the Warrants:</p> <p>(i) the Company will put, on the agenda of a general meeting of the Company's shareholders to enable the issuance of the Warrants as soon as possible from the Restructuring Effective Date (and after the Consolidation of Shares and the Second Capital Reduction), (the Consortium members undertaking to approve the issue of the Warrants to the SteerCo members, and vice versa);</p> <p>(ii) and/or, should the Warrants not be issued in accordance with the terms and conditions provided for at the end of the transactions provided for herein within a period of six (6) months from the Restructuring Effective Date, the Consortium members and the SteerCo members shall receive from the Company the equivalent amount in cash (i.e. €19.6 million for the benefit of the Consortium Members and €19.4 million for the benefit of the SteerCo members), according to the same distribution key as the one initially applicable to the Warrants (the “Guarantee Fee”), it being specified that (i) if a SteerCo member whose Backstop Commitment has been called fails under this commitment, no Guarantee Fee will be due to it and (ii) if a Consortium member fails under its Consortium Subscription Commitment, no Guarantee Fee shall be due to it.</p> <p>It is specified that all (and not part) of the Warrants due to the SteerCo members and the Warrants due to the Consortium members will have to be issued.</p>
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The capitalisation tables of the Company after these equity transactions in respect of the Settlement of the Unsecured Debt and the New Money Capital Increases, according to the different subscription assumptions, are attached in **Schedule 12**.

3.1.2. Terms and Conditions of the New Money Financing

In order to meet the Company's short-term liquidity needs, each of the relevant G6 Banks has undertaken to participate in the provision of new credit facilities in accordance with the terms and conditions provided for in the new money facilities agreements (the “**New Money Facilities Agreements**”) and whose main characteristics are recalled below, according to the final structuring of the New Money Financing retained in the negotiations that took place during the Accelerated Safeguard Proceedings:

Borrowers	<ul style="list-style-type: none"> – Niort 94 and Niort 95 as joint co-borrowers and joint co-debtors for Credit D1A; and – Niort 94, Niort 95 and the Company as joint co-borrowers and joint co-debtors for Credits D1B, D2 and D3;
Lenders	<ul style="list-style-type: none"> – The Original Lenders as this term is defined in the New Money Facilities Agreements.

Type of Financing	<ul style="list-style-type: none"> – Revolving credits.
Purpose of the credits	<ul style="list-style-type: none"> – To finance or refinance, directly or indirectly, (i) the general corporate purposes of the Group (including, without limitation, debt service and capital expenditure) and (ii) all fees, costs and expenses related to the New Money Financing.
Maximum amount in principal	<p>€600,000,000 broken down into three loans:</p> <ul style="list-style-type: none"> – a credit of a maximum amount in principal of €400,000,000 (“Credit D1”), subdivided as follows: Credit D1A: €200,000,000; and Credit D1B: € 200,000,000; – a credit of a maximum amount in principal of €100,000,000 (“Credit D2”) it being specified that this maximum amount shall be reduced by the amount of the net proceeds of the real estate assets’ sale received by the members of the Group between the Opening Judgement to the benefit of the Company and the first drawing of Credit D2; and – a credit of a maximum amount in principal of €100,000,000 (“Credit D3”), it being specified that this maximum amount shall be reduced by the amount of the net proceeds from the real estate assets’ sale received by the members of the Group between the Opening Judgement to the benefit of the Company and the first drawing of Credit D3.
Amortization Profile	<ul style="list-style-type: none"> – Credit D1: revolving credit without reduction of the undertaking before the final maturity date; and – Credit D2 and Credit D3: revolving credits.
Availability Period	<ul style="list-style-type: none"> – Credit D1: from the date of signature of Credit D1 until one (1) month before the maturity date of Credit D1; – Credit D2: (x) from the earlier of (i) the date of signature of Credit D2 and (ii) the date on which Credit D1 has been drawn in full, and (y) one (1) month before the final maturity date of Credit D2; and – Credit D3: (x) between the earlier of (i) the date on which Credit D2 was fully drawn down and (ii) 31 August 2023 and (y) the date falling one month before the final maturity date of Credit D3.
Final Maturity Date	<ul style="list-style-type: none"> – Credit D1: 30 June 2026; – Credit D2: the earlier of the following dates: (i) 31 December 2023 and (ii) five (5) business days after the completion of the Consortium Capital Increase planned in the Accelerated Safeguard Plan approved by the <i>Tribunal de commerce spécialisé de Nanterre</i> to the benefit of the Company and the receipt in cash by the Company of the corresponding proceeds; and – Credit D3: the earlier of (i) 31 December 2023 and (ii) five (5) business days after the completion of all Consortium Capital Increase contemplated by the Accelerated Safeguard Plan approved by the <i>Tribunal de commerce spécialisé de Nanterre</i> for the Company and the receipt in cash by the Company of the corresponding proceeds.

Annual interest rate	EURIBOR + 2% per year.
Non-use fee	35% of the applicable margin from the date of signature of the New Money Facilities Agreement.
Prerequisites	<ul style="list-style-type: none"> – Drawing of Credits D1A, D1B, D2 and D3 subject to the fulfilment of the prerequisites as provided for in the New Money Facilities Agreements.
Mandatory early repayment case	<ul style="list-style-type: none"> – Illegality; – Change of control; – With regard to Credit D1: Refinancing/New Money (as more fully described in the New Money Facilities Agreement); – With regard to Credit D2 and Credit D3: <ul style="list-style-type: none"> (i) assignment of real estate assets (in accordance with the terms and conditions described in more detail in the New Money Loan Agreements); and (ii) proceeds from capital increases: the Company shall ensure that the proceeds of the Consortium Capital Increase provided for in the Judgement Approving the Plan, excluding the Settlement of Unsecured Debts, within five (5) business days from the settlement-delivery of the Consortium Capital Increase, will be used for early repayment: (iii) in each case: <ul style="list-style-type: none"> (x) in the first place, from Credit D3 (until full repayment and cancellation) and (xi) in the second place, from Credit D2 (until full repayment and cancellation).
Main undertakings of the Company	<ul style="list-style-type: none"> – Financial commitment: commitment that the loan to value ratio with regard to Niort 94 and Niort 95 (as detailed in the New Money Facilities Agreements) is (i) below 55% on 31 December 2023 and (ii) below 50% on 31 December for the following years; – Undertakings not to: <ul style="list-style-type: none"> ○ prohibition to grant security interests on the securities of ORESC 27, ORESC 26 (other than the first-ranking pledge under Luxembourg law), Niort 94 and Niort 95; and ○ prohibition on incurring financial debt by ORESC 27 and ORESC 26; and – Contribution Commitment: within the Draft Accelerated Safeguard Plan and as applicable under the terms of the judgement approving the Accelerated Safeguard Plan, commitment to contribute new equity from the Company (with a performance obligation and a subsidiary right of appeal in favour of the security agent) to Niort 94 and Niort 95 to make available the sums necessary to reconstitute and maintain a positive net position and to cover the service of interest on New Money Facilities and the structural and corporate costs of these entities (the “Contribution Commitment”).

Security interests, liens and subordination	<ul style="list-style-type: none"> – First Autonomous Guarantee (<i>garantie autonome à première demande</i>) issued by the Company for a maximum amount of €240,000,000 to the benefit of the agent acting on behalf of the initial lenders to guarantee all sums due under Credit D1A (the “Retroactive First Autonomous Guarantee”); – a first-ranking pledge under Luxembourg law granted by ORESC 27 on 100% of the securities of a Luxembourg company ORESC 26 directly holding 100% of the shares and voting rights of Niort 94 and Niort 95; – Daily assignment of professional claims (<i>cession Dailly de créances professionnelles</i>) of claims Niort 94 and Niort 95 hold or may hold over their direct or indirect Subsidiaries related to current accounts/intra-group loans made available to their respective direct and indirect Subsidiaries (excluding claims in respect of a cash pooling system within the Group); – claims pledge in respect of all claims that the Company holds or may hold over Niort 94 and Niort 95 and their respective direct or indirect Subsidiaries related to intragroup loans/advances granted by the Company to such entities (excluding claims in respect of a cash pooling arrangements to within the Group and those assigned as security for the Facilities Agreement of June 2022) (the “Intra-Group Claims Pledge”); – subordination between (i) the initial lenders under the New Money Facilities Agreements (senior creditors), (ii) Niort 94 and Niort 95 (co-borrowers) and (iii) the Company, ORESC 26 and ORESC 27 (subordinated creditors); and – granting of the post money privilege according to the judgement approving the Accelerated Safeguard Plan pursuant to Article L. 626-10 of the French <i>Code de commerce</i> in respect of all sums due under Credit D1B, Credit D2 and Credit D3.
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3.2. Restructuring of the secured financial debt of the Company

3.2.1. Proposal for amendment to the Facilities Agreement of June 2022 submitted to the class of creditors secured by the new money privilege (*privilège de conciliation*) under the Facilities Agreement of June 2022

(a) *Terms and conditions of the Amendment*

Under the terms of the Agreement Protocol, the G6 Banks according to Credits A, B and C1 of the Facilities Agreement of June 2022 have agreed to participate in the Classes of Affected Parties in which they have undertaken to vote in favour of the Draft Accelerated Safeguard Plan providing for the following main adjustments to the Facilities Agreement of June 2022 (the “**Amendment**”):

Extension of final maturity	– Final maturity date extended to 31 December 2027 (without prejudice to the amortization schedule)
Margin Reduction	– Margin reduced to 2.00% per year.
Adjustment of contractual amortisations	<ul style="list-style-type: none"> – 31 December 2023: principal maturity of €200 million of Credit A4 (of an amount of €200 million), with cancellation of the initial extension option; – 31 October 2024: principal maturity of €200 million of Credit A1;

	<ul style="list-style-type: none"> – 31 October 2025: principal maturity of €200 million of Credit A1 (increased by the total amount of net proceeds from real estate assets' and operational assets' sales received by the Group between the date on which the Amendment comes into force and 31 October 2025 (the “First Net Sale Proceeds”), up to €100 million); – 31 October 2026: €200 million principal maturity of Credit A1; and – 31 December 2027: (i) principal instalment of €600 million under Credit A2/A3 and (ii) €227,447,266.20 maturity in principal under Credit B.
Adjustment of early redemption events related to asset disposal program	<ul style="list-style-type: none"> – On 30 June of each year N (for the first time, 30 June 2025) for Credits A1, A2/A3 and B; – 75% of the net disposal proceeds related to the disposal of operating assets and real estate assets received by the Group members between the effective date of the Amendment and the 31 December of financial year N-1 less amortization, voluntary repayments and early mandatory prepayments (to which are added the First Net Sale Proceeds received by any Group member, even if they have not been allocated to early repayment of Credits A, B and C) between the date of entry into force of the Amendment and the 31 December of financial year N-1; – this amount must be reduced so as to ensure that the Group's liquidity, pro forma of this early repayment, is at least equal to €300,000,000 until 31 December of the year N.
Adjustment of disposal undertakings	<ul style="list-style-type: none"> – Disposal undertakings of real estate assets of €1.25 billion (gross value excluding duties) by 31 December 2025.
Entry into force	<ul style="list-style-type: none"> – As from the settlement of the Consortium Capital Increase and subject to the payment of accrued and unpaid interest (in accordance with the terms and conditions set out below in (b)), the Amendment shall enter into force (without prejudice to the other prerequisites to its entry into force therein) and shall apply in accordance with the terms and conditions of the Amendments to the Facilities Agreement of June 2022.

(b) *Other contractual commitments*

Waiver of events of default due to the implementation of the Restructuring	<ul style="list-style-type: none"> – Undertaking of each G6 Bank under the Facilities Agreement of June 2022 to irrevocably and unconditionally waive, any default, event of default, cross default or mandatory prepayment event related to Credits A, B and/or C, and more generally its Debts and the occurrence of which has occurred or may have occurred in the context of the Restructuring in accordance with the Draft Accelerated Safeguard Plan (whether such default, event of default, cross default or mandatory repayment event, potential or actual, be continuous or not). – Subject to the prior receipt of an express request formalised by the Company, which shall act as guarantor for its relevant Subsidiaries in this respect, and for the purposes of the implementation of the Restructuring, commitment of each G6 Bank under the Facilities Agreement of June 2022, each as far as it is concerned, to grant the necessary waivers to the Company and/or or to its Subsidiaries (as the case may be) in respect of all of ORPEA S.A.'s Debts and/or Subsidiaries' Debts related to:
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	<ul style="list-style-type: none"> ○ in respect of the Company, with the change of control clauses contained in the Financing Documentation, in particular the Facilities Agreement of June 2022 as well as the Financial Ratios clauses; and ○ in respect of the Subsidiaries, the change of control clauses and/or provision for control contained in the Subsidiary contractual documentation and the Financial Ratio clauses of such financing.
Payment of unpaid accrued interest	<ul style="list-style-type: none"> – Undertaking of the Company to sort out the payment of interest instalments due and unpaid under the Facilities Agreement of June 2022 between the opening date of the Accelerated Safeguard Proceedings and the Effective Date, without application of any late payment penalty or other costs in this respect, including interest under Credit A4 with initial maturity set at 30 June 2023.
Covenant	<ul style="list-style-type: none"> – Deactivation of the obligation to have a minimum liquidity amount of €300 million until the effective date of the Amendment.
Reporting	<ul style="list-style-type: none"> – Deactivation until 30 September 2023 of the consolidated reporting on the Group's financial information provided for under the terms of the Facilities Agreement of June 2022 (including reporting on the allocation by the Group of its operating income and any cash flow surpluses to the Refoundation Plan in accordance with the terms and conditions referred to in the November 2022 Business Plan); and – Retention of reporting related to the evolution of disputes and legal proceedings in progress in accordance with the terms of the Facilities Agreement of June 2022.

3.2.2. Proposed amendment to the Facilities Agreement of June 2022 submitted to the class of secured creditors 1 under Credit C1 of the Facilities Agreement of June 2022

The proposals detailed in Section 3.2.1 above apply to the class of secured creditors 1 under Credit C1 of the Facilities Agreement of June 2022 in this respect and are described in more detail in the terms of the Amendment.

3.2.3. Proposed amendment to the Facilities Agreement of June 2022 submitted to the class of secured creditors 2 under Credit C2 of the Facilities Agreement of June 2022

The proposals detailed in Section 3.2.1 above apply to the class of secured creditors 2 under Credit C2 of the Facilities Agreement of June 2022 in this respect and are described in more detail in the terms of the Amendment.

3.2.4. Development proposal submitted to the Class of holders of Secured Euro PP Bonds

Taking into consideration the secured nature of the Secured Euro PP Bonds²³, the Draft Accelerated Safeguard Plan provides for the adjustment of the Affected Claims according to the Secured Euro PP Bonds as follows:

- maintenance of the Secured Euro PP Bonds up to an amount capped at 35% of the principal amount of the Euro PP Secured Bonds, i.e. a total principal amount of €31,500,000;

²³ It should be recalled that the Secured Euro PP Bonds are secured by a mortgage (*hypothèque*) whose amount is capped in the event of enforcement to 35% of the principal amount of these bonds.

- repayment in full, in the context of the Settlement of the Unsecured Debt, of the remaining principal amount of the Secured Euro PP Bonds, i.e. a total amount of €58,500,000, in the context of the Settlement of Unsecured Debts (the “**Secured Euro PP Settled Claims**”); and
- with regard to the so-called increment clause, and given the ongoing Accelerated Safeguard Proceedings, the effectiveness of this clause will only resume as from January 2024, it being specified that the assets likely to be concerned will not be subject to a specific location; and
- in respect of the contractual interest of the Secured Euro PP Bonds:
 - the interest on the unsecured portion of the Secured Euro PP Bonds, i.e. 65% of the interest, will be treated as interest of the Unsecured Debt, as described in Section 3.4.1 of Part III.
 - the interest on the secured part of the Secured Euro PP Bonds, i.e. 35% of the interest, will be treated as follows:
 - interest falling due between the date of the Opening Judgment (inclusive) and the date of adoption of the Draft Accelerated Safeguard Plan by the *Tribunal de commerce spécialisé de Nanterre* (inclusive) will be paid in cash on the date of adoption of the Accelerated Safeguard Plan; and
 - interest falling due after the adoption of the Accelerated Safeguard Plan by the *Tribunal de commerce spécialisé de Nanterre* (excluded) will be paid in cash on its due date.

In consideration of the specific undertakings given by the holders of the Euro PP Secured Bonds, the Company will pay to each of the holders of Secured Euro PP Bonds an additional fee of 25 basis points of the amount of their claim under the Secured Euro PP Bonds, as at the date of the conclusion of the relevant bilateral agreements. This additional fee will be paid in cash by the Company within five (5) business days following the settlement date of the Consortium Capital Increase.

Insofar as necessary, it is specified that the repayment of the Secured Euro PP Settled Claims cleared in accordance with this clause shall entail the extinction of the latter, whether due or to mature, on any grounds whatsoever. The Secured Euro PP Settled Claims will therefore be extinguished without the need for any further formalities.

The documentation related to the implementation of the provisions of the Draft Accelerated Safeguard Plan with respect to the Secured Euro PP Bonds must be approved between the Company and the holders of Secured Euro PP Bonds, in accordance with the agreements entered into between the parties.

3.3. Restructuring of the Company's Privileged Tax and Social Claims subject to the class of privileged tax and social security creditors

In parallel with the efforts requested from the Company's private creditors, the Draft Accelerated Safeguard Plan provides for the Settlement of the Tax and Social Claims as of the Opening, the Tax Readjustment Claims as well as the Provisional Tax Readjustment Claims (together the “**Privileged Tax and Social Claims**”).

3.3.1. Proposal to reschedule Tax and Social Claims as of the Opening subject to (with regard to the employer's portion only)

In accordance with the agreements obtained by the Company, it has been agreed that these claims will be spread over twelve (12) months from (i) the date on which the judgment adopting the

Accelerated Safeguard Plan becomes res judicata (provided that the Judicial Administrators have proposed the admission of the filed claim and that the Supervisory Judge has not been seized of any dispute) or, (ii) in the event of a dispute over the filed claim, from the date of its definitive admission to the Company's liabilities.

This processing concerns the following contributions and/or taxes:

- the URSSAF contributions for the employer's portion of March 2023 from 1st March to the date of the Opening Judgment, URSSAF having confirmed its agreement in a letter dated 13 March 2023;
- the employer's supplementary pension contributions, as the B2V group (pension fund) accepted the Company's proposal by email dated 9 March 2023;
- the employer's contributions related to the MMA (mutual insurance) / COVEA (provident fund premiums) part, Verlingue having given its agreement by an email dated 15 March 2023; and
- the wage tax, the Direction des Grandes Entreprises having accepted this treatment by two emails dated 14 February 2023 and 9 March 2023 respectively.

All of these Tax and Social Claims as of the Opening constitute privileged tax and social claims.

3.3.2. Proposal to reschedule the Tax Readjustment Claim and the Provisional Tax Readjustment Claims

By email dated 13 March 2023, the Company requested the agreement of the Direction des Grandes Entreprises on the adjustment of the repayment schedule of the Tax Adjustment Claim and of the Provisional Tax Adjustment Claim over twelve (12) months from (i) the date on which the judgment approving the Accelerated Safeguard Plan becomes res judicata (provided that the Judicial Administrators have proposed the admission of the filed claim and that no dispute has been referred to the Supervisory Judge) or, (ii) in the event of a dispute over the filed claim, from the date of the final admission of the claim to the liabilities of the Company.

This request was returned favourably by email on 14 March 2023, and reiterated by email on 16 March 2023.

For the avoidance of doubt, it is specified that all the Debts prior to the Opening Judgment in respect of the Company's Privileged Tax and Social Claims are dealt with under the Accelerated Safeguard Plan.

3.4. Restructuring of the Company's unsecured financial and public debt

3.4.1. Settlement proposals submitted to the class of unsecured creditors 1 and to the class of unsecured creditors 2

For Unsecured Debts held by Unsecured Creditors as of the date of the Opening Judgment, the Draft Accelerated Safeguard Plan provides for a full settlement of such debts, if necessary by equitisation (Paragraph (a) below). In order to allow those of its Unsecured Creditors who would not wish to, or could not, hold Shares in the Company directly, the Company proposes to set up a method of performance for them, via the creation of an SPV (paragraph (b) below).

(a) Main proposal: Settlement of Unsecured Debt

The entire amount of the Company's Unsecured Debt in principal held by all Unsecured Creditors (corresponding to around €3.8 billion in principal), as well as the Interests as of the Opening of the Proceedings to be Equitised and the Interests as of the Adoption of the Plan to be Equitised,

will be settled in the context of a rights issue (i) in priority, via the payment in cash of all or part of the amount of the Unsecured Debt with the proceeds of the cash subscriptions to said capital increase of the Existing Shareholders who exercised their preferential subscription rights, and (ii) for the balance that would not have been subscribed for in cash by the Existing Shareholders, via the conversion by the Unsecured Creditors of the Unsecured Debt that they hold into new Shares of the Company, in the context of their undertaking to subscribe to this capital increase by way of guarantee through a set-off against the claims that they hold in respect of the Unsecured Debt (the “**Settlement Capital Increase**”).

In the event that no cash subscription from the Existing Shareholders is received by the Company in the context of the said Settlement Capital Increase, the holders of the Unsecured Debt will receive (i) 99% of the share capital of the Company in case of a favourable vote of each Class of Affected Parties or (ii) 99.9% of the share capital of the Company if at least one Class of Affected Parties has not voted in favour of the Draft Accelerated Safeguard Plan (case of cross-class cram-down with respect to the class(es) that did not vote in favour, pursuant to Article L.626-32 of the French *Code de commerce*), prior to the Consortium Capital Increase and the Rights Issue (as defined above, in Section 3.1.1 of Part III).

It is proposed to the class of Existing Shareholders, gathered in the Class of Affected Parties for the purpose of approving the Draft Accelerated Safeguard Plan in accordance with the provisions of Articles L.626-29 *et seq.* of the French *Code de commerce*, to delegate to the Board of directors of the Company its authority to carry out the Settlement Capital Increase, the main characteristics of which are as follows, and which terms and conditions of implementation are set out in the Term Sheet:

Issuer	Company
Securities issued	Ordinary shares fully assimilated to existing ordinary Shares from the date of their issue and admitted to trading on Euronext (Paris).
Beneficiaries of the issue	Existing Shareholders or any other holder of preferential subscription rights.
Amount of the issue	Total amount in euro (the “ Total Amount of the Capital Increase ”) (i) of the Unsecured Debt at the Record Date (i.e. €3,822,719,247 in principal), (ii) 70% of the total amount of interests on the Unsecured Debt accrued (but not yet due on or before the date of the Opening Judgment (excluded)) (amounting to €24,871,699 and (iii) the amount of the interests of the Unsecured Debt accrued or due between the date of the Opening Judgment (inclusive) and the date of adoption of the Accelerated Safeguard Plan by the <i>Tribunal de commerce spécialisé de Nanterre</i> (inclusive) ²⁴ resulting in the issuance of (i) approximately 6,404,691,249 new Shares if each Class of Affected Parties votes in favour and (ii) 64,629,157,149 new Shares if at least one Class of Affected Parties has not voted in favour of the Draft Accelerated Safeguard Plan (case of cross-class cram-down with respect to the class(es) that did not vote in favour, pursuant to Article L.626-32 of the French <i>Code de commerce</i>).
Issue price	In case of a favourable vote of each Class of Affected Parties, the issue price (based on a nominal value of €0.01 and issue premium included) equals to (x) the Total Amount of the Capital Increase divided by (y) the number of new Shares to be issued, i.e. 6,404,691,249 new Shares ²⁵ . If at least one Class of Affected Parties has not voted in favour of the Draft Accelerated Safeguard Plan (case of cross-class cram-down with respect to the class(es) that did not vote in favour, pursuant to Article L.626-32 of the French <i>Code de commerce</i>), issue

²⁴By way of illustration, assuming the adoption of the Draft Accelerated Safeguard Plan by the *Tribunal de commerce spécialisé de Nanterre* on 24 July 2023 (i.e. at the end of the 4-month period by the effect of the judgment dated 22 May 2023 of the *Tribunal de commerce spécialisé de Nanterre* authorising the extension of the Accelerated Safeguard Proceedings), the Total Amount of the Capital Increase (including the issue premium) would amount to a maximum of €3,886,205,875.

²⁵ By way of illustration, assuming the adoption of the Draft Accelerated Safeguard Plan by the *Tribunal de commerce spécialisé de Nanterre* on 24 July 2023, i.e. a Total Amount of the Capital Increase (including issue premium) of a maximum of €3,886,205,875, the subscription price of the new Shares issued pursuant to this resolution will be equal to €0.6067 per new Share, i.e. €0.01 par nominal value (taking into account the First Capital Reduction) and €0.5967 of issue premium per new Share.

	price (on the basis of a nominal value of €0.01 and issue premium included) equals to (x) the Total Amount of the Capital Increase divided by (y) the number of new Shares to be issued, i.e. 64,629,157,149 new Shares ²⁶ .
Terms and conditions of the issue	<p>Delegation of authority to the Board of directors to proceed with a rights issue with preferential subscription right of the Existing Shareholders, guaranteed by all the Unsecured Creditors of the Company, pro rata to their Unsecured Debts, at the Record Date.</p> <p>For the avoidance of doubt, it is specified that any cash subscription proceeds resulting from the exercise of the preferential subscription rights of the Existing Shareholders will be allocated to the repayment of the Company's Unsecured Debt at par and pro rata, on or immediately after the Restructuring Effective Date.</p> <p>The Shares issued and not subscribed at the end of the subscription period for the Settlement Capital Increase will be subscribed in full by the Unsecured Creditors by way of set-off against their claims according to the Unsecured Debt.</p>
Terms of payment of the subscription price	<ul style="list-style-type: none"> - In cash in full on the subscription date; - Guaranteed by a release by way of set-off against the total amount of certain, liquid and due unsecured claims held by the Unsecured Creditors as at the Record Date. <p>For the avoidance of doubt, it is specified that all of the Unsecured Debt will automatically become certain, liquid and payable on the date of issue of the new Shares resulting from the Settlement of Unsecured Debts in order to allow the subscription of the new Shares resulting from the Settlement of Unsecured Debts to be paid in full by way of debt compensation.</p> <p>The balance of Unsecured Debts not offset or settled in cash in the context of the Settlement of Unsecured Debts (including the treatment of the related interests described in paragraph (c) below), in particular as a result of fractional shares, shall be irrevocably waived on the Restructuring Effective Date.</p>
Treatment of Interests on Unsecured Debt	Interests on Unsecured Debt will be treated as described in paragraph (c) below.
Non-transferability	No Unsecured Creditor shall sell, assign or transfer whatsoever (including by way of sub-participation agreements) all or part of its Unsecured Debt from the Record Date and until the later of the dates between (i) the settlement of the new Shares resulting from the Settlement of Unsecured Debts and (ii) the repayment of the Unsecured Debt at par and pro rata to the subscription of the Existing Shareholders.
Existing Shareholders	In the event of a positive vote by each Class of Affected Parties: the Existing Shareholders of the Company will retain 1% of the share capital of the Company's share capital following the Settlement of Unsecured Debts, in the event that no Existing Shareholder subscribes to the Settlement Capital Increase.

²⁶ By way of illustration, assuming the adoption of the Accelerated Safeguard Plan by the *Tribunal de commerce spécialisé de Nanterre* on 24 July 2023, i.e. a Total Amount of the Capital Increase (including issue premium) of a maximum of €3,886,205,875, the subscription price of the new Shares issued pursuant to this resolution will be equal to €0.0601 per new Share, i.e. €0.01 par value (taking into account the First Capital Reduction) and €0.0501 of issue premium per new Share.

	<p>If at least one Class of Affected Parties has not voted in favour of the Draft Accelerated Safeguard Plan (case of cross-class cram-down with respect to the class(es) that did not vote in favour, pursuant to Article L. 626-32 of the French <i>Code de commerce</i>): the Existing Shareholders of the Company will retain 0.1% of the share capital of the Company following the Settlement of Unsecured Debts in the event that no Existing Shareholder subscribes to the Settlement Capital Increase.</p>
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(b) Enforcement method: Transfer of Unsecured Debt to an SPV

<p>Purpose and mechanism of the SPV</p>	<p>To the extent that certain Unsecured Creditors voting in favour of the Draft Accelerated Safeguard Plan are unable to, or decide not to convert all or part of their portion of Unsecured Debt into ordinary Shares, such Unsecured Creditors voting in favour of the Draft Accelerated Safeguard Plan will have the option to transfer all or part of their Unsecured Debt without discount to an SPV in exchange for bonds issued by the SPV (the “SPV Option”).</p> <p>It is specified that any cash subscription proceeds resulting from the exercise of the preferential subscription rights of the Existing Shareholders will be allocated to the repayment of the Unsecured Debt of ORPEA S.A. at par and pro rata, on or immediately after the Restructuring Effective Date, including in the event of an SPV Option.</p> <p>The SPV will then convert the relevant part of the Unsecured Debt into equity in the context of the Settlement of Unsecured Debts, it being specified that the SPV Option will be subject to a maximum subscription by the Unsecured Creditors of 25% of the Unsecured Debt (i.e. an amount in principal of Unsecured Debt of €956 million), it being specified that this percentage may be increased if the Consortium members, the SteerCo members and the Company agree on this percentage. The implementation of the SPV will not be subject to a minimum subscription amount for the SPV Option.</p> <p>In the event of a subscription to the SPV Option in excess of 25% of the Unsecured Debt (or any other percentage agreed), a proportional reduction mechanism (based on the amounts of Unsecured Debt in respect of which the Unsecured Creditors who voted in favour of the Draft Plan have expressed a wish to transfer to the SPV) will be applied and the balance of the Unsecured Debt that would not benefit from the SPV Option will be allocated (directly) to the Settlement of Unsecured Debts.</p> <p>Unsecured Creditors voting against the Draft Accelerated Safeguard Plan or Unsecured Creditors abstaining from voting will be deemed to have elected the direct conversion of claims into equity (rather than the SPV Option).</p>
<p>SPV terms and conditions</p>	<p>The terms and conditions of the SPV Option and the SPV mandate will be agreed in the long form documentation between SteerCo members, the Consortium members and the Company.</p> <p>Where necessary, it can already be stated that:</p> <ul style="list-style-type: none"> – the SPV will be held by a foundation under Dutch law (<i>Stichting</i>), but without members or share capital, which will be created with a specific object; – the SPV will participate in the general meetings of the Company but will abstain from voting, so that the Shares it holds are counted for quorum purposes but do not affect majorities (applicable after the issue of equity or quasi-equity instruments); – the SPV will be specifically responsible for selling its shareholding in the Company; – the Company Shares held by the SPV will be non-transferable for a period of two (2) years from the Restructuring Effective Date; – orderly sale provisions will be included in the transfer mechanism, which the Company may waive;

	<ul style="list-style-type: none"> – the Company will have a right of first refusal on the Shares to be sold at the last month's weighted average price (1M Volume-Weighted Average Price); – the net proceeds of disposals and dividends received by the SPV will be used for (i) the operating costs of the SPV and (ii) distributions to the creditors of the SPV; – an undertaking to accept any takeover bid received and recommended by the Board of directors of the Company will be agreed; – the reasonable costs of implementation of the SPV will be borne by the Company; – the operating costs will be borne by the SPV; and – the SPV will be allowed to sell its preferential subscription rights only to the extent that the proceeds of this sale will be used to exercise other preferential subscription rights (blank transaction).
Maturity	None. The claim will be extinguished on the winding up of the SPV once all the Shares held by the SPV in the Company have been disposed of.
Coupon	0.1% PIK per year.
Quotation	The financial instruments of the SPV (TSSDI or similar instruments) shall be admitted to trading on a regulated market satisfactory to the SteerCo members no later than two (2) months after the Restructuring Effective Date.

The detailed terms and conditions of the Settlement of Unsecured Debts and the terms and conditions under which it is proposed to the class of Existing Shareholders to delegate to the Board of directors (with the option to sub-delegate under the applicable legal and regulatory conditions) its authority to proceed with the Settlement of Unsecured Debts, are included in the Draft Resolutions.

The adoption of the Draft Accelerated Safeguard Plan by the class of Existing Shareholders will entail the adoption of this resolution and the delegation of authority to the Board of directors provided for therein. In the event of cross-class cram-down with respect to the class of Existing Shareholders in accordance with Article L. 626-32 of the French *Code de commerce*, the judgement by the *Tribunal de commerce spécialisé de Nanterre* approving the Draft Accelerated Safeguard Plan, will constitute an approval of the changes to the shareholding in the Company's share capital and/or the rights of the Equity Holders and/or the Articles of Association provided for in the Draft Accelerated Safeguard Plan. As a result, and in accordance with the terms of the Draft Resolutions, the Board of directors (with the right to sub-delegate under the applicable legal and regulatory conditions) would have the authority to carry out the operations provided for by the Draft Accelerated Safeguard Plan, and in particular for the purposes of carrying out the capital increases in accordance with the terms of the aforementioned resolutions.

If necessary, a court-appointed agent (*mandataire de justice*) may also be appointed by the *Tribunal de commerce spécialisé de Nanterre* in order to carry out the acts necessary for the implementation of the modifications of the shareholding or of the rights of the Equity Holders or of the Articles of Association, in accordance with Article L. 626-32 of the French *Code de commerce*.

A summary of the main features of the Settlement of Unsecured Debts operation (as well as the New Money Capital Increases), in the event of a favourable vote by at least one Class of Affected Parties or in the event of an unfavourable vote by at least one Class of Affected Parties (cross-class cram-down with respect to the Class(s) of Affected Parties not having voted in favour of the Draft Accelerated Safeguard Plan in accordance with Article L. 626-32 of the French *Code de commerce*) is set out in **Schedule 8**.

(c) *Treatment of Interests on Unsecured Debt*

Interests on the Unsecured Debt due in accordance with the contractual schedules set out in the Financing Documentation was paid in cash on its due date prior to (but excluding) the date of the Opening Judgment.

Interests accrued on the Unsecured Debt (but not yet due on or before the date of the Opening Judgment (excluding the date of the Opening Judgment)) (the “**Relevant Interests**”), excluding late payment interests, penalties, use fees and/or commitment fees) will be treated as follows:

- 30% of the total amount of the Relevant Interests will be settled in cash on the Restructuring Effective Date or thereabouts; and
- 70% of the total amount of the Relevant Interests will be fully converted into equity in the context of the Settlement of Unsecured Debts (the “**Interests as of the Opening of the Proceedings to be Equitised**”).

Interests on the Unsecured Debt accrued or due between the date of the Opening Judgment (inclusive) and the date of adoption of the Accelerated Safeguard Plan by the *Tribunal de commerce spécialisé de Nanterre* (inclusive) will be converted into equity in the context of the Settlement of Unsecured Debts (“**Interests as of the Adoption of the Plan to be Equitised**” excluding late payment interests, penalties, use fees and/or commitment fees, and other).

No further interest will accrue on the Unsecured Debt as from the adoption of the Accelerated Safeguard Plan by the *Tribunal de commerce spécialisé de Nanterre*.

3.4.2. Proposals for the settlement of the CNSA Claim submitted to the class of public creditors

Pursuant to the CNSA Agreement dated 23 May 2023, the CNSA has undertaken to irrevocably waive any subsequent dispute regarding the amount of its CNSA Claim and has accepted the settlement of its CNSA claim as follows:

- €13,900,000 payable on 31 December 2023;
- €17,900,000 payable on 31 December 2024; and
- €24,009,664.83 payable on 31 December 2025.

It is specified that:

- it is in consideration of the nature of the current and future relations between the Company and the CNSA, as well as the nature of the claims held by the CNSA, that this particular treatment of the CNSA Claim has been agreed within the Draft Accelerated Safeguard Plan; and
- this CNSA Agreement will be considered as a vote by the CNSA in favour of the Accelerated Safeguard Plan within the meaning of Article L. 626-30-2, paragraph 7, of the French *Code de commerce*.

3.5. Restructuring of the Company’s equity and Articles of Association submitted to the class of Existing Shareholders

The Draft Accelerated Safeguard Plan provides for the following changes to the Company's equity and Articles of Association, which will be submitted to the class of Existing Shareholders for approval:

3.5.1. Settlement of the Unsecured Debts

The Draft Accelerated Safeguard Plan provides for the settlement of the entire principal amount of the Company's Unsecured Debt held by all Unsecured Creditors (corresponding to approximately €3.8 billion in principal), as well as the Interests as of the Opening of the Proceedings to be Equitised (as defined below and corresponding to €24,872 million) and the Interests as of the Adoption of the Plan to be Equitised in the context of the Settlement Capital Increase, the terms of which are ascribed in Section 3.4.1 above.

3.5.2. New cash contribution to equity

The Draft Accelerated Safeguard Plan provides for the completion, following the settlement of the issue of the Shares as part of the Settlement Capital Increase, of a second Capital Increase of the Company, referred to as the Consortium Capital Increase, under which the Consortium members undertake, acting jointly but not severally, and each for the amounts set out in Schedule 10, to subscribe in cash for a maximum amount of €1,158,777,088 in the event of approval of the Draft Accelerated Safeguard Plan by each of the Classes of Affected Parties, or €1,160,080,552 in the event of non-approval of the Draft Accelerated Safeguard Plan by one of the Classes of Affected Parties, in accordance with the terms ascribed in Section 3.1.1(a) above.

The Draft Accelerated Safeguard Plan also provides for the implementation of a third capital increase in cash of the Company, with maintenance of the shareholders' preferential subscription rights, referred to as the Rights Issue, following the settlement of the Shares issued under the Consortium Capital Increase, to which (i) the Consortium members, who have become shareholders upon completion of the Consortium Capital Increase, undertake to irrevocably subscribe, by exercising their preferential subscription rights under the Consortium's Subscription Commitment, for an amount of approximately €196 million and (ii) in their capacity as shareholders (if applicable), the Unsecured Creditors who have become shareholders and the Existing Shareholders will be able to subscribe for an amount of €195 million in the event of approval of the Draft Accelerated Safeguard Plan by each of the Classes of Affected Parties, or for an amount of €194 million in the event of non-approval of the Draft Accelerated Safeguard Plan by one of the Classes of Affected Parties, fully guaranteed by the SteerCo members under the Backstop Commitment in accordance with the terms and conditions ascribed in Section 3.1.1(b) above.

3.5.3. Terms and conditions of the new Shares to be issued under the Settlement Capital Increase and the New Money Capital Increases

The Company's new Shares issued under the Settlement Capital Increase and the New Money Capital Increases will be fully assimilated with the Company's existing Shares as from their date of issue. They will be freely tradable, subject to compliance with applicable regulations.

They will be admitted to trading on the Euronext Paris regulated market on the same quotation line as the Company's existing Shares.

3.5.4. Rules for handling rounding and fractional shares

The exact number of securities to be issued under the Settlement Capital Increase and under each of the New Money Capital Increases, the size of each of the relevant issues and the number of Shares to which warrants entitle the holder upon exercise, may only be adjusted by the Company in order to take into account (i) rounding issues, in particular regarding the preferential subscription rights under the Settlement Capital Increase and the Rights Issue and the priority right under the Consortium Capital Increase, as well as (ii) fractional share issues and (iii) other technical issues, if any. Any adjustments will require the prior agreement of the SteerCo members and the Consortium members.

It is specified that the total amount of the subscriptions of a shareholder or investor participating in one of the Capital Increases will be rounded up to the next euro cent.

No fractional shares may be allocated to the beneficiaries of the Settlement Capital Increase and of each of the New Money Capital Increases. Consequently, the number of Shares allocated to each beneficiary of the Settlement Capital Increase and of each of the New Money Capital Increases will be rounded down to the nearest whole number and the balance of fractional claims (if any) will be definitively and irrevocably waived by the relevant beneficiaries.

3.5.5. Equity transactions other than the Settlement Capital Increase and the New Money Capital Increases

(a) *First loss-driven capital reduction prior to the completion of the Settlement of Unsecured Debts*

It is proposed to the class of Existing Shareholders, gathered in a Class of Affected Parties for the purpose of approving the Draft Accelerated Safeguard Plan in accordance with the provisions of Articles L.626-29 et seq. of the French *Code de commerce*, to delegate to the Company's Board of directors its authority to implement, prior to the implementation of the Settlement of Unsecured Debts, a loss-driven capital reduction of the Company by way of a reduction of the nominal value of its Shares from €1.25 to €0.01 per share (the "**First Capital Reduction**"), which is an essential prerequisite for the completion of the Settlement Capital Increase and the New Money Capital Increases, given their issue price.

Based on the number of existing ORPEA Shares (64,693,851 Shares), the amount of the First Capital Reduction would be up to a maximum of €80,220,375.24 (i.e. a share capital of €646,938.51 after completion of the First Capital Reduction) and would be allocated to a special unavailable reserves account. This First Capital Reduction would be a capital reduction motivated by the losses set out in the Company's annual accounts approved by the Board of directors on 11 May 2023 for the financial year ending 31 December 2022 (i.e. €3,477,069), not yet approved by the Company's annual general meeting of the shareholders (sure losses after allocation of said losses to the Company's premiums and reserves, i.e. €644,239,063). The loss-driven capital reduction will not give rise to any right of opposition from creditors, in accordance with the provisions of Article L. 225-205 of the French *Code de commerce*.

The detailed terms of the First Capital Reduction and the conditions under which it is proposed that the class of Existing Shareholders delegate to the Board of directors (with the ability to sub-delegate under the applicable legal and regulatory conditions) its authority to carry out the First Capital Reduction, are included in the Draft Resolutions set out **Schedule 7**.

The approval of the Draft Accelerated Safeguard Plan by the class of Existing Shareholders will entail adoption of this resolution and of the delegation of authority to the Board of directors provided for therein. In the event of a cross-class cram-down against the class of Existing Shareholders in accordance with Article L. 626-32 of the French *Code de commerce*, the judgment of the *Tribunal de commerce spécialisé de Nanterre* approving the Accelerated Safeguard Plan will be deemed to constitute approval of the changes to the Company's shareholding and/or the rights of Equity Holders and/or the articles of association provided for in the Draft Accelerated Safeguard Plan. As a result, the Board of directors would therefore be empowered (with the right to sub-delegate under the applicable legal and regulatory conditions) to carry out the operations provided for in the Draft Accelerated Safeguard Plan, and specially to carry out the First Capital Reduction in accordance with the terms of the aforementioned resolution.

If necessary, a judicial representative (*mandataire de justice*) may also be appointed by the *Tribunal de commerce spécialisé de Nanterre* for the purpose of implementing the deeds necessary to achieve the modifications of the shareholding or of the rights of the Equity Holders or of the articles of association, in accordance with Article L. 626-32 of the French *Code de commerce*.

(b) *Issuance of the Warrants*

It is proposed to the class of Existing Shareholders, gathered in a Class of Affected Parties to approve the Draft Accelerated Safeguard Plan in accordance with the provisions of Articles L.626-29 et seq. of the French *Code de commerce*, to delegate to the Board of directors of the Company, after the implementation of the Consolidation of Shares and the Second Capital Reduction (these capital transactions occurring at the end of the Restructuring Effective Date ascribed in Section 3.6 of Part III below), its authority to issue to specified persons the Warrants with the following common terms and characteristics:

- Issuer: the Company;
- Instruments: Warrants issued and allocated free of charge;
- Beneficiaries:
 - the Consortium members, in proportion to their participation in the Rights Issue; and
 - the SteerCo members, in proportion to their participation in the Backstop Commitment on the first day of the subscription period for the individual Rights Issue in the Unsecured Debt on 31 January 2023, it being specified that the SteerCo may choose a different distribution between its members;
- Number:
 - (i). In the event of approval of the Draft Accelerated Safeguard Plan by each of the Classes of Affected Parties, 1,175,283 Warrants (given the Consolidation of Shares ascribed in Section 3.6.1 of Part III below) for the benefit of the Consortium members, and (ii) in the event of non-approval of the Draft Accelerated Safeguard Plan by one of the Classes of Affected Parties, 1,170,888 Warrants (given the Consolidation of Shares ascribed in Section 3.6.1 of Part III below) for the benefit of the Consortium members, and
 - (ii). In the event of approval of the Accelerated Safeguard Plan by each of the Classes of Affected Parties, 1,166,641 Warrants (given the Consolidation of Shares ascribed in Section 3.6.1 of Part III below) for the benefit of the SteerCo members and (ii) in the event of non-approval of the Draft Accelerated Safeguard Plan by one of the Classes of Affected Parties, 1,162,279 Warrants (given the Consolidation of Shares ascribed in Section 3.6.1 of Part III below) for the benefit of the SteerCo members;
- Subscription right: 1 Warrant entitles the holder to subscribe to 1 new Share at a price of €0.01 per new Share;
- Payment of the exercise price: in cash only (without offsetting receivables);
- Exercise period: the Warrants may be exercised at any time during a period of six (6) months from their settlement, the Warrants not exercised within this period becoming null and void, thereby losing all value and all rights attached thereto;
- Anti-dilutive adjustments:
 - the transactions described in Articles L. 228-98 and L. 228-101 of the French *Code de commerce* may be carried out without the prior authorisation of the Warrants' holders;

- the Warrants include the anti-dilution adjustments to the standard exercise ratio;
- Applicable law: the Warrants will be subject to French law.

The terms and conditions of the Warrants are set out in **Schedule 11**.

The detailed terms of the Warrants' issuance and the conditions under which it is proposed that the class of Existing Shareholders delegate to the Board of Directors (with the ability to sub-delegate under the applicable legal and regulatory conditions) its authority to carry out the issuance of the Warrants, are included in the Draft Resolutions set out in **Schedule 7**.

The approbation of the Draft Accelerated Safeguard Plan by the class of Existing Shareholders will entail adoption of these resolutions and the delegation of authority to the Board of directors provided for therein.

In the event of the class of Existing Shareholders votes against the Draft Accelerated Safeguard Plan and therefore does not approve the issuance of the Warrants, the Company will put on the agenda of the Company's extraordinary general meeting of shareholders resolutions about the issuance of the Warrants (with the Consortium members undertaking to approve the issuance of the Warrants for the benefit of the SteerCo members, and vice versa), in accordance with to the terms and conditions set out in **Schedule 11**.

The Company will be required to pay the Guarantee Fee if it has not issued the Warrants, in accordance with the terms and conditions provided for after the transactions set out herein, within six (6) months of the Restructuring Effective Date, it being nevertheless specified that (i) if a SteerCo member whose Backstop Commitment has been called fails under this commitment, no Guarantee Fee will be due to them and (ii) if a Consortium member fails under its Subscription Commitment, no Guarantee Fee will be due to them.

It is specified that all (and not part) of the Warrants due to the SteerCo members and of the Warrants due to the Consortium members will have to be issued.

3.6. Other transactions on the Company's equity at the end of the Restructuring Effective Date

3.6.1. Consolidation of the Company's Shares prior to the issuance of the Warrants

In the event of approval of the Draft Accelerated Safeguard Plan by the *Tribunal de commerce spécialisé de Nanterre*, the Company shall convene an extraordinary general meeting of shareholders to decide on a consolidation of Shares in accordance with the terms and conditions set out below, enabling its implementation as soon as possible from the Restructuring Effective Date (the "**Consolidation of Shares**").

The terms and conditions of the Consolidation of Shares shall be as follows:

- (i). in the event of approval of the Draft Accelerated Safeguard Plan by each of the Classes of Affected Parties: one hundred (100) Shares with a nominal value of €0.01 each shall be exchanged for one (1) new Share with a nominal value of one euro (€1);
- (ii). in the event of non-approval of the Draft Accelerated Safeguard Plan by one of the Classes of Affected Parties: one thousand (1,000) Shares with a nominal value of €0.01 each shall be exchanged for one (1) new Share with a nominal value of ten euros (€10).

In accordance with the applicable legal and statutory provisions, any shareholder owning isolated Shares or a number of shares lower than required to carry out the planned Consolidation of Shares,

shall personally purchase or sell the said old Shares that they hold, so as to enable the Consolidation of Shares to be carried out, during the exchange period determined by the Board of directors. In accordance with the provisions of Article L. 228-6-1 of the French *Code de commerce*, shares that could not be allocated individually and corresponding to fractional rights will be sold, so that the proceeds of the sale can be distributed among the holders of these rights.

It is specified that the Consortium members and the SteerCo members undertake to vote in favour of the Consolidation of Shares at the aforementioned extraordinary general meeting of shareholders.

3.6.2. Second loss-driven capital reduction after the Consolidation of Shares and before the issuance of the Warrants

In the event of approval of the Draft Accelerated Safeguard Plan by the *Tribunal de commerce spécialisé de Nanterre*, the Company shall convene an extraordinary general meeting of shareholders to decide on a capital reduction of the Company in accordance with the terms and conditions set out below, enabling its implementation as soon as possible from the Restructuring Effective Date (the “**Second Capital Reduction**”).

The terms of the Second Capital Reduction shall be as follows:

- (i). in the event of approval of the Draft Accelerated Safeguard Plan by each of the Classes of Affected Parties: reduction of the nominal value of the Company’s Shares from one euro (€1) (given the Consolidation of Shares) to €0.01 per Share;
- (ii). in the event of non-approval of the Draft Safeguard Plan by one of the Classes of Affected Parties: reduction of the nominal value of the Company’s Shares from ten euros (€10) (given the Consolidation of Shares) to €0.1 per Share.

Based on the number of Company’s Shares to be issued on the Restructuring Effective Date (15,919,170,294 Shares in case of a favourable vote of each of the Classes of Affected Parties or 159,191,703,111 Shares in case of an unfavourable vote on the Draft Accelerated Safeguard Plan by one of the Classes of Affected Parties), the amount of the capital reduction would be up to a maximum of €157,599,785 in the event of a favourable vote on the Draft Accelerated Safeguard Plan by each of the Classes of Affected Parties or €1,590,325,113 in the event of an unfavourable vote on the Draft Accelerated Safeguard Plan by one of the Classes of Affected Parties (i.e. a share capital of €1,591,917 after completion of the Second Capital Reduction) and would be allocated to a special unavailable reserves account. This Second Capital Reduction would be a loss-driven capital reduction (without any right of opposition from creditors, in accordance with the provisions of Article L. 225-205 of the French *Code de commerce*).

It is specified that the Consortium members and the SteerCo members undertake to vote in favour of the Second Capital Reduction at the aforementioned extraordinary general meeting of shareholders.

3.7. Corporate governance and other undertakings

3.7.1. Corporate governance

The Draft Accelerated Safeguard Plan will not impact the corporate form of the Company which will remain a public limited company (*société anonyme*) listed on the Euronext Paris regulated market.

The governance principles following the New Money Capital Increases will be as follows:

Company Management	<ul style="list-style-type: none"> – The Company will be represented by its Chief Executive Officer, who will not act as Chairman, under the supervision of the Board of directors and with the assistance of an Executive Committee composed of members of the management team and regional directors.
Composition of the Board of directors	<p>Only after the settlement of the Shares issued under the Consortium Capital Increase, the Board of directors will be composed of 13 members under the following terms²⁷:</p> <ul style="list-style-type: none"> – 1 Chief Executive Officer; – 7 members appointed by the Consortium Members, including 3 members with independent characteristics; – 3 independent members in accordance with the AFEP-MEDEF regulation; – 1 non-voting member appointed under the conditions mentioned below, it being understood that the internal rules of the Board of directors shall be adapted to accommodate them pending any necessary amendment to the articles of association; and – 2 employee representatives, in accordance with the applicable legal provisions. <p>The SteerCo member with the largest holding of Unsecured Debt on 31 January 2023 will be entitled to appoint 1 non-voting member to the Board of directors, it being understood that the Company's articles of association shall be amended if necessary (and if applicable, as a result of the approval of the Draft Accelerated Safeguard Plan by the <i>Tribunal de commerce spécialisé de Nanterre</i>) to enable the appointment of such non-voting member.</p> <p>For the avoidance of doubt, it is specified that, prior to the completion of the Consortium Capital Increase, the governance of the Company on the date of the Opening Judgment (including the number and identity of the directors on that date) will be maintained and may not be modified in any way.</p>
Consortium Members	<p>The Consortium members intend to act in concert (<i>de concert</i>).</p> <p>The Consortium will undertake not to make a tender offer for the Company's Shares for a period of five (5) years from the Restructuring Effective Date.</p>
SteerCo	<p>The SteerCo members have declared their intention not to act in concert and that will not act in concert towards the Company on the Restructuring Effective Date.</p>

For the avoidance of doubt, it is specified that the Consortium members and the SteerCo members support the management and the "Refoundation Plan", including the Management's Business Plan, as presented by the Company in its press release of 15 November 2022.

The Consortium members also indicated their intention to focus on the ethical aspects in the Company operations.

The Company will enter into a governance agreement with the Consortium members, the main terms of which are set out in **Schedule 13**.

3.7.2. Waiver of change-of-control clauses and clauses involving Financial Ratios

²⁷ Unless there is one or more subsequent modification(s) notified to the Company by the Consortium members likely to occur after the approval of the Safeguard Plan, if applicable.

According to the terms of the Draft Accelerated Safeguard Plan, and subject to the scope and terms of the waivers granted by the G6 Banks referred to above in Paragraph (b) of Section 3.2.1 of Part III, the Affected Creditors undertake to expressly waive their right to declare due and payable any and all sums (including any interest, fees and/or indemnities) as a result of the acquisition of a majority stake in the Company's share capital carried out by the entry of the Consortium under the New Money Capital Increases pursuant to the relevant Financial Documentation and the non-compliance with certain Financial Ratios.

4. Economic, strategic and social aspects of the Draft Accelerated Safeguard Plan

In accordance with the provisions of Article L. 626-2 of the French *Code de commerce*, the Draft Accelerated Safeguard Plan sets out and justifies the level and prospects of employment, as well as the social conditions planned for the continuation of the business.

4.1. Updated November 2022 Business Plan - Outlook 2023-2025

Based on its Refoundation Plan, the Company has developed a 2022-2025 business plan presented to the market on 15 November 2022 (the “**November 2022 Business Plan**”) and based on the following key assumptions:

- an turnaround of occupancy rates;
- an enriched service offering with more adapted pricing policies;
- a relative stability of the fixed cost base, following significant recruitments and inflationary impacts in 2022 and 2023, enabling the Group to fully benefit from the recovery of its occupancy rates over time and in particular in 2025;
- an increase in the contribution of the Greenfield projects, whether these are investments made in recent years or investments to which the Company has already committed and to be made in the coming years;
- a more structured approach of the development projects, given the important initiatives undertaken to stop or reduce capital expenditures incurred in 2021 and 2022; and
- a geographical scope of the Group identical to the existing scope, it being understood that in the framework of the execution of the Refoundation Plan, strategic decisions may lead the Group to withdraw from markets considered as “non-core”.

This 2022-2025 Business Plan was recently updated (the “**Updated November 2022 Business Plan**”) to consider the 2022 landing and the consequences of the various reviews carried out in the context of the 2022 financial statements, as well as the terms and conditions of the Draft Accelerated Safeguard Plan (to compare with the Financial Restructuring assumptions originally retained in autumn of 2022). The Updated November 2022 Business Plan is provided in Schedule 14.

Thus, the business outlook for the period 2022-2025 was kept identical to the November 2022 vision, the only notable differences being an accounting reclassification of IT expenses from investment expenses to operating expenses (€19 million in 2022, €30 million above). From a cash flow perspective, discounting consists of a slight downward revision of the development investment budget over the period (nearly €75 million out of a total of €1.6 billion).

In this respect, the table below summarises the transition from EBITDAR between the November 2022 Business Plan and the Updated November 2022 Business Plan:

EBITDAR in million euros

<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
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November 2022 Business Plan	797	911	1,083	1,246
2022 Performance Impact	+1	+0	+0	+0
Reclassification of IT expenses to operating expenses	-19	-30	-30	-30
Updated November 2022 Business Plan	780	881	1,053	1,216

In addition, with a view to achieving the objective of the Refoundation Plan of a holding rate of the real estate assets in operation reduced to 20-25% at a future date, the Group has committed to the G6 Banks and as part of the Draft Accelerated Safeguard Plan to carry out at least €1.25 billion in real estate sales (in gross value and excluding transfer duties) over the 2022-2025 period. On this basis, the Updated November 2022 Business Plan includes an additional volume of real estate sales of €1.0 billion over the years 2024-2025 compared to the amount of real estate sales already included in the November 2022 Business Plan.

These additional real estate sales will have no impact on the Group's EBITDAR but will result in a reduction in Pre-IFRS 16²⁸ EBITDA related to an additional rental charge corresponding to the leasing of the transferred real estate assets. This additional charge will be partially offset by the reduction in financial interest at the same time as the repayment of the Group's debt with the net proceeds from real estate sales.

In this respect, the table below summarises the transition from Pre-IFRS 16 EBITDAR between the November 2022 Business Plan and the Updated November 2022 Business Plan:

<i>EBITDA Pre-IFRS 16 in million euros</i>	2022	2023	2024	2025
November 2022 Business Plan	358	433	593	745
2022 Performance Impact	+3	+0	+0	+0
Reclassification of IT expenses to operating expenses	-19	-30	-30	-30
Additional real estate sales Impact	+0	+0	-16	-44
Updated November 2022 Business Plan	342	403	547	671

The Updated November 2022 Business Plan is therefore as follows:

<i>Amounts in million euros</i>	2022	2023	2024	2025	Average Growth 22-25
Turnover	4,681	5,326	5,737	6,102	+9%
Staff costs	-3,028	-3,358	-3,571	-3,752	+7%
<i>% of the Turnover</i>	65%	63%	62%	61%	
Purchases and other costs	-873	-1,087	-1,113	-1,134	+9%
<i>% of the Turnover</i>	19%	20%	19%	19%	
EBIDTAR	780	881	1,053	1,216	+16%
<i>% of the Turnover</i>	16,7%	16,5%	18,4%	19,9%	
EBITDA Pre-IFRS 16	342	403	547	671	+25%
<i>% of the Turnover</i>	7,3%	7,6%	9,5%	11,0%	

Key Indicators

- Number of beds installed (in thousand)	91	99	102	103	+4%
- Occupancy rate	82%	84%	87%	91%	+9pts
- Average income per day and per bed	141€/day	142€/day	142€/day	144€/day	+1%

The Group's turnover is expected to increase to more than €5.3 billion in 2023, more than €5.7 billion in 2024 and approximately €6.1 billion in 2025, compared to the 2022 turnover of nearly €4.7 billion. This would correspond to an average annual growth of +9% over the period established based on:

²⁸ Pre-IFRS 16 EBITDA corresponds to EBITDAR less all external real estate and real estate rental expenses.

- (i). an turnaround in bed occupancy rates after the Covid-19 crisis, supported by a growing demand and an adapted policy for recruitment and retention of employees;
- (ii). price increases in line with cost inflation and partly within the framework of an enriched service offering with more appropriate pricing policies; and
- (iii). the rise of recently opened or developing establishments, mainly located in France, Benelux and the Iberian Peninsula; in this case, nearly 120 new sites (net of closures) should thus open for a number of beds installed at the Group level from 90,860 on 31 December 2022 to nearly 103,400 at the end of 2025.

The Group's EBITDAR is expected to increase by €0.8 billion in 2022 to more than €1.2 billion in 2025 with a margin from just under 17% in 2022 to nearly 20% in 2025 mainly thanks to:

- (i). the increase in revenues, due to the factors described in the previous paragraph;
- (ii). an improvement in the margin resulting from a relative stability of the base of fixed operating costs, including in particular staff costs, food expenses and energy costs to normalise over time in relative values (i.e. expressed as a % of turnover), and better efficiency of support functions at headquarters level, with head office costs which would decrease to represent nearly 5.8% of turnover in 2025 compared to almost 6.3% in 2022; and
- (iii). the growing positive impact of the contribution of the *Greenfield* projects in 2024 and 2025.

From 2022 to 2025, EBITDAR is expected to grow by an average of +16%, with almost half of this growth being generated by France. In this respect, all France, Germany, Switzerland and Austria are expected to represent a total of approximately 75% of the Group's EBITDAR in 2025.

As far as it is concerned, the Group's Pre-IFRS 16 EBITDA is expected to almost double over the period from €342 million in 2022 to €671 million in 2025. This increase would result from growth over the EBITDAR period partially offset by the increase in rental expenses related to the new real estate sales programme of more than €1.25 billion projected over the 2022-2025 period.

The Updated November 2022 Business Plan cash flows are as follows:

<i>Amounts in million euros</i>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	Aggregate 22-25
EBIDTA Pre-IFRS 16	342	403	547	671	1,964
Other current operating cash flows	-85	-145	-17	-44	-291
Maintenance and IT investments	-136	-215	-206	-212	-768
Net current operating cash flows	122	44	324	415	905
Development investment	-638	-478	-282	-124	-1,522
Non-current items	-151	-165	-51	-57	-425
Asset portfolio management	39	-25	486	401	902
Cost of the debt	-215	-318	-189	-173	-896
Net cash flows before financing	-844	-942	288	462	-1,037
Changes in equity		1,550	0	0	1,550
Reduction (+) in net financial debt	-844	608	288	462	513
June 2022 financing	1,691	-200	-200	-300	991
2023 secured financing (new RCF)		0	0	400	400
Other debt issues/(repayment)	-943	-461	-526	-357	-2,287
Net cash flows	-96	-54	-438	205	-383
Cash position at 12/31	856	803	365	570	
Net financial debt (excluding IFRS adjustments)	8,860	4,443	4,154	3,692	
Financial leverage <i>(Net financial debt on Pre-IFRS 16 EBIDTA ratio)</i>	25.9x	11x	7.6x	5.5x	

The “Net Current Operating Cash Flow”²⁹ of the Group is expected to increase from €122 million generated in 2022 to nearly €415 million in 2025, with a low point expected in 2023 due to an anticipation of a significant negative change in working capital requirements. After the aforementioned accounting reclassification of IT expenses in operating expenses, the investments for maintenance and information systems (IT) would amount to almost €0.8 billion in cumulative value over the 2022-2025 period.

Development investments, which essentially correspond to programmes started in 2022 or previously, would amount to approximately €1.5 billion over the 2022-2025 period.

For their part, the non-current items would reach €425 million in 2022-2025, mainly including the exceptional costs related to the management of the 2022 crisis, the costs for the implementation of the Financial Restructuring in 2022-2023, as well as the recurring costs related to the implementation of the Refoundation Plan in 2024-2025.

Asset portfolio management transactions cover both day-to-day management operations (withdrawals of call options, redemption of minority shares in real estate companies, etc.) and those related to the implementation over the 2022-2025 period of the real estate sales programme of a gross amount of €1.25 billion. In total, these transactions would generate cumulative net income of €0.9 billion over the period, given in particular the expected tax friction on future real estate sales.

Based on the existing financial structure, i.e. before completion of the Financial Restructuring and given the terms and conditions of the financing put in place in June 2022, financial expenses are expected to peak in 2023 to nearly €318 million. These charges are expected to decrease very significantly in 2024-2025 following the Settlement of Unsecured Debts, the Amendment of the Facilities Agreement of June 2022 with more favourable terms and conditions of the financing of June 2022 (in particular a margin reduced to 2.0% instead of 4.9% on average across all tranches), and the execution of the New Money Financing.

In total, the “Net Cash Flow before Financing” of the Group³⁰ would remain very significantly negative in 2023, as it was in 2022 (respectively at -€942 million and -€844 million), to return - this also significantly - positive in 2024 and 2025 (respectively at €288 million and €462 million, i.e. €750 million in aggregate over the two years).

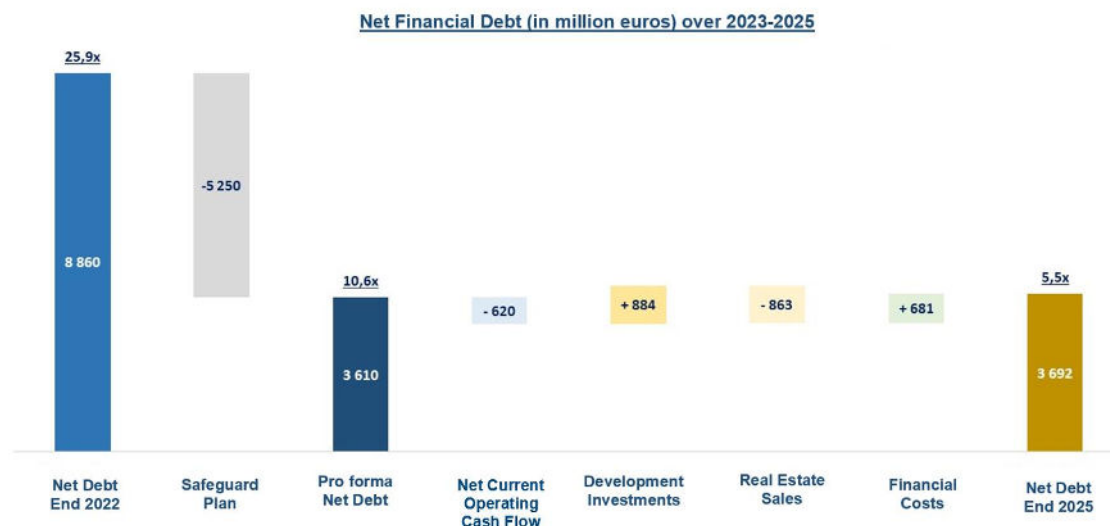
The financing of the Updated November 2022 Business Plan would be assured over the period by the new funds injected under the Financial Restructuring, namely by the New Money Capital Increases for an amount of €1.55 billion and by the New Money Financing.

Beyond the “Net Cash Flow before Financing” significantly negative in 2023, the New Money and the proceeds from real estate sales would be intended to finance over the period the partial repayment of the financing put in place in June 2022 (Tranche A), the current amortisations of other secured debts of the Group and of unsecured debts retained at the level of ORPEA S.A.’s subsidiaries, and the accelerated repayments of real estate debts related to the real estate assets sold.

On these bases, the Group's net financial debt would be reduced to nearly €3.7 billion at the end of 2025, corresponding to a financial leverage (net financial debt on Pre-IFRS 16 EBITDA ratio) of 5.5x, its lowest level since 2012, to compare with a net financial debt of €8.9 billion and a financial leverage of 25.9x as at 31 December 2022, prior the implementation of the Financial Restructuring, or a pro-forma leverage of 10.6x as at 31 December 2022 assuming that the Financial Restructuring would be completed on that date.

²⁹ The Net Current Operating Cash Flow corresponds to the sum of Pre-IFRS 16 EBITDA, non-cash current items, changes in working capital requirements, taxes on income paid and maintenance and IT investments

³⁰ The Net Cash Flow before Financing corresponds to the sum of the Net Current Operating Cash Flow, development investments, non-current items, net income and/or costs related to the management of the asset portfolio and financial expenses.



The Updated November 2022 Business Plan is thus based on a 2025 vision in which, after implementation of the Financial Restructuring and completion of the Refoundation Plan, all the Group's management parameters would be significantly improved, with a turnover of more than €6 billion, an EBITDAR margin increased to 20%, a holding rate of the real estate portfolio in operation close to the target of 20-25%, both “Net Current Operating Cash Flows” and “Net Cash Flows before Financing” over €0.4 billion, and a balanced balance sheet based on a financial leverage of 5.5x. The Group would thus be able to implement the refinancing of the residual portion of the financing settled under the Facilities Agreement of June 2022.

In consideration of the foregoing, it is established that the Draft Safeguard Plan offers a reasonable prospect of avoiding the Company's insolvency and thus guarantees its viability and sustainability.

4.2. Renewed management of the Company's real estate portfolio

The Company is considering reorienting its property ownership policy to put the property dimension back in its rightful place within a more balanced management of all its activities. To this end, it has appointed a new Group property director.

The medium-term objective is to limit the ownership of real estate assets to 20-25% of operated establishments, compared to 47% at the end of 2021:

- the Company and the Group have identified a portfolio of real estate assets estimated at over €1 billion, ready to be disposed of as soon as market conditions permit; and
- in the medium term, it is envisaged that a dedicated real estate company will be created, in which the Group will remain the main shareholder and operator. This structure would open up the capital to long-term investors.

The Group's future real estate development will be based on very selective criteria, focusing on markets in which the Group has a leading position, aiming for a double-digit operating EBITDA margin and a development margin close to 10%.

4.3. Social component of the Draft Accelerated Safeguard Plan

4.3.1. Employment prospects and continuation of the Refoundation Plan

On 31 December 2022, the Company had 13,926 employees. No economic redundancy and no changes in social conditions for the continuation of the Company's business are required under this Draft Plan.

On the contrary, the Company is offering a renewed social policy aimed at hiring and strengthening employees' loyalty that are already present within the Group.

The social policy conducted by the Company pursues the one announced to the employees within its Refoundation Plan on 15 November 2022, with its plan "ORPEA CHANGING! WITH YOU AND FOR YOU", which is based on three lines:

– **Line 1 - With employees, especially caregivers:**

Care must be taken of those who provide care and they should be given the desire and the means to do their job well. The new objectives are therefore to:

- create the conditions with employees to ensure their health, safety and well-being at work. In terms of objectives, the Group is aiming for a 20% reduction in work-related accidents by 2025;
- rethink wage and social policy with the full involvement of social partners;
- succeed in retaining employees in order to reduce turnover and temporary contracts by investing in in-house training and internal promotion;
- engage all "operating" staff in skills training process by 2024;
- anticipate the need for resources by increasing the number of apprenticeship contracts fivefold, from 200 to 1,000 contracts in 2024 in France;
- give more autonomy and initiative to nursing homes directors, with a reduction in administrative tasks and a creation of local human resources function;
- align incentives from top management down to the heads of institutions on the basis of a new balance: Safety / Health - Quality - Performance; and
- break down silos and providing transparency to establishments in order to compare their performance and, more broadly, to make ORPEA S.A. a collaborative and learning company.

– **Line 2 - With patients and residents:**

In order to meet new expectations and develop appropriate responses to tomorrow's care and support stakes, the Company, through its new Group medical director, plans to:

- set up a medical project for patients and residents, based on three strong pillars. Institutional medical committees are the system's cornerstone. Scientific experts ensuring the implementation of state of the art medical and nursing practice in its network. Finally, an ethical guidance council: this council will provide concrete answers to the questions of its teams, patients, residents and their families, and the various stakeholders;
- guarantee permanently the best quality and safety of care with revised indicators and establish a caring, non-stigmatising and learning quality culture;
- play its full role in all aspects of care, and in particular to provide excellent accommodation with local and good food and to offer personalised activities;

- ensure even flowing communication between teams, patients and residents and their families throughout their pathway; and
 - finally, to personalise patients and residents support through local work on care pathways (thanks to the Group's activities), and a review of the services offered.
- **Line 3 - With the Company:**

The Group aims to have a positive economic and social impact, which involves:

- improving the ethics and wellness care training system by training more than 300 people by the end of 2024;
- increasing staff awareness of conflict-of-interest declarations;
- training 100% of the group employees in France by the end of 2023, i.e. a total of 26,000 employees, in the new Ethics and Corporate Social Responsibility code of ethics;
- strengthening local anchoring: with local communities (associations, universities etc.) and with local care actors; and
- in terms of environmental objectives, the Group aims to: reduce carbon emissions, in kg of CO₂ per m² per year, by -17% by 2025 and -32% by 2030; reduce water consumption; recover 70% of waste from its construction sites; and implement certification for 100% of new buildings.

4.3.2. Information and convening procedures for the social and economic committee

It is specified that, in view of its workforce, the Company is required to set up a social and economic committee (“CSE”). Professional elections aimed to renew the mandates of the CSE members of the companies making up the ORPEA economic and social unit set up by the collective agreement of 26 March 2019 (“UES ORPEA”) were thus organised in June 2019.

These elections were the subject of an electoral dispute before the *Tribunal judiciaire de Nanterre* and were declared null and void by a judgment of the *Tribunal de proximité de Puteaux* on 12 September 2022 acting by delegation of the *Tribunal judiciaire de Nanterre*.

The current terms of the elected CSE members of the UES ORPEA were therefore immediately terminated, obliging the Company to organise new professional elections. To this end, negotiations were initiated by the management of the Company with the relevant trade unions.

In this context, a refoundation agreement of social dialogue was entered into on 8 December 2022, which questioned the UES ORPEA and recognised by agreement the existence of ten separate establishments within the Company.

Following the conclusion of this agreement, a pre-electoral process was initiated and a single pre-electoral agreement protocol for the elections of the members of the regional social and economic committees of the Company (the “CSER”) was signed by the management and the relevant trade unions on 16 January 2023.

Under the terms of this protocol, the mandates of the CSER members took effect on the date of the proclamation of the results of the first round of the professional elections, i.e. 14 March 2023, or, where applicable, on the date of the proclamation of the results of the second round, i.e. 28 March 2023.

On 10 May 2023, the constitutive meeting of the CSEC of the Company was held during which (i) the representative of the CSEC before the *Tribunal de commerce spécialisé de Nanterre* in accordance with Articles L. 2312-54 of the French *Code du travail* and L. 661-10 of the French *Code de commerce* and (ii) the employee representative in accordance with Articles L. 621-4 and L. 625-1 of the French *Code de commerce* were appointed. The appointments of the CSEC representative and the employee representative were filed with the registry of the *Tribunal de commerce spécialisé de Nanterre* on 22 May 2023.

On 10 May 2023, the CSEC was also summoned to an extraordinary consultation meeting concerning the Draft Accelerated Safeguard Plan (including the change of control of the Company), in accordance with the provisions of Articles L. 2312-8 of the French *Code du travail* and L. 626-8 of the French *Code de commerce*.

At the meeting held on 17 May 2023, the CSEC received precise and detailed information on the Draft Accelerated Safeguard Plan, as well as its possible social and environmental consequences. At the end of that meeting, the CSEC unanimously approved Draft Accelerated Safeguard Plan. This opinion is attached in **Schedule 15**.

PART IV. MISCELLANEOUS PROVISIONS

1. Duration of the Accelerated Safeguard Plan

The Accelerated Safeguard Plan shall end on 31 December 2027, corresponding to the date of the last instalment provided for in the Amendment, unless the aforementioned contract is repaid early, in which case the Accelerated Safeguard Plan shall end on that date.

2. Conditions precedent to the approval of the Draft Accelerated Safeguard Plan

The presentation of the Draft Accelerated Safeguard Plan to the *Tribunal de commerce spécialisé de Nanterre* with a view to its approval is subject to the fulfilment of the following conditions precedent:

- the antitrust clearance, to the extent necessary, or confirmation that it is not necessary to file an application for authorisation to carry out the Restructuring; and
- the signature of the New Money Facilities Agreement and the Amendment.

These conditions precedent must be fulfilled at the latest at the examination hearing of Draft Accelerated Safeguard Plan.

3. Conditions precedent to the Consortium's investment and termination of the Accelerated Safeguard Plan if the AMF Exemption is not granted

The Consortium's investment in the context of the New Money Capital Increases is subject to the conditions precedent to the granting of the AMF Exemption and the approval of the Safeguard Plan by the *Tribunal de commerce spécialisé de Nanterre* in accordance with Article L. 626-31 of the French *Code de commerce* and/or Article L. 626-32 of the French *Code de commerce* in the event of a cross-class cram-down.

The condition precedent to the granting of the AMF Exemption shall be deemed to have been fulfilled in respect of the Consortium on the later of the following dates: (i) date of confirmation by the *Cour d'appel de Paris* of the absence of an appeal against the AMF decision (certificate of non-appeal) shortly after the expiry of the appeal period and (ii) in the event of an appeal lodged before the *Cour d'appel de Paris* against the AMF decision, as soon as the decision of the *Cour d'appel de Paris* is rendered, confirming the AMF decision.

It is specified that the annulment of the AMF Exemption by the *Cour d'appel de Paris* will result in the termination of the Accelerated Safeguard Plan.

4. Approval and adoption of the Accelerated Safeguard Plan

As from the date of its approval by the *Tribunal de commerce spécialisé de Nanterre*, the provisions of the Accelerated Safeguard Plan, including its schedules, will apply to the Company and to all Affected Parties, including any Affected Party that has not voted in favour of the Draft Accelerated Safeguard Plan.

In accordance with the provisions of Article L. 626-32 of the French *Code de commerce*, the *Tribunal de commerce spécialisé de Nanterre* may appoint the Judicial Administrators, in their capacity as court-appointed agents, for the purpose of carrying out the necessary acts to modify the share capital and the Articles of Association in accordance with the terms and conditions set out in the Draft Accelerated Safeguard Plan. If necessary, the Judicial Administrators, as court-appointed agents, shall have the authority to appoint any judicial representative who may or should be appointed in accordance with French law.

In the event of a contradiction between any of the provisions of the Draft Safeguard Plan and, if applicable, the Safeguard Plan, and any of the provisions of its schedules or any contractual document previously entered into by the Company and having the same purpose, the provisions set out in the Draft Accelerated Safeguard Plan and, if applicable, the Accelerated Safeguard Plan, shall prevail, it being specified that the silence of the Draft Accelerated Safeguard Plan shall not be deemed to constitute a contradiction as such with its schedules.

Any Affected Party agrees to do its best efforts to settle amicably any dispute that may arise with another Affected Party or with the Company regarding the interpretation or implementation of the Accelerated Safeguard Plan and undertakes to submit, first, its dispute to the Court-appointed Agents in charge of the Supervision of the Implementation of the Plan (as defined below) in the context of a mediation procedure, so that the Court-appointed Agents in charge of the Supervision of the Implementation of the Plan attempt to reconcile the parties within one (1) month from the date of referral.

Only if the mediation procedure fails will the Affected Parties be able to refer the matter to the *Tribunal de commerce spécialisé de Nanterre*, in accordance with the public order provisions of Book VI of the French *Code de commerce*.

5. Unenforceability of transfers made in violation of the Accelerated Safeguard Plan

Any assignment or transfer of rights affected by the Draft Accelerated Safeguard Plan made in violation of the provisions of the Draft Accelerated Safeguard Plan shall not be enforceable against the Company for the purposes of the implementation of the Accelerated Safeguard Plan, it being specified that the members of the Classes of Affected Parties hereby accept that the Company shall not be held liable in any way for the harmful consequences of such non-enforceability.

6. Erga omnes effect and indivisibility of the Accelerated Safeguard Plan

As from the date of its approval by the *Tribunal de commerce spécialisé de Nanterre*, the provisions of the Accelerated Safeguard Plan, including its schedules, which form an indivisible whole, shall apply to the Company and to all the Classes of Affected Parties.

For the avoidance of doubt, it is recalled that the provisions of the Accelerated Safeguard Plan shall be binding and enforceable against all of the Affected Parties, whether or not they voted as part of one of the Classes of Affected Parties.

7. Monitoring the implementation and proper performance of the Accelerated Safeguard Plan

Pursuant to the provisions of Article L. 626-25 of the French *Code de commerce*, the Company will apply to the *Tribunal de commerce spécialisé de Nanterre* for the appointment of the Judicial Administrators as Court-appointed Agents in charge of the Supervision of the Implementation of the Plan in order to (i) to supervise the implementation of the Safeguard Plan for the duration of such plan (the “**Court-appointed Agent in charge of the Supervision of the Implementation of the Plan**”) and (ii) to carry out the mission of mediator referred to in Article 4 of the Draft Accelerated Safeguard Plan.

It is specified that the Court-appointed Agents in charge of the Supervision of the Implementation of the Plan will be authorised to carry out the acts, actions and formalities necessary for the implementation of the Accelerated Safeguard Plan in the name and on behalf of any Affected Party of the Company and, if applicable, the acts necessary for the carrying out of the modifications such as those planned in the Accelerated Safeguard Plan in accordance with Article L. 626-32, I., d) of the French *Code de commerce*, which, for any reason whatsoever, fails to perform the acts, actions or formalities necessary for the implementation of Accelerated Safeguard Plan.

The Court-appointed Agents in charge of the Supervision of the Implementation of the Plan may also hold, as necessary, the instruments and/or funds belonging to the creditors holding Unsecured Debts not identified at the time of the Settlement of the Unsecured Debts, if applicable through a specialised company for this purpose.

It is specified that some of the Unsecured Creditors will be deemed to be failing in the event that they fail to provide all necessary information (including holding certificates), all the signed documents, make all necessary declarations and take all actions required by the Company in the context of the Settlement of Unsecured Debts and the New Money Capital Increases or are not authorised to hold new Shares due to them (the “**Failing Creditors**”). In such a case, the new Shares due to the Failing Creditors will be issued to an account opened with the Caisse des dépôts et Consignations in the name of one of the Court-appointed Agents in charge of the Supervision of the Implementation of the Plan. The voting rights attached to such Shares shall not be exercised by the Court-appointed Agents in charge of the Supervision of the Implementation of the Plan.

In respect of each Failing Creditor:

- the latter shall have the option (i) to request his new Shares from the Court-appointed Agents in charge of the Supervision of the Implementation of the Plan or, where applicable, the *ad litem* representative referred to below, provided that the conditions required for the allotment of these securities are met;
- in the event that the Failing Creditor is not authorised to hold the new Shares, the Court-appointed Agents in charge of the Supervision of the Implementation of the Plan shall be entitled to transfer, at the request of the Failing Creditor and, to the extent possible, within one (1) month, all of his new Shares and to repay to the Failing Creditor the sale proceeds;
- in the event that it is reasonably anticipated that the new Shares will not be fully recovered by these Failing Creditors when the mission of the Court-appointed Agents in charge of the Supervision of the Implementation of the Plan ends, the Company shall request the appointment of an *ad litem* representative by the *Tribunal de commerce de Nanterre* for a maximum period expiring on the day of the tenth anniversary of the approval of the Accelerated Safeguard Plan, with the same mission as the Court-appointed Agents in charge of the Supervision of the Implementation of the Plan in respect of these Failing Creditors. Within three (3) months

In the event that a public buy-out offer is implemented during the mission of the Court-appointed Agents in charge of the Supervision of the Implementation of the Plan or the *ad litem* representative referred to, the new Shares that will still be held in the account opened with the Caisse des Dépôts et Consignations for which no request for recovery has been made by the Failing Creditors will be tendered to said offer and will continue to be subject to the above rules.

The Court-appointed Agents in charge of the Supervision of the Implementation of the Plan and the *ad litem* representative will not incur any liability in respect of these transactions.

8. Provisional settlement of Affected Creditors

It is also requested that the *Tribunal de commerce spécialisé de Nanterre* specify in the judgment adopting the Accelerated Safeguard Plan that payments made to Affected Creditors in respect of their Affected Claims, which the Creditors Representatives have suggested the admission and for which the Supervisory Judge has not been seized of any challenge, be made by the Court-appointed Agents in charge of the Supervision of the Implementation of the Plan, on a provisional basis, through the intermediary of a credit institution specially organised to make mass payments in cash or securities, as soon as the judgment adopting the Safeguard Plan has become final, in accordance with Article L.626-21 of the French *Code de commerce*.

9. Appeal, adoption and implementation of the Accelerated Safeguard Plan

Any non-suspensive appeal against the judgment of the *Tribunal de commerce spécialisé de Nanterre* approving the Accelerated Safeguard Plan will not prevent the implementation of the Accelerated Safeguard Plan.

10. Absence of joint and several responsibility

The rights and obligations of the various parties referred to in the Accelerated Safeguard Plan of the Company are not joint and several. Accordingly, neither party may be held liable for the breach by another party of its obligations under the Draft Accelerated Safeguard Plan.

11. Absence of inalienability

In order to have all the necessary flexibility over its assets to meet its commitments under the Accelerated Safeguard Plan, the Company requests the *Tribunal de commerce spécialisé de Nanterre* not to order any inalienability of its assets.

12. Possible changes

The Draft Accelerated Safeguard Plan, including its schedules and its execution documents, may be amended or completed in good faith by the Company (acting reasonably), between the date of the vote of the Classes of Affected Parties and until the approval of the Accelerated Safeguard Plan, on purely technical or administrative points and, where applicable, to correct any possible material errors, (i) subject to the agreement of the SteerCo members and the Consortium members for the documents and/or sections concerning them only (an official email, when necessary, by their respective lawyers, being sufficient) and (ii) without prejudice to the rights of the G6 Banks under the New Money Facilities Agreements and the Amendment. Such changes or corrections shall not constitute substantial changes in the objectives and means of the Accelerated Safeguard Plan.

As from the judgment adopting the Accelerated Safeguard Plan, any substantial change in the objectives or means of the plan may only be decided by the *Tribunal de commerce spécialisé de Nanterre*, under the conditions of Article L. 626-26 of the French *Code de commerce*.

In any event, if a stipulation of a performance document of the Accelerated Safeguard Plan were to contradict the Accelerated Safeguard Plan, the considered modifications will never have the purpose or effect of causing the said stipulation to prevail over the Accelerated Safeguard Plan.

13. Persons required to perform the Accelerated Safeguard Plan

In accordance with Article L. 626-10 of the French *Code de commerce*, Mr Laurent Guillot declares that, in his capacity as Chief Executive Officer of the Company, he is bound to the performance of the Accelerated Safeguard Plan.

The *Tribunal de commerce spécialisé de Nanterre* is also requested to acknowledge the commitments necessary for the safeguarding of the Company and given by the following parties:

- the initial lenders under the terms of the Amendment of the Facilities Agreement of June 2022 and the New Money Facilities Agreements in respect of the participation in the provision of the New Money Financing, accompanied in particular by (i) the granting of the *post money* privilege under the terms of the judgement approving the Accelerated Safeguard Plan pursuant to Article L. 626-10 of the French *Code de commerce* in respect of all sums due under Credit D1B, Credit D2 and Credit D3, (ii) the Contribution Commitment, (iii) the Retroactive First Autonomous Guarantee and (iv) the Intra-Group Claims Pledge;

- the Consortium in respect of its commitment to subscribe to the Consortium Capital Increase and to the Rights Issue, subscribed under the conditions precedent described in Section 3 of Part IV; and
- the SteerCo in respect of its commitment to subscribe as a guarantee to the Settlement Capital Increase and its Backstop Commitment.

These commitments will become irrevocable as from the judgment adopting the Accelerated Safeguard Plan and will remain so until the Long-Stop Date, except in the event that the AMF Exemption is declared null and void by the *Cour d'appel de Paris*, which would result in the termination of the Accelerated Safeguard Plan, in accordance with Section 3 of Part IV.

If the Consortium's commitment is not entered into force before the Long-Stop Date at the latest, the Accelerated Safeguard Plan may, where applicable, be terminated in accordance with Article L. 626-27 of the French *Code de commerce*. Any termination of the Accelerated Safeguard Plan shall be without prejudice to the provisions of the Financing Documentation, the Amendment and the New Money Facilities Agreements.

Done via *DocuSign*, on 26 May 2023.

ORPEA S.A., represented by
Laurent Guillot, Chief Executive
Officer

List of schedules to the Draft Accelerated Safeguard Plan

<u>Schedule 1</u>	Registration certificate (Kbis) of ORPEA S.A.
<u>Schedule 2</u>	Simplified organisation chart of the ORPEA S.A. France division
<u>Schedule 3</u>	Refoundation Plan of the Company (including November 2022 Business Plan)
<u>Schedule 4</u>	Opening Judgment on the Safeguard Proceedings of the <i>Tribunal de commerce spécialisé de Nanterre</i> dated 24 March 2023
<u>Schedule 5</u>	Extension Judgment on the Accelerated Safeguard Proceedings of the <i>Tribunal de commerce spécialisé de Nanterre</i> dated 22 May 2023
<u>Schedule 6</u>	Summary of the Company's assets and liabilities at the Opening Judgment (including the net book value of assets)
<u>Schedule 7</u>	Draft Resolutions relating to the capital increases and capital transactions implemented under the Accelerated Safeguard Plan
<u>Schedule 8</u>	Main characteristics of the capital increase operations relating to the Capital Increase for the Settlement of Unsecured Debts and the New Money Capital Increases
<u>Schedule 9</u>	Independent opinion of Sorgem Evaluation
<u>Schedule 10</u>	Allocation of the investment among the Consortium members within the Consortium Capital Increase
<u>Schedule 11</u>	Terms and Conditions of the Warrants
<u>Schedule 12</u>	Capitalisation table following the Equitisation of Unsecured Debts and the New Money Capital Increases
<u>Schedule 13</u>	Main terms of the governance agreement to be concluded between the Company and the Consortium
<u>Schedule 14</u>	Updated November 2022 Business Plan (corresponding to Schedule 2 of the Company's press release relating to the 2022 annual results)
<u>Schedule 15</u>	The CSEC unanimous approval of the Draft Accelerated Safeguard Plan

