IMPORTANT NOTICE

THIS OFFERING MEMORANDUM IS AVAILABLE ONLY TO INVESTORS WHO ARE OUTSIDE OF THE UNITED STATES IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S ("**REGULATION S**") UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**U.S. SECURITIES ACT**") (AND, IF INVESTORS ARE IN A MEMBER STATE OF THE EUROPEAN ECONOMIC AREA ("**EEA**") OR IN THE UNITED KINGDOM, NOT A RETAIL INVESTOR (AS DEFINED BELOW, AS APPLICABLE IN EACH CASE)).

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the attached offering memorandum (the "**Offering Memorandum**"), and you are therefore advised to read this disclaimer page carefully before reading, accessing or making any other use of the attached Offering Memorandum. In accessing the attached Offering Memorandum, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from us as a result of such access.

The Offering Memorandum has been prepared in connection with the proposed offer and sale of the securities (including the guarantees) described herein (the "**Offering**"). The Offering Memorandum and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other person.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER FOR OR A SOLICITATION OF AN OFFER TO BUY SECURITIES IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION AND THE SECURITIES MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS OR LAWS OF OTHER JURISDICTIONS.

THE FOLLOWING OFFERING MEMORANDUM MAY NOT BE FORWARDED OR DISTRIBUTED, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS OFFERING MEMORANDUM, IN WHOLE OR IN PART IS UNAUTHORIZED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORIZED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE NOTES DESCRIBED THEREIN.

Confirmation of your representation: In order to be eligible to view the Offering Memorandum or make an investment decision with respect to the securities, either you or the customers you represent must be outside of the United States; *provided* that an investor in a member state of the European Economic Area must not be a retail investor (as defined below, as applicable) and an investor in the United Kingdom must not be a retail investor (as defined below, as applicable). The Offering Memorandum is being sent at your request. By accepting this e-mail and by accessing the Offering Memorandum, you shall be deemed to have represented to us and the initial purchasers set forth in the Offering Memorandum (the "**Initial Purchasers**") that:

(1) you consent to delivery of such Offering Memorandum by electronic transmission, and

(2) either you or any customers you represent are and the e-mail address that you gave us and to which the attached Offering Memorandum has been delivered is not located in the United States, its territories and possessions, any state of the United States or the District of Columbia; "possessions" include Puerto Rico, the U. S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands; and, if you are in a member state of the European Economic Area, you are not a retail investor; and, if you are in the United Kingdom, you are not a retail investor. The expression "retail investor" in relation to any Member State of the European Economic Area means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"). The expression "retail investor" in relation to the United Kingdom means a person who is one (or more) of the following: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**"); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 and any rules or regulations made thereunder to implement the IDD, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law (the "**UK Prospectus**

Regulation") by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

The attached Offering Memorandum has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission and, consequently, none of the Initial Purchasers, any person who controls the Initial Purchasers, Elior Group S.A. (the "**Issuer**") or any of its subsidiaries, nor any director, officer, employer, employee or agent of theirs, or affiliate of any such person, accepts any liability or responsibility whatsoever in respect of any difference between the attached Offering Memorandum distributed to you in electronic format and the hard copy version available to you on request from the Initial Purchasers.

You are reminded that the attached Offering Memorandum has been delivered to you on the basis that you are a person into whose possession the attached Offering Memorandum may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorized to deliver the attached Offering Memorandum to any other person. You may not transmit the attached Offering Memorandum (or any copy of it or part thereof) or disclose, whether orally or in writing, any of its contents to any other person, except with the consent of the Initial Purchasers. If you receive this document by e-mail, you should not reply by e-mail to this announcement. Any reply e-mail communications, including those you generate by using the "Reply" function on your e-mail software, will be ignored or rejected. If you receive this document by e-mail, your use of this e-mail is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

The materials relating to the Offering do not constitute, and may not be used in connection with, an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any place where such offers, solicitations or sales are not permitted by law. If a jurisdiction requires that the Offering be made by a licensed broker or dealer and the Initial Purchasers or any affiliate of the Initial Purchasers is a licensed broker or dealer in that jurisdiction, the Offering shall be deemed to be made by the Initial Purchasers or such affiliate on behalf of the Issuer in such jurisdiction.

Restrictions: The attached Offering Memorandum is being furnished in connection with an offering exempt from registration under the U.S. Securities Act. Nothing in this electronic transmission constitutes an offer of securities for sale in the United States.

Any securities to be issued will not be registered under the U.S. Securities Act or the securities laws of any other jurisdiction and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as such terms are defined in Regulation S under the U.S. Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act.

Prohibition of sales to EEA retail investors – The Notes described in the attached Offering Memorandum are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor (as defined above in relation to the EEA) in the EEA. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

The attached Offering Memorandum has been prepared on the basis that any offer of the Notes in any member state of the EEA will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of the Notes. The attached Offering Memorandum is not a prospectus for the purposes of the Prospectus Regulation.

MiFID II product governance / Professional investors and eligible counterparties only target market – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

The attached Offering Memorandum is not being distributed by, nor has it been approved by, an authorized person in the United Kingdom and is for distribution only to persons who (i) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Financial Promotion Order**"), (ii) are persons falling within Article 49(2)(a) to (d) (high net worth companies, unincorporated associations, etc.) of the Financial Promotion Order, (iii) are outside the United Kingdom or (iv) are persons to whom an invitation or inducement to engage in investment activity within the meaning of section 21 of the Financial Services and Markets Act 2000 (as amended, the "**FSMA**") in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "relevant persons"). The attached Offering Memorandum is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which the Offering Memorandum relates is available only to relevant persons and will be engaged in only with relevant persons.

Prohibition of sales to United Kingdom retail investors – The Notes described in the attached Offering Memorandum are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor (as defined above in relation to the United Kingdom) in the United Kingdom. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the United Kingdom may be unlawful under the UK PRIIPs Regulation.

The attached Offering Memorandum has been prepared on the basis that any offer of the Notes in the United Kingdom will be made pursuant to an exemption under the UK Prospectus Regulation and the FSMA from the requirement to publish a prospectus for offers of the Notes. The attached Offering Memorandum is not a prospectus for the purposes of the UK Prospectus Regulation.

OFFERING MEMORANDUM

CONFIDENTIAL
NOT FOR GENERAL DISTRIBUTION
IN THE UNITED STATES

ELIOR GROUP S.A.
€500,000,000 5.625% Senior Notes due 2030

Elior Group, a *société anonyme* organized under the laws of the Republic of France (the "**Issuer**" or "**Elior**"), is offering (the "**Offering**") €500,000,000 aggregate principal amount of its 5.625% Senior Notes due 2030 (the "**Notes**"). The Notes will be issued pursuant to an indenture (the "**Indenture**") to be dated February 4, 2025 (the "**Issue Date**") by and between the Issuer, *inter alios*, U.S. Bank Trustees Limited as trustee (the "**Trustee**") and U.S. Bank Europe DAC as paying agent, transfer agent and registrar.

The Notes will bear interest equal to 5.625% per annum. Interest will be payable on the Notes semi-annually in arrears on March 15 and September 15 of each year, commencing on March 15, 2025. The Notes will mature on March 15, 2030. The Issuer may, at its option, redeem the Notes in whole or in part at any time prior to March 15, 2027, at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest and additional amounts, if any, plus the applicable "make whole" premium, and on or after March 15, 2027, by paying the applicable redemption price set forth in this offering memorandum (the "**Offering Memorandum**"). In addition, at any time on or prior to March 15, 2027, the Issuer may redeem up to 40% of the principal amount of the Notes with the net proceeds from one or more qualifying equity offerings. In the event of certain developments affecting taxation, the Issuer may redeem all, but not less than all, of the Notes. In addition, at any time and from time to time prior to March 15, 2027, the Issuer may redeem during each twelve-month period commencing with the Issue Date up to 10% of the aggregate principal amount of the Notes at its option, at a redemption price equal to 103% of the principal amount of Notes redeemed, plus accrued and unpaid interest to, but excluding, the date of redemption and additional amounts, if any. In addition, if the Issuer experiences certain events constituting a change of control, the holders of the Notes will have the right to require the Issuer to offer to repurchase the outstanding Notes at a purchase price equal to 101% of their principal amount, plus accrued and unpaid interest and additional amounts, if any, to, but excluding, the date of purchase. See "*Description of the Notes*."

The Notes will be senior unsecured obligations of Elior. The Notes will rank equally with all of Elior's existing and future unsecured senior debt and senior to all its existing and future subordinated debt. The Notes will be effectively subordinated to all secured indebtedness of Elior to the extent of the value of the assets securing such indebtedness and to all obligations of its subsidiaries.

On or about the Issue Date, Elior Participations S.C.A., the direct subsidiary of the Issuer (the "**Issue Date Guarantor**"), will guarantee the due and punctual payment of certain amounts due and payable in respect of the Notes on a senior unsecured basis (the "**Issue Date Guarantee**"). Within 120 days following the Issue Date (the "**Post-Issue Date**"), certain French, Spanish and English subsidiaries of Elior (the "**Post-Issue Date Guarantors**" and together with the Issue Date Guarantor, the "**Guarantors**") will guarantee the due and punctual payment of certain amounts due and payable in respect of the Notes (the "**Post-Issue Date Guarantees**," and together with the Issue Date Guarantee, the "**Guarantees**"). Each Guarantee will rank equally with all of such Guarantor's existing and future unsecured senior debt and senior to all its existing and future subordinated debt. Each Guarantee will be effectively subordinated to all secured indebtedness of such Guarantor to the extent of the value of the assets securing such indebtedness and to all obligations of such Guarantor's subsidiaries.

Investing in the Notes involves risks. You should carefully consider the risk factors beginning on page 21 of this Offering Memorandum before investing in the Notes.

There is currently no market for the Notes. The Issuer will apply to list the Notes offered hereby on the Official List of the Luxembourg Stock Exchange and for admission to trading on the Euro MTF Market of the Luxembourg Stock Exchange. The Notes will be represented on issue by a permanent global note, which will be delivered through Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking, S.A. ("**Clearstream**") on or about the Issue Date. See "*Book-Entry, Delivery and Form*."

Issue Price for the Notes: 100%, plus accrued and unpaid interest, if any, from the Issue Date.

The Notes are being offered and sold in offshore transactions outside the United States in reliance on Regulation S under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**"). The Notes have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and may not be offered or sold within the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act. See "*Plan of Distribution*" and "*Transfer Restrictions*" for additional information about eligible offerees and transfer restrictions.

Joint Global Coordinators and Joint Physical Bookrunners

BNP PARIBAS **Crédit Agricole CIB**

Joint Global Coordinators and Joint Bookrunners

J.P. Morgan **Natixis**

Joint Bookrunners

BBVA **CIC Market Solutions** **Goldman Sachs Bank Europe SE** **Rabobank** **Société Générale**

The date of this Offering Memorandum is January 22, 2025.

You should rely only on the information contained in this Offering Memorandum. None of the Issuer, the Guarantors, the Trustee, the Agents or the Initial Purchasers have authorized anyone to provide you with information that is different from the information contained herein. If given, any such information should not be relied upon. None of the Issuer, the Guarantors or the Initial Purchasers are making an offer of the Notes in any jurisdiction where the Offering is not permitted. You should not assume that the information contained in this Offering Memorandum is accurate as of any date other than the date on the front of this Offering Memorandum.

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IMPORTANT INFORMATION ABOUT THIS OFFERING MEMORANDUM

This Offering Memorandum is confidential and has been prepared by us solely for use in connection with the Offering. This Offering Memorandum is personal to each offeree and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire any of the Notes. Distribution of this Offering Memorandum to any person other than the prospective investor and any person retained to advise such prospective investor with respect to the purchase of the Notes is unauthorized, and any disclosure of any of the contents of this Offering Memorandum, without our prior written consent, is prohibited. Each prospective investor, by accepting delivery of this Offering Memorandum, agrees to the foregoing and to make no photocopies of this Offering Memorandum or any documents referred to in this Offering Memorandum.

You are not to construe the contents of this Offering Memorandum as investment, legal or tax advice. You should consult your own counsel, accountant and other advisors as to the legal, tax, business, financial and related aspects of purchasing the Notes. You are responsible for making your own examination of the Issuer and your own assessment of the merits and risks of investing in the Notes. We are not, and none of the Trustee, the Agents (as defined herein) and Initial Purchasers (as defined herein) are, making any representation to you regarding the legality of an investment in the Notes by you under applicable investment or similar laws. You may contact us if you need any additional information. By purchasing the Notes, you will be deemed to have acknowledged that:

- you have reviewed this Offering Memorandum; and
- you have had an opportunity to request any additional information that you need from us.

No person is authorized in connection with any offering made by this Offering Memorandum to give any information or to make any representation not contained in this Offering Memorandum and, if given or made, any other information or representation must not be relied upon as having been authorized by us or the Initial Purchasers. The information contained in this Offering Memorandum is as of the date hereof and subject to change, completion or amendment without notice. The delivery of this Offering Memorandum at any time after the date hereof shall not, under any circumstances, create any implication that there has been no change in the information set forth in this Offering Memorandum or in our affairs since the date of this Offering Memorandum. The information contained in this Offering Memorandum has been furnished by us and other sources we believe to be reliable. No representation or warranty, express or implied, is made by the Initial Purchasers, any of the Trustee or the Agents or their respective directors, affiliates, advisors and agents as to the accuracy or completeness of any of the information set forth in this Offering Memorandum, and nothing contained in this Offering Memorandum is, or shall be relied upon as, a promise or representation by the Initial Purchasers or their respective directors, affiliates, advisors and agents, whether as to the past or the future. Certain documents are summarized herein, and such summaries are qualified entirely by reference to the actual documents, copies of which will be made available to you upon request. By receiving this Offering Memorandum, you acknowledge that you have not relied on the Initial Purchasers, any of the Trustee or the Agents or their respective directors, affiliates, advisors and agents in connection with your investigation of the accuracy of this information or your decision to invest in the Notes. We undertake no obligation to update this Offering Memorandum or any information contained in it, whether as a result of new information, future events or otherwise, save as required by law.

This Offering Memorandum does not constitute an offer to sell or an invitation to subscribe for or purchase any of the Notes in any jurisdiction in which such offer or invitation is not authorized or to any person to whom it is unlawful to make such an offer or invitation. You must comply with all laws that apply to you in any place in which you buy, offer or sell any of the Notes or possess this Offering Memorandum. You must also obtain any consents or approvals that you need in order to purchase any of the Notes. We, the Initial Purchasers, the Trustee and the Agents are not responsible for your compliance with these legal requirements.

We reserve the right to withdraw the Offering at any time. We are making the Offering subject to the terms described in this Offering Memorandum and the purchase agreement relating to the Notes (the "**Purchase Agreement**"). We and the Initial Purchasers may, for any reason, reject any offer to purchase the Notes in whole or in part, sell less than the entire principal amount of the Notes offered hereby or allocate to any purchaser less than all of the Notes for which it has subscribed.

In connection with the Offering, the Initial Purchasers are not acting for anyone other than the Issuer and will not be responsible to anyone other than the Issuer for providing the protections afforded to their clients nor for providing advice in relation to the Offering.

We will apply to have the Notes listed on the Official List of the Luxembourg Stock Exchange and admitted for trading on the Euro MTF Market of the Luxembourg Stock Exchange. In the course of any review by the competent authority, we may be required (under applicable law, rules, regulations or guidance applicable to the listing of securities or otherwise) to make certain changes or additions to or deletions from the description of our business, financial statements and other information contained herein in producing listing particulars for such listing. Comments by the competent authority may require significant modification or reformulation of information contained in this Offering Memorandum or may require the inclusion of additional information in the listing particulars. We may also be required to update the information in this Offering Memorandum to reflect changes in our business, financial condition or results of operations and prospects since the publication of this Offering Memorandum. We cannot guarantee that such application for the admission of the Notes to listing on the Official List of the Luxembourg Stock Exchange and trading on the Euro MTF Market will be approved as of the settlement date for the Notes or at any time thereafter, and settlement of the Notes is not conditioned on obtaining this listing. Any investor or potential investor in the EEA should not base any investment decision relating to the Notes on the information contained in this Offering Memorandum after publication of the listing particulars and should refer instead to those listing particulars.

The Issuer accepts responsibility for the information contained in this Offering Memorandum. To the best of the knowledge and belief of the Issuer, having taken all reasonable care to ensure that such is the case, the information contained in this Offering Memorandum is in accordance with the facts and does not omit anything material that is likely to affect the import of such information. However, the content set forth under the headings "*Summary*," "*Industry*" and "*Business*" include extracts from information and data, including industry and market data, released by publicly available sources or otherwise published by third parties. While the Issuer accepts responsibility for accurately extracting and summarizing such information and data, none of the Issuer, the Guarantors, the Initial Purchasers, the Trustee or the Agents have independently verified the accuracy of such information and data, and none of the Issuer, the Guarantors, the Initial Purchasers, the Trustee or the Agents accepts any further responsibility in respect thereof. Furthermore, the information set forth in relation to sections of this Offering Memorandum describing clearing and settlement arrangements, including the section entitled "*Book-Entry, Delivery and Form*," is subject to change in or reinterpretation of the rules, regulations and procedures of Euroclear or Clearstream currently in effect. While the Issuer accepts responsibility for accurately summarizing the information concerning Euroclear and Clearstream, none of the Issuer, the Guarantors, the Initial Purchasers, the Trustee or the Agents accepts further responsibility in respect of such information.

Stabilization

IN CONNECTION WITH THE OFFERING, BNP PARIBAS (THE "**STABILIZING MANAGER**") (OR PERSONS ACTING ON BEHALF OF THE STABILIZING MANAGER) MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILIZING MANAGER (OR PERSONS ACTING ON THEIR BEHALF OF THE STABILIZING MANAGER) WILL UNDERTAKE STABILIZATION ACTION. ANY STABILIZATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE FINAL TERMS OF THE OFFER OF THE NOTES IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 CALENDAR DAYS AFTER THE DATE ON WHICH THE ISSUER HAS RECEIVED THE PROCEEDS OF THE ISSUE AND 60 CALENDAR DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES. ANY STABILIZATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE STABILIZING MANAGER (OR PERSONS ACTING ON BEHALF OF THE STABILIZING MANAGER) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES AND WILL BE UNDERTAKEN AT THE OFFICES OF THE STABILIZING MANAGER (OR PERSONS ACTING ON BEHALF OF THE STABILIZING MANAGER) AND ON THE EURO MTF OR OVER THE COUNTER MARKET.

NOTICE TO INVESTORS

This Offering Memorandum is being provided to investors outside the United States in connection with offshore transactions complying with Rule 903 or Rule 904 of Regulation S. The Notes described in this Offering Memorandum have not been registered with, recommended by or approved by the U.S. Securities and Exchange Commission (the "**SEC**"), any state securities commission in the United States or any other securities commission or regulatory authority, nor has the SEC, any state securities commission in the United States, or any such securities commission or authority passed upon the accuracy or adequacy of this Offering Memorandum. Any representation to the contrary is a criminal offense in the United States.

Notice to investors in the European Economic Area

This Offering Memorandum has been prepared on the basis that any offer of the Notes in any Member State of the EEA will be made pursuant to an exemption under Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**") from the requirement to publish a prospectus for offers of the Notes. This Offering Memorandum is not a prospectus for the purposes of the Prospectus Regulation.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a "qualified investor" as defined in Regulation (EU) 2017/1129 (as amended, the "Prospectus Regulation"). Consequently, no key information document required by Regulation (EU) No. 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Each person located in a Member State of the EEA to whom any offer of Notes is made, or who receives any communication in respect of an offer of Notes, or who initially acquires any Notes, or to whom the Notes are otherwise made available, will be deemed to have represented, warranted, acknowledged and agreed to and with each Initial Purchaser and the Issuer that it is not a retail investor (as defined above in relation to the EEA).

EEA product governance / Professional investors and ECPs only target market. Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties ("**ECPs**") and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to ECPs and professional clients are appropriate. Any person subsequently offering, selling or recommending such Notes (a "distributor") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

Notice to investors in France

This Offering Memorandum has not been approved by, or registered or filed with the *Autorité des marchés financiers* (the French Financial Markets Authority ("**AMF**")) and does not require a prospectus to be submitted for approval to the AMF. Consequently, the Notes may not be, directly or indirectly, offered or sold in France (other than to qualified investors (*investisseurs qualifiés*) as defined in, and in accordance with, Article 2(e) of the Prospectus Regulation and Article L.411-2 of the *French Code monétaire et financier*), and neither this Offering Memorandum nor any offering or marketing materials relating to the Notes may be made available or distributed in any way in France except to qualified investors.

Notice to investors in the United Kingdom

This Offering Memorandum has been prepared on the basis that any offer of Notes in the United Kingdom (the "**UK**") will be made pursuant to an exemption under Regulation (EU) 2017/1129 as it forms part of domestic law (the "**UK Prospectus Regulation**") by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") and the Financial Services and Markets Act 2000 (the "**FSMA**") from a requirement to publish a prospectus for offers of such securities. This Offering Memorandum is not a prospectus for the purpose of the UK Prospectus Regulation.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of domestic law by virtue of the EUWA; (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No. 600/2014 as it forms part of domestic law by virtue of the EUWA or (iii) not a qualified investor as defined in the UK Prospectus Regulation. Consequently, no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been or will be prepared and, therefore, offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

Each person located in the UK to whom any offer of Notes is made, or who receives any communication in respect of an offer of Notes, or who initially acquires any Notes, or to whom the Notes are otherwise made available, will be deemed to have represented, warranted, acknowledged and agreed to and with each Initial Purchaser and the Issuer that it is not a retail investor (as defined above in relation to the UK).

This Offering Memorandum is for distribution only to, and is only directed at, persons who (i) are outside the UK, (ii) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended, (the "**Financial Promotion Order**"), (iii) are persons falling within Article 49(2)(a) to (d) (high net worth companies, unincorporated associations, etc.) of the Financial Promotion Order or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) in connection with the issue or sale of any Notes may otherwise lawfully be communicated (all such persons together being referred to as "relevant persons"). This Offering Memorandum is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this Offering Memorandum relates is available only to relevant persons and will be engaged in only with relevant persons.

This Offering Memorandum has not been approved by the Financial Conduct Authority or any other competent authority. Any person who is not a relevant person should not act or rely on this Offering Memorandum or any of its content.

Notice to Investors in Spain

The Notes may not be offered or sold or distributed in Spain, nor may any subsequent resale of the Notes be carried out, or publicity or marketing of any kind be made, in Spain in relation to the Notes except (a) in circumstances which do not require the publication of a prospectus in accordance with the Prospectus Regulation or constitute a public offering (*oferta pública*) of securities within the meaning of section 35 of the Securities Markets and Investment Services Law (*Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión*) (the **"Spanish Securities Market Act**"), *or pursuant to an exemption from registration in accordance with* article 41 Royal Decree 1310/2005 of November 4, 2005 on admission to listing and on issues and public offers of securities (*Real Decreto 1310/2005 de 4 de noviembre, por el que se desarrolla parcialmente la Ley 24/1988, de 28 de julio, de Mercado de Valores, en materia de admisión a negociación de valores en mercados secundarios oficiales, de ofertas públicas de venta o suscripción y del folleto exigible a tales efectos*), and supplemental rules enacted thereunder or in substitution thereof from time to time; and (b) by institutions authorized to provide investment services in Spain under MiFID II, the Spanish Securities Market Act (and related legislation) and Royal Decree 217/2008 of February 15, 2008 on the Legal Regime Applicable to Investment Services Companies (*Real Decreto 217/2008, de 15 de febrero, sobre el régimen jurídico de las empresas de servicios de inversión y de las demás entidades que prestan servicios de inversión*). This Offering Memorandum has not been and will not be registered with the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores*) and therefore it is not intended for the public offering or sale of the Notes in Spain.

AVAILABLE INFORMATION

Each purchaser of Notes from the Initial Purchasers will be furnished with a copy of this Offering Memorandum and, to the extent provided to the Initial Purchasers by us, any related amendment or supplement to this Offering Memorandum. Any such request should be directed to Investor Relations, 9-11 allée de l'Arche, 92032 Paris La Défense, France.

Except for the information specifically incorporated by reference in this Offering Memorandum, the information contained on our website does not constitute a part of this Offering Memorandum.

Pursuant to the indenture governing the Notes and so long as the Notes are outstanding, we will furnish periodic information to holders of the Notes. See "*Description of the Notes—Reports*."

FORWARD-LOOKING STATEMENTS

This Offering Memorandum contains various forward-looking statements regarding our outlook and growth prospects. Words such as “expect,” “anticipate,” “assume,” “believe,” “contemplate,” “continue,” “estimate,” “aim,” “forecast,” “intend,” “likely,” “plan,” “positioned,” “potential,” “predict,” “project,” “remain” and other similar expressions, or future or conditional verbs such as “will,” “should,” “would,” “could,” “may,” or “might,” or their negative equivalents identify certain of these forward-looking statements. Other forward-looking statements can be identified in the context in which the statements are made. These statements do not reflect historical or present facts or circumstances. They are not guarantees of future performance and they involve uncertainties and assumptions on matters that are difficult to predict. These forward-looking statements are based on information, assumptions and estimates considered reasonable by our management. They may change or be amended due to uncertainties related to, among other things, the economic, financial, competitive and/or regulatory environment. Forward-looking statements are included in a number of places in this Offering Memorandum, and consist of statements related to our intentions, estimates and objectives concerning, among other things, our markets, strategy, growth, results, financial situation and cash position. The forward-looking statements in this Offering Memorandum are to be understood as of the date of this Offering Memorandum, and we do not accept any obligation to update forward-looking statements to reflect subsequent changes affecting our objectives or any events, conditions or circumstances on which the forward-looking statements are based, except to the extent required by the applicable laws and regulations.

We urge you to read the sections of this Offering Memorandum entitled “*Risk Factors*”, “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*”, “*Industry*” and “*Business*” for a more complete discussion of the factors that could affect our future performance and the markets in which we operate. In light of these risks, uncertainties and assumptions, the events described in the forward-looking statements in this Offering Memorandum may not occur.

All subsequent written and oral forward-looking statements attributable to us or to persons acting on our behalf are expressly qualified in their entirety by the cautionary statements referred to above and contained elsewhere in this Offering Memorandum, including those set forth under “*Risk Factors*.”

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

Presentation of Financial and Other Information

This Offering Memorandum includes and incorporates by reference certain consolidated financial and other data for the Issuer.

The Issuer's consolidated financial information included in this Offering Memorandum has been extracted or derived from the English translations of the audited consolidated financial statements of the Issuer and its subsidiaries as of and for the years ended September 30, 2022, 2023 and 2024, prepared in accordance with IFRS. The consolidated financial statements are referred to herein as the "**2022 consolidated financial statements**" for the year ended September 30, 2022, the "**2023 consolidated financial statements**" for the year ended September 30, 2023, the "**2024 consolidated financial statements**" for the referred the year ended September 30, 2024 and collectively as the "**Consolidated Financial Statements**" and each contain the auditors' reports therein.

The Consolidated Financial Statements are incorporated by reference into this Offering Memorandum. See "*Information Incorporated by Reference*."

Elior publishes its consolidated financial statements in euros.

Various calculations of figures and percentages in this Offering Memorandum have been subject to rounding adjustments and, as a result, the totals of the data in columns or rows of tables in this Offering Memorandum may vary slightly from the actual arithmetic totals of such information and from the related figures presented in the Consolidated Financial Statements.

Non-IFRS Financial Measures

This Offering Memorandum contains measures and ratios that are not required by or presented in accordance with IFRS, including organic revenue growth, Adjusted EBITA, Adjusted EBITA margin, EBITDA, Adjusted EBITDA, Operating free cash flow and free cash flow, among others. We present these non-IFRS measures because we believe that they and similar measures are widely used by certain investors as supplemental measures of performance and liquidity. These non-IFRS measures may not be comparable to other similarly titled measures of other companies and may have limitations as analytical tools.

Non-IFRS financial measures not measurements of financial performance under IFRS and should not be considered as alternatives to other indicators of our operating performance, cash flows or any other measure of performance derived in accordance with IFRS. Non-IFRS financial measures as presented in this Offering Memorandum may differ from and may not be comparable to similarly titled measures used by other companies. We present non-IFRS financial measures for informational purposes only. The calculations for non-IFRS financial measures are based on various assumptions. These amounts have not been, and, in certain cases, cannot be, audited, reviewed or verified by any independent accounting firm. This information is inherently subject to risks and uncertainties. It may not give an accurate or complete picture of the financial condition or results of operations of the acquired businesses or other transactions for the periods presented. It may not be comparable to our Consolidated Financial Statements or the other financial information incorporated by reference to this Offering Memorandum and undue reliance should not be placed upon such information when making an investment decision. We present non-IFRS financial measures because we believe they are helpful to investors as measures of our operating performance and ability to service our debt. Non-IFRS financial measures have limitations as analytical tools and should not be considered in isolation or as a substitute for analysis of our operating results as reported under IFRS.

Definitions of non-IFRS financial measures

We define organic growth between one financial period ("period n") and the comparable preceding period ("period n-1") as revenue growth excluding:

changes in the scope of consolidation resulting from acquisitions, divestments and transfers of operations held for sale that took place during each of the relevant periods, as follows (it being specified that significant acquisitions are acquired companies whose annual revenue corresponds to more than 0.1% of the Group's consolidated revenue for period n-1): (a) for acquisitions completed during period n-1, the Group considers as a "change in scope of consolidation" effect the revenue generated by the acquired operations from the beginning of period n until one year after the date on which the acquired operations were included in the scope of consolidation; (b) for acquisitions completed during period n, the Group considers as a "change in scope of consolidation" effect the revenue generated by the acquired operations from the date on which the acquired operations were included in the scope of consolidation until the end of period n; (c) for divestments completed during period n-1, the Group considers as a "change in scope of consolidation" effect the revenue generated by the divested operations during period n-1; and (d) for divestments completed during period n, the Group considers as a "change in scope of consolidation" effect the revenue generated by the divested operations from the date corresponding to one year before the deconsolidation of the divested operations until the end of period n-1.

However, when the Group compares periods that are not full fiscal years (for example, six-month periods), it determines the effect on revenue of changes in the scope of consolidation as follows: (i) for (a) acquisitions completed during fiscal year n-1 but after the end of period n-1 and (b) acquisitions completed during fiscal year n but before the beginning of period n, the Group considers as a "change in scope of consolidation" effect the revenue generated by the acquired operations during period n; and (ii) for (a) divestments completed during fiscal year n-1 but after the end of period n-1 and (b) divestments completed during fiscal year n but before the beginning of period n, the Group considers as a "change in scope of consolidation" effect the revenue generated by the divested operations in period n-1.

The effect of changes in exchange rates (the "currency effect") as described below.

The Group calculates the currency effect on its revenue growth as the difference between (i) the reported revenue for period n, and (ii) the revenue for period n calculated using the applicable exchange rates for period n-1. The applicable exchange rates for any period are calculated based on the average of the daily rates for that period.

The effect of any changes in accounting methods.

We define Adjusted EBITA as recurring operating profit including share of profit of equity-accounted investees, adjusted for share-based compensation (stock options and performance shares granted by Group companies) and net amortization of intangible assets recognized on consolidation.

We define Adjusted EBITDA as reported EBITDA adjusted for the impact of the share-based compensation expense.

We define EBITDA margin as EBITDA as a percentage of consolidated revenue.

We define Adjusted EBITA margin as Adjusted EBITA as a percentage of consolidated revenue.

We define free cash flow as the sum of the following items and recorded either as individual line items or as the sum of several individual line items in the consolidated cash flow statement: (i) Operating free cash flow, as defined below and (ii) Tax paid, which notably includes corporate income tax, the CVAE tax in France the IRAP tax in Italy and State Tax in the United States.

We define Operating free cash flow as the sum of the following items and recorded either as individual line items or as the sum of several individual line items in the consolidated cash flow statement: (i) EBITDA, (ii) Net capital expenditure (i.e. amounts paid as consideration for property, plant and equipment and intangible assets used in operations less the proceeds received from sales of these types of assets), (iii) Change in net operating working capital, (iv) Other cash movements, which primarily comprise cash outflows related to (a) non-recurring items in the income statement and (b) provisions recorded for liabilities resulting from fair value adjustments recognized on the acquisition of consolidated companies. This indicator reflects cash generated by operations and is the indicator used internally for the annual performance appraisals of the Group's managers.

Operating Segment Information

We have two businesses: "Contract Catering" and "Multiservices," which are divided into seven operating sectors: "Contract Catering – France," "Contract Catering Italy," "Contract Catering Iberia," "Contract Catering UK," "Contract Catering North America," "Contract Catering India" and "Multiservices."

The Contract Catering France, Italy, Iberia, UK, North America and India operating sectors have been combined within one reportable segment called "Contract Catering" in accordance with the requirements of IFRS 8. The Contract Catering activities carried out in the Group's various operating countries have been aggregated together as they have similar economic characteristics in terms of their long-term profitability, the nature of their services, the nature of their production processes, their type of customers, and their regulatory environment.

The segment information presented is based on financial data from our internal reporting system. This data is regularly reviewed by the Chief Executive Officer, who is our chief operating decision maker.

The “Corporate & Other” segment mainly comprises unallocated central functions, our head office expenses, and residual concession catering activities managed by our head office.

INDUSTRY AND MARKET DATA

This Offering Memorandum contains information about the Group's markets and competitive position, including information relating to market size and market share. Certain information is based on publicly available data obtained from sources that we believe to be reliable, but which have not been independently verified.

We cannot guarantee that a third party using different methods to collate, analyze or calculate data about these markets would reach the same conclusions. Other data that we have used is based on research conducted by reputable international consulting firms. Unless otherwise stated, all data included in or incorporated by reference to this Offering Memorandum regarding the size, scale and share of markets relevant to the Group is based on our own estimates and is provided for information purposes only. Accordingly, undue reliance should not be placed on such information. In addition, information regarding the sectors and markets in which we operate is not always available for certain periods and, accordingly, such information may not be current as of the date of this Offering Memorandum.

None of Elior, the Guarantors or the Initial Purchasers makes any representation as to the accuracy of third-party information cited herein.

Trademarks and trade names

We own or have rights to certain trademarks or trade names that we use in conjunction with the operation of our businesses. Each trademark, trade name or service mark of any other company appearing in this Offering Memorandum belongs to its respective holder.

CERTAIN DEFINITIONS AND GLOSSARY

The following terms used in this Offering Memorandum have the meanings assigned to them below (unless the context requires otherwise):

"**Agents**" refers to the Paying Agent, the Transfer Agent, the Registrar, each as identified on the inside back cover page of this Offering Memorandum;

"**Business & Industry**" refers to one of the three key markets within the Contract Catering business line which comprises corporate entities and government agencies;

"**Contract Catering**" refers to our business line that is comprised of food services and other catering-related services, such as meal delivery, vending operations and technical support for foodservices businesses;

"**Corporate**" refers to our Corporate segment that represents personnel costs associated with corporate support functions (including the Group IT department) and the portion of revenue invoiced to operating entities for management and shared services;

"**Derichebourg**" refers to Derichebourg SA, a *société anonyme* incorporated under the laws of the Republic of France;

"**DMS**" refers to Derichebourg Multiservices;

"**Education**" refers to one of the three key markets within the Contract Catering & Services business line which comprises educational establishments;

"**Elior Group**" means Elior Group S.A., a *société anonyme* incorporated under the laws of the Republic of France;

"**Elior NA**" refers to Elior North America (formerly TrustHouse Services group), a subsidiary of the Group that operates in the United States;

"**Elior Participations**" refers to Elior Participations S.C.A., a subsidiary of Elior Group;

"**Elior Restauration et Services**" refers to Elior Restauration et Services S.A., a subsidiary of the Group that operates in France;

"**EURIBOR**" refers to the Euro Interbank Offered Rate is a daily reference rate, published by the European Money Markets Institute;

"**European Union**" or "**EU**" refers to an economic and political union of Member States, which are located primarily in Europe (including the United Kingdom for the periods prior to the United Kingdom's exit from the EU, unless specified otherwise);

"**euro**", "**euros**" or "**€**" refers to the single currency of the Member States of the European Union participating in the third stage of the economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended or supplemented from time to time;

"**Existing Indenture**" means the means the indenture dated as of July 2, 2021, among, inter alios, the Issuer, the Trustee, the Transfer Agent and the Registrar, governing the Existing Notes;

"**Existing Notes**" refers to the €550,000,000 3.750% Senior Notes due 2026 issued and outstanding under the Existing Indenture;

"**Existing Revolving Credit Facility"** means the revolving credit facility made available under the Existing Senior Facility Agreement, which will be canceled as part of the Transactions;

"**Existing Senior Facility Agreement**" refers to senior facility agreement dated July 2, 2021 entered into by the Issuer and Elior Participations (as borrowers and guarantors), the lenders specified therein and Crédit Agricole Corporate and Investment Bank as agent pursuant to which the Existing Revolving Credit Facility and the Existing Term Loan were provided, as amended, and which will be terminated as part of the Transactions;

"**Existing Term Loan**" means the term credit facility made available under the Existing Senior Facility Agreement, which will be canceled as part of the Transactions;

“**Guarantors**” refers to the Issue Date Guarantor and Post-Issue Date Guarantors, collectively as identified under “*Listing and General Information—Legal Information—The Guarantors*”;

“**Health & Welfare**” refers to one of the three key markets within the Contract Catering segment which includes healthcare facilities, retirement homes, residential homes and day-care centers;

“**IFRS**” refers to the International Financial Reporting Standards, as adopted by the European Union;

“**Indenture**” refers to the indenture governing the Notes to be dated as of the Issue Date by and among, *inter alios*, the Issuer and the Trustee;

“**Initial Purchasers**” refers collectively to BNP Paribas, Crédit Agricole Corporate and Investment Bank, J.P. Morgan SE, Natixis, Banco Bilbao Vizcaya Argentaria, S.A., Crédit Industriel et Commercial S.A., Goldman Sachs Bank Europe S.E., Coöperatieve Rabobank U.A. and Société Générale;

“**Issuer**” refers to Elior Group S.A.;

“**Issue Date**” refers to the date of the issuance of the Notes offered hereby;

“**Multiservices**” refers to our business line through which we offer our clients five complementary solutions and the benefit of the synergies that exist between them, particularly in terms of technical engineering, HR management, business development, innovation, digital solutions and service excellence;

“**New Revolving Credit Facility**” refers to the new revolving credit facility under the New Senior Facilities Agreement comprising a revolving credit line in the maximum amount of €430 million that can be drawn in euro, U.S. dollars and other optional currencies to be agreed;

“**New Senior Facilities Agreement**” refers to the new senior facilities agreement to be dated on or about the Issue Date, among, *inter alios*, the Issuer and Elior Participations (as borrower and guarantor), the lenders specified therein and Crédit Agricole Corporate and Investment Bank as agent pursuant to which the New Revolving Credit Facility shall be provided, as amended, restated, or otherwise modified or varied from time to time, and as described under “*Description of Certain Financing Arrangements—New Senior Facilities Agreement*”;

“**Notes**” refers to the 5.625% Senior Notes due 2030 offered hereby;

“**Offering**” refers to the offering of the Notes;

“**Offering Memorandum**” refers to this offering memorandum dated January 22, 2025;

“**Tender Offer**” are to the offer to repurchase the Existing Notes launched by the Issuer on January 20, 2025, as further described in “*Summary—Recent Developments—The Transactions;*”

“**Transactions**” are to the Offering, the Tender Offer, any subsequent redemption of the Existing Notes as described in “*Summary—The Transactions*”, the entering into the New Senior Facilities Agreement and the cancellation of the Existing Senior Facility Agreement, taken together;

“Trustee” refers to U.S. Bank Trustees Limited;

“United States” or **“U.S.”** refers to the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia;

“**U.S. dollars**”, “**US$**” or “**$**” refers to the currency of the United States of America; and

“**we**”, “**us**”, “**our**”, “**Elior**” and the “**Group**” refers to Elior Group and its consolidated subsidiaries.

INFORMATION INCORPORATED BY REFERENCE

We have incorporated by reference in this Offering Memorandum certain information that we have made publicly available, which means that we have disclosed important information to you by referring you to those documents. The information incorporated by reference is an important part of this Offering Memorandum.

The information set out below, which has previously been published or is published simultaneously with this Offering Memorandum and will be filed with the Luxembourg Stock Exchange, shall be deemed to be incorporated in, and to form part of, this Offering Memorandum.

The following documents have been incorporated by reference in this Offering Memorandum, the English translations of:

(a) Our consolidated financial statements for the year ended September 30, 2022 which appear on pages 248 to 335 of the English language translation of our annual report for the year ended September 30, 2022 prepared as a Universal Registration Document (*Document d'enregistrement universel*) and as filed with the AMF on December 23, 2022;

(b) Our consolidated financial statements for the year ended September 30, 2023 which appear on pages 216 to 268 of the English language translation of our annual report for the year ended September 30, 2023 prepared as a Universal Registration Document (*Document d'enregistrement universel*) and as filed with the AMF on December 15, 2023; and

(c) Our consolidated financial statements for the year ended September 30, 2024 which appear on pages 218 to 272 of the English language translation of our annual report for the year ended September 30, 2024 prepared as a Universal Registration Document (*Document d'enregistrement universel*) and as filed with the AMF on December 6, 2024.

It is important that you read this Offering Memorandum, including the documents incorporated by reference hereto, in its entirety before making an investment decision regarding the Notes.

Any statement contained in the documents incorporated by reference hereto will be modified or superseded for all purposes to the extent that a statement contained in this Offering Memorandum modifies or is contrary to that previous statement. Any statement so modified or superseded will not be deemed a part of this Offering Memorandum except as so modified or superseded.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Offering Memorandum shall not form part of this Offering Memorandum and are either covered in another part of this Offering Memorandum or are not relevant for the investors.

Copies of the documents incorporated by reference in this Offering Memorandum are available for viewing on the website of the Issuer (*www.eliorgroup.com*). Except for the information specifically incorporated by reference in this Offering Memorandum, the information provided on such website is not part of this Offering Memorandum and is not incorporated by reference in it.

SUMMARY

This summary contains basic information about the Group and this Offering, and highlights information contained elsewhere in this Offering Memorandum about the Offering and our business, financial performance and prospects. This summary does not contain all of the information that may be important to you in deciding to invest in the Notes to be acquired through them and it is qualified in its entirety by the more detailed information and financial statements included elsewhere in this Offering Memorandum. You should read the entire Offering Memorandum, including the section entitled "Risk Factors" and the financial information and related notes contained in this Offering Memorandum before making an investment decision.

Overview

We are a leading international player in the contract catering and services sector, serving approximately 3.2 million customers daily across approximately 20,200 restaurants and points of sale worldwide through our catering services. Additionally, we manage and oversee client sites on a global scale through our diverse service offerings. We have over 133,000 employees based in eleven countries in Europe and North America, and a small presence in Asia. Following the acquisition of DMS in 2023, we enhanced our strategic plan to integrate our two businesses, contract catering and multiservice, thereby strengthening our competitive position in France and expanding our international reach. Our mission is to be a responsible caterer and facility management provider aiming for sustainable growth. Based on revenue generated in the year ended September 30, 2024, we estimate that we are the largest pure player in contract catering & multiservices in France, with leading positions in contract catering in Europe, the United States, the United Kingdom. In the year ended September 30, 2024, we generated Adjusted EBITDA of €333 million and total consolidated revenue of €6,053 million, of which €4,381 million was generated from our contract catering business and €1,655 million from our multiservices business.

Our contract catering business operates mainly in France, Spain, Portugal, Italy, the United Kingdom, the United States and India and serves three key client markets through 175 central kitchens worldwide: corporate entities and government agencies (Business & Industry), educational establishments (Education), and health and welfare establishments (Health & Welfare).

In each contract catering market in which we operate, we endeavor to tailor our services to meet each client and guest profile:

- In the Business & Industry market, our business model has historically been focused on providing outsourced contract catering services at our customers' premises, where we prepare and serve meals at corporate sites (SMEs, blue chip), government offices, museums, stadiums and on board trains. In accordance with the size and requirements of our operations, we implement new operating models, including the utilization of central production units (central kitchens), a strategy that has primarily been employed within the education sector to date. Additionally, we integrate innovations and digital solutions to enhance the efficiency and effectiveness of meal delivery.

- In the Education market, we operate the largest kitchen infrastructure in Europe, which allows us to combine high productivity with a local presence. We regularly use local and certified organic food in our homemade recipes to promote healthy eating habits among our younger guests, providing catering and services for both public and private education from early childhood, day-care, school (elementary and higher), through to university.

- In the Health & Welfare market, we deliver catering and services to hospitals, clinics, retirement homes and day-care centers for individuals with disabilities, the elderly, and dependents, including home delivery services. Our catering solutions are meticulously tailored to address specific patients' pathologies, with adaptations in texture and personalized nutritional protocols to meet individual needs.

Our multiservices business focuses on providing comprehensive soft facility management solutions and serves three key end-markets, with operations in France, Spain, Portugal, Germany, the United States and China. We estimate that we are the fourth-leading cleaning services provider in France and the number one provider of outsourced cleaning and hospitality services for the French healthcare sector:

- In the Tertiary sector, we provide cleaning and energy management services, including air conditioning and electrical facility maintenance, to ensure the seamless operation of offices, retail spaces, and other commercial buildings.

- In the Interim and Human Resources sector, we deliver tailored solutions for industries such as banking and insurance, logistics and transport, retail, construction, and aeronautics, providing temporary staffing and workforce support to address fluctuating demands.
- Finally, we address the Industrial and Urban markets, where we provide specialized solutions for industrial sites, engineering projects, and urban area management, leveraging our expertise to meet diverse client requirements with flexibility and precision.

Our Competitive Strengths

Our business benefits from a number of competitive strengths, including:

Operating in large and consistently growing addressable markets with strong fundamentals

The combined catering services and multiservices market in Europe and North America have demonstrated strong recovery and growth post-pandemic, surpassing pre-COVID levels. In Europe, the addressable market grew from €324 billion in 2019 to €383 billion in 2023, while North America saw an increase from €500 billion to €598 billion during the same period. This robust growth is underpinned by attractive opportunities in both regions, with an projected CAGR of 8.5% in North America and 5.9% in Europe for the 2023-2028 period. Additionally, the addressable market benefits from significant white space in self-operated segments, which represent approximately 50% of the total market, providing further expansion potential. Facility management constitutes the largest share of the market, accounting for 81% in Europe and 86% in North America in 2023, while catering services represent 19% and 14%, respectively. This distribution ensures stable revenue streams through facility management, complemented by additional growth opportunities in catering. These dynamics highlight the strength of the market fundamentals and underscore its attractiveness as a resilient and scalable opportunity for sustained growth.

The combined catering services and facility management market is driven by key factors including an accelerated rate of outsourcing, which has grown 2.5 times since 2022, reflecting increased demand for third-party services. Clients are increasingly favoring integrated service models that reduce complexity, enhance transparency, and ensure consistency in service quality. Industry consolidation has further amplified growth opportunities, with larger players leveraging economies of scale to offer bundled solutions that cater to diverse client needs. Furthermore, the market has shown resilience against inflationary pressures, with service providers demonstrating the ability to pass through rising costs while maintaining profitability.

Our key markets of France, Spain Italy, United Kingdom and United States of America where we enjoy strong, defensible positions and longstanding relationships with clients are historically among the largest and most stable markets for contract catering with high levels of outsourcing. The French catering services market, valued at €8.1 billion in 2023, presents significant growth opportunities due to its consolidated structure, dominated by the top three players (Elior, representing 22% of the market share, Sodexo, representing 23% of the market share, and Compass, representing 16% of the market share). This competitive landscape enables us to leverage economies of scale and enhance our ability to secure large, high-margin contracts through competitive tenders. Furthermore, this market displays substantial whitespace in the Healthcare (representing 13% of the catering market with only 34% outsourced), Education (representing 30% of the catering market, 33% outsourced) and Social (representing 30% of the catering market, 30% outsourced) market segments. These segments represent significant growth potential, driven by the under penetration of outsourcing compared to the more saturated Business & Industry segment (representing 19% of the catering market with a high outsourcing rate of 84%). We are well-positioned to capitalize on these opportunities, leveraging our scale, expertise, reputation and tailored offerings to drive increased penetration in these high-potential, underdeveloped segments. This favorable market environment, coupled with ongoing consolidation and increased outsourcing trends, underscores our strategic advantage and reinforces the long-term growth potential of our business.

The facility management market represents a fast-growing and resilient sector, underpinned by historical stability even during challenging periods such as COVID-19 and high inflation. With a projected CAGR of 5% from 2023 to 2028 in Europe, the market is poised for sustained growth, driven by increased customer focus on core business activities, heightened demand for cost-saving solutions, accelerated outsourcing, and growing attention to environmental and social concerns. We see significant opportunities in the integrated services segment, which remains underpenetrated in the French market, where only 8% of offers are currently integrated compared to 26% in the UK. This disparity highlights the potential to drive adoption of our multiservice solutions, aligning with evolving customer preferences for comprehensive, streamlined offerings. Our competitive positioning enables us to cater to a broad spectrum of customer needs, from specialist industrial services to fully integrated facility management solutions. Leveraging our expertise in both soft and hard services, we are well-equipped to capitalize on shifting market dynamics and deliver sustainable growth in this attractive and evolving sector.

Undisputable leading operator serving a global base of blue-chip customers

We stand out as a clear leader in our two markets, catering and multiservices, across various geographies, while strengthening our presence in promising markets. In France, we are one of the largest pure player in contract catering & multiservices in terms of revenue in 2023, with nearly €300 million more in revenue compared to our main competitor, Sodexo. The contract catering market is characterized by a large number of small and mid-size regional or specialized operators competing with a few national or international players. In our markets, critical mass is an essential competitive factor, as it creates the ability to offer prices that match market expectations. We are well-positioned as a market leader, and we estimate we occupy the #2 position in France, #1 in Spain, #1 in Italy, #3 in India (in Corporates and Business & Industry) #5 in the United Kingdom and #5 in the United States, a market which offers attractive opportunities to further grow our footprint. In the multiservices business, we estimate that we are the fourth-leading cleaning services provider in France and the number one provider of outsourced cleaning and hospitality services for the French healthcare sector. We also estimate that we are the leading provider of services to the aerospace industry in Europe.

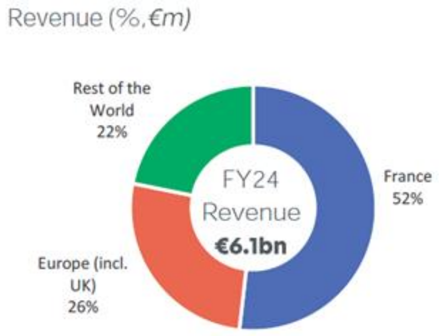
Furthermore, our business model is reinforced by a broad and diverse client portfolio. Capitalizing on our strong market position, we successfully pursued targeted growth opportunities while simultaneously focusing on securing larger contracts that provide expanded geographic coverage and a wide array of services. We seek to partner with our clients, and we distinguish our value proposition through the size of our offering, our ability to exploit economies of scale both in procurement (a key cost item permitting us to deliver contracts more competitively) but also in innovation. Our leadership is based on competitive pricing solutions, a more diverse and healthier offering range, and more efficient safety and hygiene regulation compliance.

Our differentiated features attract a large and diversified customer base. Our retention rate (excluding voluntary exists) for the year ended September 30, 2024 was 92.7%. Nonetheless, our revenues are diversified and we have avoided dependence on any single client, which provides our platform with the stability and strength to navigate changing market conditions. For the year ended September 30, 2024, our ten largest clients accounted for approximately 13% of total revenue. Our 30-year track record of providing outsourced contract catering solutions to a variety of markets for operators both large and small has permitted us to accumulate expertise which we deploy to tailor offerings matching customers' specific needs with varying contractual features that promotes client stickiness and retention. We pride ourselves with building long-standing relationships with our clients. Over the past decade, we have secured significant contract wins with select clients, including Airbus, Allianz, Renault, Trenitalia, Ramsay Santé, McDonald's, Thales, Latécoère, and SNCF. In addition, we offer favorable contract features. Our long term contracts have on average between three and five years duration. We maintain a balanced portfolio between public sector and non-public sector clients, with over 60% of our revenue generated by non-public sector clients. The loyalty from our clients is premised on superior service delivery as well as close collaboration together to drive bespoke solutions.

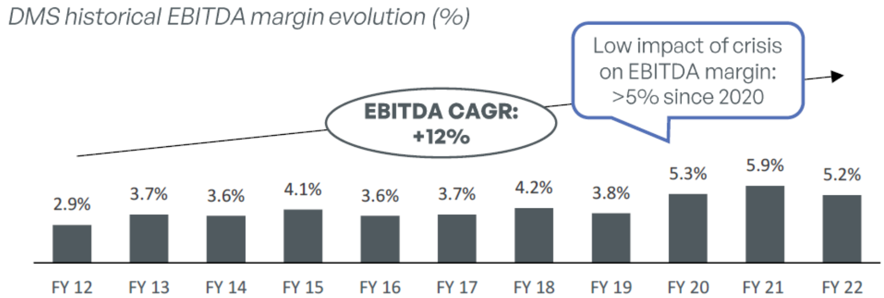
We demonstrated strong client momentum over the period 2023-2024, leveraging our expertise to secure impactful contracts across diverse sectors. In the United States, we solidified our presence by winning one of only two state-wide senior nutrition contracts in Alabama, delivering 30,000 meals daily with unmatched reliability and adherence to strict nutritional standards. In France, a new client in the private education sector entrusted us with a comprehensive package of catering, event organization, and cleaning services, with 1,200 daily meals served and showcasing its ability to deliver high-quality solutions tailored to customer needs. In Spain, a historical client of our multiservices business selected us over two competitors for a major catering contract covering seven sites and an international training center, serving 14,000 employees daily. These successes underline our ability to solidify our position as a trusted partner across multiple geographies and industries and the cross selling across our main businesses.

Resilient, diversified, asset-light business model, reinforced by the highly synergistic multiservices segment.

We operate a resilient business model, underpinned by a diverse business mix, loyal client base, and multi-year contracts. The strength of our business is mainly due to the wide diversity of our operations, in terms of both business sectors and geographies. Our diversified business portfolio uniquely positions us within the contract catering sector, providing a competitive advantage, particularly during the pandemic. This was primarily due to our limited exposure to the disrupted white-collar segment, which represented only 16% of our total revenue and 23% of our catering revenue for the year ended September 30, 2024. Our international presence has been growing for over a decade, highlighted by our entry into the U.S. market in 2013, now the largest and fastest-growing market in the world, where we rank as the #5 player in terms of revenue. We continue to expand globally, leveraging local resources to drive growth, as demonstrated by our recent development in India and our recent acquisition in Hong Kong. The chart below illustrates the revenue breakdown by geography for the year ended September 30, 2024.



Our diversification strategy extends to the highly stable multiservices activity, which has demonstrated resilience even in periods of economic downturn such as COVID-19. With an EBITDA CAGR of 12% over the 2012-2022 period and margins consistently exceeding 5% since 2020, the segment delivers mission-critical services while maintaining the flexibility to adjust staffing requirements as needed. Around three-quarters of payroll operates under partial-time contracts, ensuring cost efficiency. Additionally, multiservices contracts are predominantly structured on a profit-and-loss basis, supported by public authorities, and feature integrated solutions that involve complex service requirements and personnel transfers, with longer durations that provide sustained revenue visibility. The following chart illustrates the evolution of DMS historical EBITDA margin between 2012 and 2022.

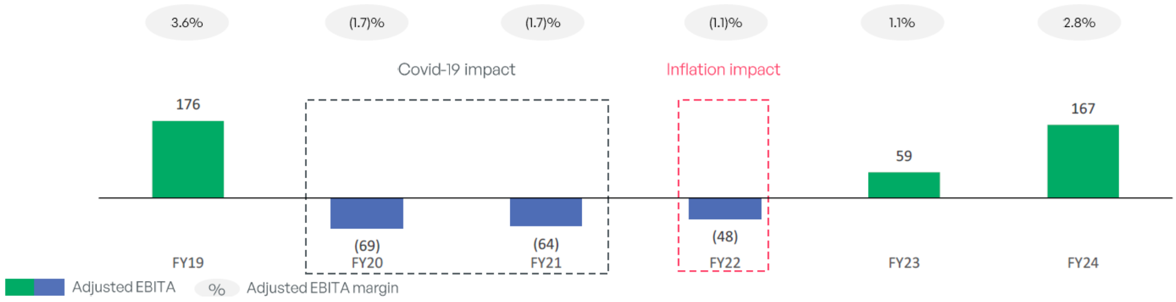


We also operate a lean capital expenditure model that drives high operational flexibility while ensuring the preservation of cash flow. Our capital expenditures management strategy demonstrates agility, allowing us to adjust investments during economic downturns to safeguard operating cash flow. This approach has resulted in a steady reduction of capital expenditures as a percentage of revenue, from 2.2% in the year ended September 30, 2020 to 1.6% in the year ended September 30, 2024, showcasing our ability to align spending with financial priorities without compromising operational efficiency.

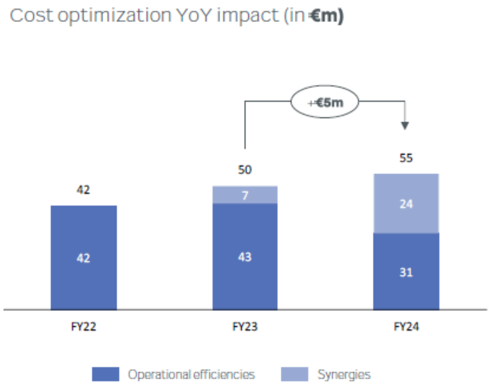
For the year ended September 30, 2024, our capital expenditures reached €98 million. In the catering contract segment, these investments were primarily directed towards development, maintenance, and productivity enhancements, such as upgrading equipment for central kitchens and on-site kitchen facilities. For the year ended September 30, 2024, our expenditures in the multiservices segment focused on the renewal of critical assets like washing machines. This disciplined and targeted approach to capital expenditures ensures we remain adaptable and well-positioned to protect cash generation, even in challenging market conditions.

Improving profitability notably thanks to cost optimization and successful control of inflation.

We have demonstrated a robust ability to restore profitability following the COVID-19 crisis and inflationary episodes, underpinned by strategic cost optimization efforts, flexible cost structures, and disciplined contract management. Our recovery has been driven by several profitability improvement levers, including revenue price increases, the acquisition of profitable new business, the voluntary exit of loss-making contracts, significant operating cost and process optimizations, in addition to the integration of DMS. After navigating the challenging impacts of COVID-19 and inflation, our Adjusted EBITA has rebounded strongly, reaching €59 million in the year ended September 30, 2023 and €167 million in the year ended September 30, 2024, reflecting an Adjusted EBITA margin improvement to 3%. The chart below shows the evolution of our Adjusted EBITA between 2019 and 2024.



Additionally, our disciplined focus on cost optimization and our highly flexible cost structure has delivered continuous savings. Since 2022, we have consistently optimized our costs year over year, increasing the impact of synergies and operational efficiencies from €42 million in 2022 to €55 million in 2024. This chart illustrates the year-over-year impact of our cost optimization efforts between 2022 and 2024.



Additionally, our cost structure is designed to provide resilience, with approximately 80% of our costs being variable or semi-variable. This flexibility enables us to respond effectively to market changes while maintaining margin stability. By carefully managing variable costs, such as raw materials, and semi-variable costs like labor and occupancy, we ensure a robust foundation that supports both operational excellence and financial strength. This structure allows us to rapidly adapt to changing market conditions, maintaining profitability even in challenging environments.

Furthermore, our ability to successfully renegotiate contracts amidst inflation normalization highlights our strategic resilience and adaptability. With food cost inflation returning to levels below 2022, we have achieved significant progress in price renegotiations and contract adjustments. Annualized price renegotiations representing €139 million in 2022 have shown substantial gains, reaching €312 million in 2023 and €462 million in 2024. In 2024, we also implemented an average annual price revision of over 3.3% across all end-markets, demonstrating our ability to align pricing with inflationary trends. In addition, our retention rate of 91.2% (or 92.7% excluding voluntary contract exits), which aligns with our peers considering the geographic footprint mix and specifically our underexposure to the US market, underscores our commitment to long-term client relationships while selectively optimizing our portfolio. Voluntary exits from unprofitable contracts in 2024 resulted in a €2 million EBITA gain despite an €84 million revenue reduction, emphasizing our focus on quality over quantity. Our approach has also delivered greater contract flexibility and new opportunities. We successfully secured new contracts while completing renegotiations of existing ones to enhance cost flexibility. This adaptability allows us to navigate evolving market conditions while protecting margins and sustaining growth.

Furthermore, our robust catering contracts management culture underpins our resilience and ability to adapt to external challenges such as inflation. A majority of our contracts follow a profit-and-loss model, primarily concentrated in Business & Industry and Education across key geographies, including France, Spain, the UK, and the US. These contracts are largely indexed to Consumer Price Index or a Food Price index, ensuring alignment with market dynamics. Additionally, new contract formulas incorporate a mix of food and wage inflation, providing enhanced flexibility in managing cost volatility. Cost-plus contracts, representing a small portion of our base, offer strong protection against inflation and are primarily utilized in the UK and US care home markets and Business & Industry. Fixed-cost contracts, also account for an even smaller portion of our base, are mainly present in Spain and Italy, where we carefully manage risks through tailored pricing strategies.

Between 2022 and 2023, we successfully renegotiated pricing and contract terms to respond to the challenges posed by high inflation. Our renegotiations achieved improved pricing indexation, with revised formulas based on food and wage inflation, and enhanced contract revision frequencies, allowing for price adjustments on an annual, semi-annual, or quarterly basis. This has resulted in significantly improved inflation pass-through rates.

Our ability to implement dynamic pricing, maintain competitive contract structures, and optimize inflation pass-through demonstrates the strength of our contract management capabilities. This proactive approach ensures long-term client relationships, operational stability, and profitability even in challenging economic conditions.

Empowered new governance and experienced management team

Following the acquisition of DMS and the entry of Derichebourg, our main shareholder, into our shareholder base in 2023, we have established a solid and enhanced governance that is strongly supported by our main shareholder's commitment and an experienced management team. Our governance model is built on key principles of independence, balance, and rigorous oversight. A balanced board of directors, with a strong focus on independence and gender diversity, further enhances oversight and decision-making capabilities. Our governance is reinforced by a strict selection process for independent directors, ensuring the highest standards of integrity. In addition, Derichebourg is subject to a lockup and standstill agreement, ensuring stability and long-term alignment with the group's strategic objectives.

Our systematic control mechanism is deployed throughout the organization led by functional leaders. Our management has a long history of operating in the catering and retail industries along with an enviable record of long-term profitable growth throughout business cycles. Our senior management team includes Boris Derichebourg, Group COO and Chairman of DMS, with 17 years of experience at DMS and a proven track record in leading operational excellence. Maximilien Pellegrini joined as CEO of Elier North America in 2024, bringing 20 years of experience in senior leadership roles at global companies. Simon Pebeyre, CEO of Derichebourg Facility and Elior Services, has over 20 years of experience in facilities and services management. Antonio Llorens, CEO of Serunion and Spain, adds over 35 years of experience in the contract catering industry. Pascal Lannette, Chairman of Derichebourg Aeronautics, and Catherine Roe, CEO of Elior UK, further strengthen the team with decades of expertise in their respective fields. Together, they provide the strategic vision and operational expertise required to drive our growth and maintain leadership across markets.

We also benefit from the experience and industry know-how of our management team piloting a decentralized structure driven by a strong entrepreneurial mindset by empowering its members. In addition, our structure is lean with few layers between top-management and front line. This encourages strong commitment and entrepreneurial spirit across the group, permitting our organization to seize opportunities as they become available and evolve in line with our markets and clients' business models. Furthermore, we believe our empowerment of local leadership in each of our geographies, along with our entrepreneurial mindsets, allows top management to agilely take decisions for clear and focused strategies.

Our Competitive Strategies

Following the acquisition of DMS in 2023, we enhanced our strategic plan to integrate our two businesses, contract catering and multiservices, thereby strengthening our competitive position in France and expanding our international reach. We intend to execute our strategy with a focus on customer-centric innovation, driven by the know-how and expertise developed across our global platform. This will be coupled with a strong emphasis on aligning and empowering our people to fully leverage the maximum capabilities of our talented workforce and asset base, maximizing impact.

Shift business mix towards attractive markets and clients

We intend to continue a polycentric approach to growth. While continuing to grow our core French business, we have successfully expanded our international presence into geographies with growing contract catering outsourcing trends with accretive profitability profiles for our business, especially the United States and the United Kingdom. We are now well positioned to gear new business development towards the most attractive segments and clients. This allows us to secure higher margins by converting self-operated catering services to new outsourced contracts.

We expect to expand and further create value for clients through innovative offerings with supporting digital solutions and entering new markets, such as on-board catering for trains and grouped meal delivers to SMEs. We will focus on selected country specific adjacencies to support growth ambitions across segments. Further, we will continue to improve geographic and/or segment mix in order to protect revenue impacts from poor country or market segment performance. We will concentrate our efforts on a selected group of countries to target local markets, while leveraging best practices, proprietary recipes, and offerings. We intend to expand our strong positions across key market segments in larger geographies, including the United States, with a focus on targeted sectors, such as community meals and corrections. We are strategically expanding our focus to include smaller-sized contracts and business segments, which were not prioritized in the past, to diversify revenue streams and capture new growth opportunities.

Increase customer centricity through CSR and increase cross-sell/upsell in services

We are committed to increasing customer centricity with a clear and proactive focus on CSR. By placing the customer at the heart of our strategy, we aim to become the caterer of choice, focusing on the quality and diversity of our food offerings, alongside the integration of digital solutions to meet evolving customer requirements.

We continue to drive innovation through our original fast-food solutions and grab-and-go offerings, while leveraging digital technology to provide enhanced customer experiences like click-and-collect services and direct engagement with end clients. These solutions aim to increase footfall in Business & Industry and Education segments. For example, in the UK, our focus on engaging parents in the Education market is a key driver of success.

In the Business & Industry market segment, we plan to target new segments such as small and medium-sized businesses. We aim to reinvent our offerings in response to changing work environments and consolidate our leadership in countries where we operate. By developing high-quality, segmented offerings tailored to specific client needs and site configurations, we will further strengthen our market position.

In the Education market segment, where outsourcing rates remain low, we are introducing contemporary concepts tailored to students' needs. Outsourcing presents an attractive solution for municipalities navigating tight budgets and stringent regulatory requirements. We will also target niche markets, such as the early childhood segment in France, and adapt to emerging trends such as homeschooling through innovative solutions like Elior NA's K-12 program, which supports virtual schooling and the National School Lunch Program.

In Health and Social market segment, our strategy focuses on addressing the unique risks faced by vulnerable populations, such as malnutrition. We are designing cutting-edge food and beverage solutions for nursing homes, facilities for disabled individuals, and other value-added sub-segments.

We plan to continue to increase our cross-sell in our services through special works and facility management. This approach ensures that we maximize the value of our integrated service offerings while meeting the diverse needs of our clients across sectors.

Further grow integrated services offering

We are strategically focused on expanding our integrated services offering, capitalizing on significant market opportunities. Currently, integrated service contracts represent 26% of the market in the United Kingdom, compared to only 8% in France. This disparity highlights substantial growth potential in the French market, where integrated solutions remain underpenetrated. In addition, integrated services are expected to grow at a significantly faster rate than the broader market, driven by evolving client needs and macroeconomic trends. Businesses are increasingly seeking cost-saving solutions, and our integrated services provide an efficient way to consolidate various facility management needs under a single contract. This approach not only reduces costs but also simplifies vendor management and enhances operational efficiency.

Systematic focus on retention

Client retention is at the core of our business model and we are proud of the many clients we have been privileged to serve for many years. In contract catering, renewal of contacts often delivers better value for us and our clients as we are typically in the position to apply the knowhow gained in the previous performance of the contract, recalibrate pricing if necessary and adapt service offering to guest demand. Our strategy calls for reaching our target of 95% retention rate by continuing to strengthen our offer portfolio with existing clients, deploying systematic processes to apply lessons learned and improve our renewal pitch, and adopting various tools to monitor client satisfaction. This would also be achieved through further penetration of key geographies displaying higher average retention rate, such as the United States. We intend to proactively manage contracts and leverage new offers to retain smaller contracts (less than 150 meals per day) with new asset light formats. In Italy, we will drive retention rates with innovation showing new opportunities which include modified atmosphere packaging. This technology extends shelf-life of freshly cooked meals while preserving the quality of our offering. We have untapped profitable opportunities up to 150 kilometers from our central productions units.

Continuous cost optimization

We will continue to focus on cost control and efficiency measures, promoting a culture of constant improvement as an important part of our strategy. We intend to increase our share of centrally managed contracts to maximize volume rebates, while respecting local food traditions. We plan on optimizing food costs through maximizing the utilization of our central production unit capacity which can be used to prepare meals that are served at other sites. We also intend to pursue optimization of overhead costs and selling, general and administrative expenses through shared services, right-sizing the layers within our organization and investing in process automation where it makes business sense to do so. Though we have already made improvements in labor force rationalization, we believe there are still optimization initiatives that can be gainfully harnessed.

Focus on deleveraging, cash management and allocation

Cost control, cash generation and deleveraging remain core to our management's strategy for the Group. We have recently secured an upsized Securitization Program, backed by receivables from both catering contracts and multiservices activities. This program enhances our financial flexibility, ensuring the Group maintains robust liquidity to meet operational and strategic needs. Our financial strategy also focuses on the optimization of our leverage, as we aim to reduce our leverage ratio to below 3.0x by the end of 2026. This goal is supported by disciplined cash management efforts, which focus on improving working capital and returning to normalized levels by 2025 once the ramp-up of the new securitization program is complete. Our capital expenditure remains contained, aligned with historical trends at approximately 2% of sales. Additionally, our conservative M&A strategy is centered on targeted, bolt-on opportunities, ensuring financial discipline while capturing growth opportunities. This approach supports a clear deleveraging path under a prudent financial policy. Our hedging strategy is also designed to mitigate interest rate risk, ensuring financial predictability. Currently, 65% of our gross debt benefits from a fixed or hedged interest rate as of September 2024. We employ a mix of interest rate swaps and caps to manage future financial needs, safeguarding us against market volatility.

The Issuer

Elior Group S.A. was established July 8, 1996 as a *société par actions simplifiée* incorporated under the laws of the Republic of France for a term of ninety-nine years from the date of its registration with the Nanterre Companies Registry (*Registre du Commerce et des Sociétés de Nanterre*), expiring on July 8, 2095 unless said term is extended or the Company is wound up in advance. The Issuer became a French joint stock corporation (*société anonyme*) on June 11, 2014 upon its admission to trade its shares on the Euronext Paris (ISIN: FR0011950732). Its registered office is located at 9-11 allée de l'Arche, 92032 Paris La Défense, France. It is registered in France under the registration number 408 168 003 R.C.S. Nanterre, France and its legal entity identifier (LEI) is 969500LYSYS0E800SQ95.

Recent Developments

The Transactions

Concurrently with the Offering, the Issuer is making an offer (the "**Tender Offer**") to eligible holders of the Existing Notes to purchase such Existing Notes at a price equal to 100% of the principal amount thereof, plus accrued and unpaid interest. The settlement of the Tender Offer will be conditioned upon, among other things, the successful completion of the Offering. The Issuer may, in its sole discretion, decide whether or not to accept tenders of the Existing Notes in the Tender Offer. It is expected that, subject to the satisfaction or waiver of the conditions to the settlement of the Tender Offer, the Tender Offer will settle one day after the Issue Date.

In the event that not all of the holders of the Existing Notes tender their Existing Notes for repurchase in the Tender Offer, the Issuer intends to redeem the remaining outstanding Existing Notes at or prior to their maturity in accordance with the terms of the Existing Indenture. Any proceeds from the Offering not immediately used in the Tender Offer will be placed into a treasury account on the balance sheet of the Issuer until used for the redemptions of the remaining outstanding Existing Notes as described above.

In connection with the Offering and the Tender Offer, the Issuer intends to cancel the Existing Revolving Credit Facility and enter into the New Senior Facilities Agreement, which will provide for committed borrowings of up to an aggregate amount of €430 million. The New Revolving Credit Facility will be guaranteed (subject to certain limitations) on a senior basis by the same Group companies that will guarantee the Notes.

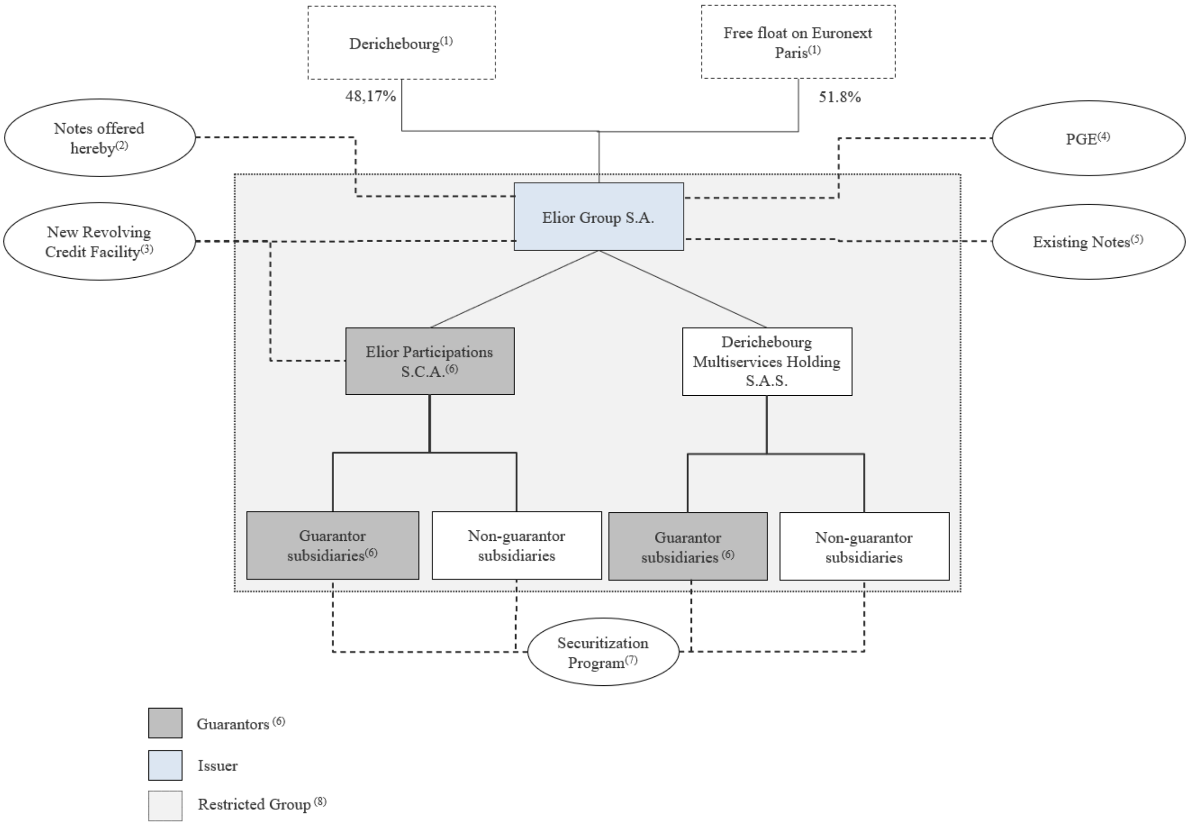
We refer in this Offering Memorandum to the Offering, the Tender Offer, any subsequent redemption of the Existing Notes as described above, the entering into the New Senior Facilities Agreement and the cancellation of the Existing Senior Facility Agreement, taken together, as the "**Transactions**".

Repayment of the Existing Term Loan

Between September and December 2024, we repaid in advance our €100 million Existing Term Loan using €11 million of cash on hand and €89 million of cash proceeds from the Securitization Program, which provides that any financing received in excess of €500 million under the securitization program must be used to pay down the Existing Term Loan by the same amount.

SUMMARY CORPORATE AND FINANCING STRUCTURE

The diagram provides a summary of our corporate and financing structure as of September 30, 2024, after giving effect to the Transactions. The diagram does not include all entities of the Group, nor does it show all the debt obligations thereof. Within the diagram below, legal entities are shown in boxes and financing instruments are shown in ovals. Unless otherwise indicated in the chart and in the footnotes below, legal entities are wholly owned. For more information, see "*Use of Proceeds*", "*Capitalization*" and "*Principal Shareholders and Related Party Transactions*." For a summary of the material financing arrangements identified in this diagram and certain other indebtedness, see "*Description of Certain Financing Arrangements*" and "*Description of the Notes*."



(1) Our ordinary shares are listed and admitted for trading on the regulated market of Euronext Paris, Compartment A under the ticker "EPA:ELIOR" with ISIN: FR0011950732. According to the most recent information available to the Issuer as of September 30, 2024, the main beneficial owner of the Issuer's shares is Derichebourg S.A. ("**Derichebourg**") (a company listed on the regulated market of Euronext Paris). All figures shown above exclude certain treasury shares held by the Issuer. See "*Principal Shareholders and Related Party Transactions*."

(2) The Notes will be senior unsecured obligations of Elior. The Notes will rank *pari passu* with all of Elior's existing and future unsecured senior debt and senior to all its existing and future subordinated debt. The Notes will be effectively subordinated to all secured indebtedness of Elior to the extent of the value of the assets securing such indebtedness and to all obligations of its subsidiaries. For information regarding the Notes offered hereby, see "*The Offering*" and "*Description of the Notes*."

(3) The Issuer and its subsidiary Elior Participations will be borrowers under a new revolving credit facility (the "**New Revolving Credit Facility**") comprising a revolving credit line in the maximum amount of €430 million that can be drawn in euro, U.S. dollars and other optional currencies to be agreed. The Issuer intends to draw €152 million under the New Revolving Credit Facility on the Issue Date. See "*Description of Certain Financing Arrangements—New Revolving Credit Facility*" and "*Use of Proceeds.*"

(4) The Issuer is the borrower under an unsecured term loan which is 90% guaranteed by a French state-owned investment bank, Bpifrance Financement (collectively, the "**PGE**") in the amount of €169 million outstanding as of September 30, 2024. See "*Description of Certain Financing Arrangements—PGE.*"

(5) As of September 30, 2024, €550.0 million in aggregate principal amount of the Issuer's 3.750% senior notes due 2026 (the "**Existing Notes**") was outstanding. For more information about the Existing Notes, see "*Description of Certain Financing Arrangements—The Existing Notes*". The Issuer is, concurrently with the Offering, offering to purchase the Existing Notes in the Tender Offer, as described under "*Summary—Recent Developments—The Transactions.*" In the event that not all of the holders of the Existing Notes tender their Existing Notes for repurchase in the Tender Offer, the Issuer intends to redeem the remaining outstanding Existing Notes at or prior to their maturity in accordance with the terms of the Existing Indenture. See "*Use of Proceeds*".

(6) On the Issue Date, Elior Participations, and within 120 days following the Issue Date, the Post-Issue Date Guarantors will guarantee the due and punctual payment of certain amounts due and payable in respect of the Notes (the "**Guarantees**"). For the year ended September 30, 2024, the Issuer and the Guarantors generated approximately 66% of the Group's revenue and 74% of the Group's Adjusted EBITDA. As of September 30, 2024, the Issuer and the Guarantors held 70% of the Group's total assets.

The Guarantees will be subject to contractual and legal limitations that may limit their enforceability, and the Guarantees may be released under certain circumstances. See "*Risk Factors—Risks Related to the Notes and the Guarantees*" and "*Limitations on the Validity and Enforceability of the Guarantees and Certain Insolvency Law Considerations*" for certain information regarding limitations on the guarantees. For corporate information regarding the Guarantors, see "*Listing and General Information—Guarantor Legal Information*."

(7) Certain subsidiaries of the Issuer are party to a receivables securitization program pursuant to which sales of receivables are made on a recourse basis. As of September 30, 2024 the outstanding amount under the receivables securitization program was €190 million. See "*Description of Certain Financing Arrangements—Securitization Program*."

(8) The entities in the "Restricted Group" are subject to the covenants in the Indenture and the New Revolving Credit Facility.

THE OFFERING

The overview below describes the principal terms of the Notes and the Guarantees thereof. Certain of the terms and conditions described below are subject to important limitations and exceptions. The section entitled "Description of the Notes" of this Offering Memorandum contains a more detailed description of the terms and conditions of the Notes and the Guarantees, including definitions of certain terms used in this overview.

Issuer..	Elior Group, a joint stock corporation (*société anonyme*) organized under the laws of the Republic of France (the "**Issuer**").
Notes Offered	€500,000,000 aggregate principal amount of 5.625% Senior Notes due 2030 (the "**Notes**").
Maturity Date..	March 15, 2030.
Issue Price..	100% (plus accrued interest from the Issue Date).
Interest Payment Date..	Semi-annually in arrears on March 15 and September 15 of each year, commencing on March 15, 2025.
Issue Date	February 4, 2025.
Interest Commencement Date	Interest will accrue from the issue date of the Notes, and will be computed on the basis of a 360-day year comprised of twelve 30-day months.
Denomination..	€100,000 and integral multiples of €1,000 in excess thereof.
Ranking	The Notes will be senior unsecured obligations of the Issuer and will: • rank *pari passu* in right of payment among themselves and to existing and future unsecured indebtedness of the Issuer that is not subordinated to the Notes, including drawings under the Existing Notes and the New Revolving Credit Facility; • rank senior in right of payment to any existing or future indebtedness of the Issuer that is subordinated to the Notes; • be effectively subordinated to all existing and future secured indebtedness of the Issuer to the extent of the assets securing such indebtedness; and • be structurally subordinated to all existing and future indebtedness of the Issuer's subsidiaries.
Guarantees	On or about the Issue Date, the Notes will be guaranteed on a senior unsecured basis by Elior Participations. Within 120 days following the Issue Date, the Post-Issue Date Guarantors will guarantee the due and punctual payment of certain amounts due and payable in respect of the Notes.

The Guarantees will be subject to contractual and legal limitations that may limit their enforceability, and the Guarantees may be released under certain circumstances.

See "*Risk Factors—Risks Related to the Notes and the Guarantees*" and "*Limitations on the Validity and Enforceability of the Guarantees and Certain Insolvency Law Considerations*."

For corporate information regarding the Guarantors, see "*Listing and General Information—Guarantor Legal Information*."

For the year ended September 30, 2024, the Issuer and the Guarantors generated approximately 66% of the Group's revenue and 74% of the Group's Adjusted EBITDA. As of September 30, 2024, the Issuer and the Guarantors held 70% of the Group's total assets.

Ranking of the Guarantees .... Each Guarantee will be the senior unsecured obligations of such Guarantor and will:

- rank *pari passu* in right of payment among themselves and to existing and future unsecured indebtedness of such Guarantor that is not subordinated to such Guarantee, including such Guarantor's obligations under the New Revolving Credit Facility;

- rank senior in right of payment to any existing or future indebtedness of such Guarantor that is subordinated to such Guarantee;

- be effectively subordinated to all existing and future secured indebtedness of such Guarantor to the extent of the assets securing such indebtedness; and

- be structurally subordinated to all existing and future indebtedness of such Guarantor's subsidiaries.

Optional Redemption .... The Issuer may redeem some or all of the Notes at any time:

- prior to March 15, 2027, at a redemption price equal to 100% of their principal amount plus the applicable "make whole" premium (as described under "*Description of the Notes—Optional Redemption— Optional Redemption prior to March 15, 2027*") plus accrued and unpaid interest to, but not including, the redemption date, and additional amounts, if any; and

- on or after March 15, 2027, at the redemption prices set forth under "*Description of the Notes—Optional Redemption—Optional Redemption on or after March 15, 2027*" plus accrued and unpaid interest to, but not including, the redemption date, and additional amounts, if any.

In addition, at any time until March 15, 2027, the Issuer may, at its option and on one or more occasions, redeem up to 40% of the aggregate principal amount of the Notes at a redemption price of 105.625% of their principal amount plus accrued and unpaid interest, if any, to the redemption date, with the proceeds of certain equity offerings. See "*Description of the Notes—Optional Redemption—Optional Redemption upon an Equity Offering*."

At any time prior to March 15, 2027, the Issuer may redeem up to 10% of the then outstanding aggregate principal amount of the Notes on one or more occasions during each 12 month period commencing on the Issue Date, at a redemption price equal to 103% of the principal amount of Notes redeemed, plus accrued and unpaid interest to, but excluding, the date of redemption and additional amounts, if any.

Redemption for Taxation Reasons .... The Issuer may, but is not required to, redeem the Notes at any time in whole, but not in part, at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of redemption in the event that certain changes in tax laws or their interpretation result in the Issuer becoming obligated to pay "additional amounts" on payments to be made with respect to such Notes. See "*Description of the Notes—Optional Redemption--Redemption Upon Change in Withholding Taxes."*

Additional Amounts .... Except as provided in "*Description of the Notes—Additional Amounts*", all payments to be made with respect to the Notes will be made without withholding or deduction for, or on account of, present and future taxes in any relevant taxing jurisdiction unless required by applicable law. If withholding or deduction for such taxes is required to be made with respect to a payment on the Notes, subject to certain exceptions, the Issuer will pay the additional amounts necessary so that the net amount received by holders of the Notes after the withholding or deduction is not less than the amount that they would have received in the absence of the withholding or deduction.

Change of Control .... If the Issuer experiences certain events constituting a change of control, the holders of the Notes will have the right to require the Issuer to offer to repurchase the outstanding Notes at a purchase price equal to 101% of their principal amount, plus accrued and unpaid interest and additional amounts, if any, to, but excluding, the date of purchase. See "*Description of the Notes—Certain Covenants—Change of Control*."

Covenants .... The indenture (the "**Indenture**") governing the Notes will, among other things, limit the ability of the Issuer and of certain "restricted" subsidiaries to:

- incur or guarantee additional indebtedness and issue certain preferred stock;
- create certain liens or permit certain liens to exist;
- pay dividends, redeem capital stock or make certain other restricted payments or investments;
- sell assets, including capital stock of restricted subsidiaries;
- engage in transactions with affiliates; and
- merge or consolidate with other entities.

Each of the covenants is subject to a number of important exceptions and qualifications. See "*Description of the Notes—Certain Covenants*."

The above covenants (with the exception of the limitation on the ability to create or permit certain liens) will be suspended during achievement of investment grade status for the Notes, in the event that the Notes have been assigned at least two of the following ratings: (x) BBB- or higher by S&P, (y) Baa3 or higher by Moody's and (z) BBB- or higher by Fitch.

Form of Notes.. The Notes will be represented on issue by global Notes which will be delivered through Euroclear Bank S.A./N.V., and Clearstream Banking, S.A. Interests in a global Note will be exchangeable for the relevant definitive Notes only in certain limited circumstances. See "*Book Entry, Delivery and Form*."

Transfer Restrictions... The Notes have not been and will not be registered under the U.S. Securities Act or the securities laws of any other jurisdiction. The Notes offered hereby are being offered and sold outside the United States in reliance on Regulation S under the U.S. Securities Act. See "*Plan of Distribution*" and "*Transfer Restrictions*."

No Prior Market .... The Notes will be new securities. Accordingly, the Issuer cannot assure you that a liquid market for the Notes will develop or be maintained. See "*Risk Factors—Risks Related to the Notes and the Guarantees—There currently exists no market for the Notes, and we cannot assure you that such an active trading market for the Notes will develop*."

Use of Proceeds .... The Issuer intends to use the net proceeds of the Offering, together with available cash and amounts drawn under the New Revolving Credit Facility, to (i) repurchase and/or redeem the Existing Notes in full, (ii) repay the Issuer's Existing Revolving Credit Facility and (iii) pay certain fees and expenses in

	connection with the Transactions. See "*Use of Proceeds*."
Listing and Trading..	Application will be made to admit the Notes to the Official List of the Luxembourg Stock Exchange and admit the Notes for trading on the Euro MTF Market. You should note, however, that there is currently no trading market for the Notes, and we cannot assure you that an active or liquid market in the Notes will develop.
Trustee..	U.S. Bank Trustees Limited.
Paying Agent..	U.S. Bank Europe DAC.
Registrar..	U.S. Bank Europe DAC.
Transfer Agent..	U.S. Bank Europe DAC.
Governing Law of the Notes, the Guarantees and the Indenture	State of New York.
Further Issues	The Issuer may, without notice to or the consent of the holders or beneficial owners of the Notes, create and issue Additional Notes having the terms and conditions as the Notes (except for the issue date, the initial interest accrual date and the amount of the first payment of interest).
Risk Factors	You should refer to "*Risk Factors*" beginning on page 21 of this Offering Memorandum for an explanation of certain risks involved in investing in the Notes.

SUMMARY HISTORICAL CONSOLIDATED FINANCIAL INFORMATION AND OTHER DATA

Overview

The following tables present summary historical consolidated financial information and other data for the Issuer, as of and for each of the years ended September 30, 2024, 2023 and 2022. The summary consolidated financial information and other data presented in the tables below has been derived from the Consolidated Financial Statements, which are included in or incorporated by reference into this Offering Memorandum.

This section should be read in conjunction with the financial statements included in or incorporated by reference into this Offering Memorandum as well as the disclosures provided under "*Presentation of Financial and Other Information*" and "*Management's Discussion and Analysis of Financial Condition and Results of Operations*."

Consolidated Income Statement Data

	For the year ended September 30,		
	2022	2023	2024
Revenue	**4,451**	**5,223**	**6,053**
Purchase of raw materials and consumables	(1,444)	(1,656)	(1,740)
Personnel costs	(2,349)	(2,773)	(3,282)
Share-based compensation expense	(3)	(6)	–
Other operating expenses	(472)	(491)	(587)
Taxes other than on income	(78)	(92)	(111)
Depreciation, amortization and provisions for recurring operating items	(156)	(152)	(166)
Net amortization of intangible assets recognized on consolidation	(18)	(20)	(36)
Recurring operating profit/(loss) from continuing operations	**(69)**	**33**	**131**
Share of profit of equity-accounted investees	–	–	–
Recurring operating profit/(loss) including share of profit of equity-accounted investees	**(69)**	**33**	**131**
Non-recurring income and expenses, net	(309)	(81)	(31)
Operating profit/(loss) including share of profit of equity-accounted investees	**(378)**	**(48)**	**100**
Financial expenses	(59)	(88)	(122)
Financial income	33	10	17
Profit/(loss) from continuing operations before income tax	**(404)**	**(126)**	**(5)**
Income tax	(36)	29	(36)
Net profit/(loss) for the period from continued operations	(440)	(97)	(41)
Net profit/(loss) for the period from discontinued operations	–	–	–
Net profit for the period	**(440)**	**(97)**	**(41)**
Attributable to:			
Owners of the parent	(427)	(93)	(41)
Non-controlling interests	(13)	(4)	–

Consolidated Statement of Financial Position Data

	As of September 30,		
	2022	2023	2024
		(in € millions)	
Goodwill	1,577	1,680	1,676
Intangible assets	155	257	221
Property, plant and equipment	237	258	277
Right-of-use assets	193	216	187
Other non-current assets	–	–	–
Non-current financial assets	118	127	176
Equity-accounted investees	–	–	–
Fair value of derivative financial instruments	3	5	1
Deferred tax assets	69	84	77
Total non-current assets	**2,352**	**2,627**	**2,615**
Inventories	99	107	99
Trade and other receivables	707	975	858
Contract assets	–	–	–
Current income tax assets	6	12	15
Other current assets	57	67	79
Cash and cash equivalents	64	45	142
Assets classified as held for sale	14	–	–
Total current assets	**947**	**1,206**	**1,193**
Total assets	**3,299**	**3,833**	**3,808**
Share capital	2	3	3
Reserves and retained earnings	685	833	783
Translation reserve	49	11	(11)
Equity attributable to owners of the parent	**736**	**847**	**775**
Non-controlling interests	(5)	(1)	1
Total equity	**731**	**846**	**776**
Long-term debt	1,060	967	887
Long-term lease liabilities	145	155	129
Fair value of derivative financial instruments	2	–	8
Deferred tax liabilities	–	–	1
Provisions for pension and other post-employment benefit obligations	59	74	74
Other long-term provisions	30	28	29
Other non-current liabilities	5	6	5
Total non-current liabilities	**1,301**	**1,230**	**1,133**
Trade and other payables	575	646	658
Due to suppliers of non-current assets	11	14	13
Accrued taxes and payroll costs	470	639	663
Current income tax liabilities	1	8	14
Short-term debt	11	242	324
Short-term lease liabilities	54	67	65
Short-term provisions	52	56	57
Contract liabilities	49	53	58
Other current liabilities	28	32	47
Liabilities classified as held for sale	16	–	–
Total current liabilities	**1,267**	**1,757**	**1,899**
Total liabilities	**2,568**	**2,987**	**3,032**
Total equity and liabilities	**3,299**	**3,833**	**3,808**

Consolidated Cash Flow Data

	For the year ended September 30,		
	2022	2023	2024
		(in € millions)	
Net cash from/(used in) operating activities – continuing operations	(33)	23	299
Net cash from/(used in) investing activities – continuing operations	(63)	(60)	(125)
Net cash from/(used in) financing activities – continuing operations	83	(15)	(44)

Other Financial Data

	For the year ended September 30,		
	2022	2023	2024
	(in € millions, except percentages)		
Free cash flow	(124)	(58)	215
Adjusted EBITA	(48)	59	167
EBITDA	108	206	333
Adjusted EBITDA[(1)]	111	212	333
Revenue growth	20.6%	17.3%	15.9%
Organic revenue growth	18.3%	11.2%	5.1%

(1) We define Adjusted EBITDA as reported EBITDA adjusted for the impact of the share-based compensation expense. The table below shows a reconciliation of our Adjusted EBITDA to EBITDA:

	For the year ended September 30,		
	2022	2023	2024
	(in € millions, except percentages)		
EBITDA	108	206	333
Share-based compensation expense	3	6	–
Adjusted EBITDA	111	212	333

Free Cash Flow

	For the year ended September 30,		
	2022	2023	2024
		(in € millions)	
EBITDA	**108**	**206**	**333**
Net capital expenditure[(1)]	(64)	(77)	(98)
Share of profit of equity-accounted investees	–	–	–
Change in operating working capital[(2)]	(37)	(66)	107
Non-recurring income and expenses impacting cash	(46)	(40)	(26)
Other non-cash movements	5	5	2
Repayment of lease liabilities (IFRS 16)	(76)	(77)	(85)
Operating free cash flow	**(110)**	**(49)**	**233**
Tax paid	(14)	(9)	(18)
Free cash flow	**(124)**	**(58)**	**215**

(1) Net capital expenditure corresponds to amounts paid as consideration for property, plant and equipment and intangible assets used by Contract Catering and Multiservices operations as well as by support and corporate activities, less the proceeds received from sales of these types of assets. This net amount represents the sum of the following items as presented in the consolidated cash flow statement (a) purchases of property, plant and equipment and intangible assets and (b) proceeds from sale of property, plant and equipment and intangible assets.

(2) Change in operating working capital corresponds to the net change during the period in the cash required for maintaining current assets and liabilities that are used by Contract Catering and Multiservices operations as well as by support and corporate activities. This cash flow is presented in the consolidated cash flow statement and covers the following current assets and liabilities (a) inventories and work-in-progress, (b) trade receivables, (c) trade payables, (d) employee-related payables and receivables, including accrued income related to the CICE tax credit in France and (e) tax receivables and payables (excluding corporate income tax, deferred taxes and the CVAE and IRAP taxes).

As Adjusted Financial Data

	As of September 30 2024 (unaudited) (in € millions, except ratios)
Pro Forma Adjusted EBITDA[(1)]	336
As adjusted gross debt[(2)]	1,196
As adjusted cash and cash equivalents[(3)]	40
As adjusted net debt[(4)]	1,156
Ratio of as adjusted net debt to *Pro Forma* Adjusted EBITDA	3.4x
Ratio of *Pro Forma* Adjusted EBITDA[(1)] to as adjusted interest expense[(5)]	3.1x

(1) Represents our Adjusted EBITDA adjusted for the effects of certain acquisitions completed during the year ended September 30, 2024 as if the acquisitions occurred on October 1, 2023.

(2) Represents the principal amount of our indebtedness as of September 30, 2024, adjusted for the effects of the Transactions as if the Issue Date were September 30, 2024. See "*Use of Proceeds*" and "*Capitalization*."

(3) Represents cash and cash equivalents as of September 30, 2024, adjusted for the Transactions as if the Issue Date were September 30, 2024 assuming an issue price of par and payment of the fees and expenses related to the Transactions from the cash to be used for general corporate purposes. See "*Use of Proceeds*" and "*Capitalization*."

(4) Represents as adjusted gross debt minus as adjusted cash and cash equivalents. See "*Use of Proceeds*" and "*Capitalization*."

(5) As adjusted interest expense represents the historical interest expense, as adjusted to show the effects of the Transactions as if the Transactions had taken place on October 1, 2023 and assuming the Issuer has drawn €152 million under New Revolving Credit Facility. *Pro forma* interest expense has been presented for illustrative purposes only and does not purport to represent what our interest expense would have actually been had the Transactions occurred on the date assumed, nor does it purport to project our net interest expense for any future period or our financial condition at any future date.

Key Performance Indicators

	For the year ended September 30,		
	2022	2023	2024
Guests served per day (approximately in thousands)	3,000	3,100	3,200
of which Business & Industry	795	885	942
of which Education	1,700	1,700	1,800
of which Health & Welfare	475	475	450
Points of sale (#)	20,250	20,200	20,200
of which Business & Industry	*5,400*	*4,600*	*4,700*
of which Education	*11,800*	*12,100*	*12,200*
of which Health & Welfare	*3,000*	*3,500*	*2,900*

RISK FACTORS

An investment in the Notes involves a high degree of risk. You should read and carefully consider the risks described below and the other information contained in this Offering Memorandum before making an investment in the Notes. Any of the following risks could materially and adversely affect our business, financial condition or results of operations and this, in turn, could adversely affect our ability to repay the Notes and cause you to lose all or part of your original investment.

The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially and adversely affect our business, financial condition or results of operations. If any of those risks actually occurs, our business, financial condition and results of operations would suffer.

This Offering Memorandum includes forward-looking statements that involve risks and uncertainties and our actual results may differ substantially from those discussed in these forward-looking statements. See "Forward-Looking Statements."

Risks Related to Our Business, Industry and Markets

We are exposed to risks associated with food safety and the food supply chain, which may subject us to liability claims, harm our reputation or negatively affect our relationship with clients.

Our main business activity is preparing and serving meals as well as selling food products in connection with the provision of outsourced services (contract catering). Consequently, we are specifically exposed to loss or damage resulting from actual or perceived issues regarding the safety or quality of the food we offer. Any inappropriate preparation methods, production systems or behavior could negatively affect the quality of the food services we provide. Claims of illness, injury, or any other losses related to contaminated, spoiled, mislabeled or adulterated food may require costly measures to investigate and remediate, such as withdrawing products from sale or destroying supplies and inventory that are unfit for consumption.

Our catering activities rely on strict adherence by employees to standards for food handling and catering operations. Claims related to food quality or food handling are common in the contract catering industry and may arise at any time. If we were to be found negligent in terms of food safety, we could be exposed to significant liability, which could have an adverse impact on our operating performance. Even if such claims are without merit, any negative publicity concerning food safety could damage our reputation and negatively affect our sales.

Our catering activities also expose us to the risks inherent to the food industry in general, such as the risk of widespread contamination of foodstuffs, problems related to product traceability, nutritional concerns, and other health-related issues. From time to time, food suppliers are forced to recall products and as a result, we may have to remove certain products from its inventory and source inventory from other providers. Such events can be highly disruptive to our business.

If any of the above were to occur, it could have a material adverse effect on our business, reputation, results of operations and financial position.

We are exposed to supply chain and logistics-related risks.

We have to regularly supply food and non-food products to our sites, restaurants and points of sale, while minimizing the collective and individual health and safety risks involved. Although we have a restricted number of key suppliers, if any one of these were to fail, it would be difficult for us to meet our supply needs. In the event of a dispute with any supplier or if a supplier were to experience financial difficulties, deliveries of supplies could be delayed or cancelled, and we could be forced to purchase supplies at a higher price from other suppliers.

In addition, a number of factors beyond our control or our suppliers' control could harm or disrupt our supply chain. Such factors include unfavorable weather conditions or natural disasters (such as earthquakes or hurricanes), government action, fire, terrorism, the outbreak or escalation of armed conflicts, pandemics, workplace accidents or other occupational health and safety issues, labor actions or customs or import restrictions.

Our catering business also relies on our ability to purchase food supplies and prepare meals on a cost-efficient basis. Any increases in food prices or supply costs could affect our profitability if they cannot be passed on to clients. See "—*Our business is subject to fluctuations in the price of ingredients, and our profitability may be adversely impacted if we are unable to pass those costs along to our customers.*"

We are specifically exposed to health security risks which could significantly affect our image.

We are exposed to food and non-food risks which, if they occurred, could damage our reputation and have an adverse impact on our business. We are specifically exposed to a negative promotion of our image resulting from the communication of actual or perceived issues concerning our operations.

If we are not properly prepared for managing a crisis, the occurrence of such a crisis could destabilize our business and lead to the loss of contracts. Any inadequate management of a crisis after its occurrence, such as a lack of communication over a report of an actual or perceived food safety incident that is broadcast on traditional or social media, could call into question executive management's handling of risk prevention processes.

Certain events that constitute unanticipated crisis scenarios, by country or by business, could reveal weaknesses in our risk mapping and crisis management procedures. Any mismanagement of internal and/or external communications could damage our image and have negative repercussions on us, both for our staff and financial position. For example, existing or potential clients could decide to terminate or not renew a contract, or renegotiate their contract at a lower cost.

We are exposed to risks related to fluctuations in the price of ingredients, and our profitability may be adversely impacted if we are unable to pass those costs along to our customers.

We are exposed to risks associated with our highly decentralized operations across multiple countries and markets, and the execution of our services at clients' sites through contracts. If we were unable to foresee, plan, or control changes in our earnings and main operating costs, this could have a material adverse effect on the profitability of our business. Food costs are a key component of our operating costs. The contract catering business notably relies on our ability to purchase food and prepare meals cost-effectively. Food costs are variable and prices are subject to inflation risk. Food price inflation can be driven by various factors, such as shortages caused by poor weather conditions (exacerbated by climate change), increases in oil and transportation prices, or geopolitical situations such as the war in Ukraine. Payroll costs are another significant element of our operating costs as our business requires a large number of staff, often with specific qualifications in food services and/or corporate services. Our ability to anticipate changes and control these costs is key to managing our financial performance effectively. Our ability to pass on cost increases in our contract catering and services businesses depends on the terms of our contracts. The level of risk we bear due to changes in costs and their impact on potential margins varies depending on the type of contract under which services are provided. If we are unable to renegotiate pricing terms with our clients in a timely manner, we would be exposed to losses due to higher-than-expected costs. In addition, the way in which we manage any resulting conflicts could affect the quality of our client relationships.

Even if we are able to pass on higher costs to our clients through price adjustment clauses, we could lose market share due to a decline in the perceived value of our services, either because the service falls short of expectations or due to differing interpretations of the contract. Any failure on our part to control costs or adapt to higher costs could have a material adverse impact on our earnings and financial position.

From an operating perspective, events such as not meeting sales targets (due to a low conversion rate of prospects, a low sales development rate, a decrease in contract retention rates, or contract losses during the year) could harm our business development and margins. Similarly, any increase in payroll costs, whether due to either internal or external factors (such as workplace accident rate, inflation or demographic changes) could affect our ability to generate the earnings we initially expected at the start of the contract.

If budgets and financial forecasts are not revised during the year in line with actual business levels (particularly in the event of a public health crisis), this could lead to budget discrepancies which, if not corrected, could prevent us from meeting our short- or mid-term strategic objectives.

We are exposed to the risk of losing key contracts.

We provide most of our services on a contractually outsourced basis at client sites. Contracts represent volatile assets as they can be lost or terminated for various reasons, including competition, client insourcing or site closures.

We conduct business with our contract catering and services clients under contracts that either have a specified term or may be terminated with advance notice. Contracts may be terminated, or not renewed, for instance, if one of our competitors offers the same service for a lower price or in the event of changes in market trends. Our business depends on our ability to renew contracts and secure new contracts under favorable financial conditions. We cannot predict whether a client will choose to cancel or not renew a contract. Moreover, even if contracts are renewed, their new terms and conditions may be less favorable than before or they may require us to incur significant capital expenditure. Clients may also decide to insource the contract catering and/or services previously outsourced to us, relocate their sites or change their strategy. In addition, with the Covid crisis and the widespread use of remote working, client needs have changed.

The loss of a large contract or multiple contracts simultaneously could have a material adverse effect our financial and operating performance. Furthermore, client dissatisfaction with our services could damage our reputation and therefore negatively impact our ability to win new contracts, which could also have a material adverse effect on our business and our financial and operating performance.

We are exposed to risks relating to contract monitoring, client retention strategy and contract profitability.

We conduct business in various countries, each with its own distinct culture. Consequently, while our contracts often include general pre-drafted clauses, many of them also contain specific negotiated clauses, which can lead to additional responsibilities. We use franchised brands in several of our markets. Lastly, our activities that generate low margins require a strict credit management policy.

Some contracts may contain clauses that could incur our liability or result in us bearing risks that were not fully understood at the outset, which could negatively impact our financial and operating performance.

We also rely on clients' ability to pay for our services. If a client experiences financial difficulties, payments may be significantly delayed and ultimately we may not be able to collect the amounts due under our contracts, resulting in bad debt write-offs. Significant or recurring bad debts could have a material adverse effect on our financial and operating performance. The Covid crisis highlighted the importance of including clauses in client contracts, whenever possible, that allow us to continue our operations in an alternative manner.

We are exposed to vulnerabilities in our supply chain, operational structures, and reputation due to climate risk.

Our contract catering business is exposed to the risk of supply difficulties and price increases. Climate change affects agricultural yields by increasing the frequency of droughts, late frosts, and torrential rain. This could prevent us from meeting client expectations, negatively impacting customer satisfaction and our brand image.

In addition, an increase in heatwaves and extreme cold spells could raise overheads (such as water and energy costs or air conditioning). During these periods of extreme weather, client sites may temporarily close to prevent occupants from being exposed to the climatic conditions, which in turn could lead to a loss of revenue and earnings.

We may be unable to implement our growth strategy.

In April 2023, following the acquisition of Derichebourg Multiservices, we further enhanced the strategic fit between these our two main businesses, thereby strengthening our competitive position in France and expanding our international reach, particularly in Spain and Portugal. Our growth plan requires us to successfully implement new start-up and acceleration projects and integrate new acquisitions. We expect to rely on our skilled, experienced managers at every level of the organization to ensure that acquisitions are integrated successfully and that the related synergies are realized. Any inability to effectively integrate new acquisitions could have significant adverse impacts on our business and/or financial and operational performance.

Mergers and acquisitions may not meet strategic objectives, suffer from poor integration and lack of synergies.

We are exposed to the following risks related to post-acquisition issues:

- we may not be able to retain the acquired businesses' key personnel or key client contracts (which, for contracts, can be due to a "change of control" clause);

- we may encounter unanticipated events, circumstances or legal liabilities related to the acquired businesses for which we may be liable as the successor owner or controlling entity in spite of any due diligence we conducted prior to the acquisition;

- labor laws in certain countries may require us to retain more employees than would otherwise be optimal from entities we acquire;

- future acquisitions could result is us incurring additional debt and related interest expense or contingent liabilities and amortization expenses related to intangible assets, which could have a material adverse effect on our financial and operating performance and/or cash flow;

- future acquisitions could result in the assumption of liabilities in excess of those valued during the due diligence phase, notably relating to disputes and litigation;

- future acquisitions may be subject to approval by antitrust or competition authorities, which could seriously delay or even prevent completion of the transactions;

- an acquisition may not achieve the anticipated synergies (due to strong cultural differences for example) or other expected benefits, or may give rise to higher risks (such as strikes or employee demotivation) than identified during the acquisition process;

- an acquisition could give rise to cultural integration problems for the acquired entity;

- we may incur substantial costs, delays or other operational or financial problems in integrating acquired businesses, such as costs and issues relating to managing, hiring and training new personnel, the integration of information technology and reporting, accounting and internal control systems or problems coordinating supply chain arrangements; in some cases, the costs incurred may not be offset by the profit generated by the acquired businesses;

- we may incur costs associated with developing appropriate risk management and internal control structures for acquisitions in a new market, or understanding and complying with a new regulatory environment;

- additional investments may be needed in order to understand new markets and follow trends in those markets in order to compete effectively;

- we may have a reduced ability to predict the future performance of an acquired business in the event we have less experience in the acquired business's market than in our existing markets, particularly if we underestimate the level and extent of market competition; and

- acquisitions may divert our management's attention from running existing operations.

We may not be able to implement our acquisition strategy.

In the past, we have made strategic, targeted acquisitions as part of our growth strategy. We intend to continue to develop and expand our operations through further acquisitions, particularly in the United States. Our inability to successfully complete acquisitions or integrate acquired companies may render us less competitive. The preparation and completion of acquisitions may require significant input from our management teams and divert management and financial resources away from the day-to-day running of the business.

Among the risks associated with acquisitions that could have a material adverse effect on the our business and/or its image and/or its financial and operating performance are the following related to acquisition opportunities:

- acquisition decisions may be taken without following a formal process or without ensuring that a business plan is in place;

- we may not find suitable acquisition targets;

- market information/analyses about the targets may not be reliable, or may be inaccurate or uncertain;

- we may not be able to effectively plan and/or complete a given acquisition (due to a lack of involvement by support services such as HR, Finance, Legal or IT);

- we may be unable to arrange financing for an acquisition, or to obtain financing on satisfactory terms;

- we may face increased competition for acquisitions as markets in which we operate undergo continuing consolidation;

- we may overpay for the acquisition target;
- the expected synergies may not materialize; and
- we are also exposed to risks arising from the acquisitions themselves.

The success of each of our businesses relies on our ability to generate organic growth by winning new business from clients who choose to outsource.

A large portion of contract catering and services business is generated from a competitive bidding process between us and several other service providers. In order to win a contract, we must effectively demonstrate our value proposition. We therefore devote significant time and effort to preparing the bid or proposal for competitive tenders. A detailed analysis is carried out on the costs incurred during this phase, which are expensed if the bid is unsuccessful. Even if a bid is successful, we may not be able to fully evaluate the contract until operations actually begin.

If we fail to meet any commitments outlined in the service offering and/or the service contract signed with the client, this may lead to the termination of the contract if the client considers that it is not getting sufficient value added from the service provided.

In addition, we may have to terminate a contract that proves unprofitable. However, our ability to terminate our contracts may be limited. For example, our contract catering and services contracts with public entities are difficult to terminate because of certain contractual provisions that are required by law to be included in public sector contracts. If we underestimate the cost of providing our services under a particular contract and we are unable to terminate or renegotiate the contract, we could incur significant losses that could have an adverse effect on our business. In addition, the parameters used to assess the profitability of a future contract derive from the client's specifications, which may not always be checked and are subject to change

Our competitors range from local small and medium-sized enterprises to multinational corporations. If our clients do not perceive the quality and cost value of our services, or if there is insufficient demand for new services, this could have an adverse effect on our business and earnings.

Failure to successfully adapt to these or other changes in the competitive and/or regulatory landscape could result in a loss of market share, decreased revenue and/or a decline in profitability.

We are exposed to risks related to public procurement codes and antitrust law.

Our subsidiaries are highly decentralized and often negotiate their own service-level agreements with public bodies, which themselves are subject to specific laws and regulations.

We derive a significant portion of our revenue from contracts with public sector entities. Business generated by public sector clients may be affected by political and administrative decisions regarding levels of public spending, particularly in light of the current attention in certain countries in which we operate to reducing national and local government budget deficits.

We also have to comply with specific legal requirements (for example, if we fail to pay our payroll taxes, we can be excluded from participating in tenders for public contracts). We have to produce various administrative documents (such as criminal record checks for directors and various types of certifications) and demonstrate compliance with all applicable legal obligations. In addition, we must be vigilant to comply with anti-bribery and related laws and regulations and could incur liability if our policies and procedures do not detect any illegal acts.

If we fail to comply with the procedural regulations related to public contract tenders, our bid may be rejected or a successful bid could be challenged by the authorities or an unsuccessful competitor, potentially leading to the cancellation of the contract awarded to us. This type of challenge to the allocation of a public contract can also occur after we have begun work on the contract, leading to costs (such as legal fees or business termination fees) that would adversely impact the profitability of the operating entity concerned. In addition, any failure to comply with the applicable laws and regulations could result in fines, penalties and other sanctions, including exclusion from participation in future tenders for public contracts.

We may also face risks in relation to any divestments we may undertake.

Divestments could result in losses and write-downs of goodwill and other intangible assets. Furthermore, it may encounter unanticipated events or delays and retain or incur legal liabilities related to the divested business with respect to employees, clients, suppliers, subcontractors, public authorities or other parties. Any of these events could have a material adverse effect on our business and our financial and operating performance.

We are exposed to certain risks due to the international scope of our operations and our decentralized management structure.

We conduct our operations in nine main countries and employ approximately 133,156 people working at our sites, restaurants, and points of sale as of September 30, 2024. We seek to create value by leveraging the synergies and the commercial strength of a multinational group. In order to do so, we must structure our organization and operations appropriately while respecting the various tax laws and regulations of the jurisdictions in which we operate, which are generally complex. Additionally, because tax laws may not provide clear-cut or definitive doctrines, the tax regime applied to our operations and intragroup transactions or reorganizations is sometimes based on our interpretations of tax laws and regulations. We cannot guarantee that such interpretations will not be challenged by the relevant tax authorities, which may adversely affect our financial and operating performance. Tax laws and regulations are subject to change, and new laws and regulations may make it difficult for us to restructure our operations in a tax-efficient manner. More generally, any failure to comply with the tax laws or regulations of the countries in which we operate may result in reassessments, late payment interest, fines or other penalties.

The services we provide to our clients are subject to value added tax, sales taxes or other similar taxes. Tax rates may increase at any time, and any such increase could affect our business and the demand for our service, potentially reducing our operating profit and negatively affecting our performance.

Our international operating presence exposes it to the risk of being unaware of changes in local regulations and/or accounting rules (such as local GAAP and IFRS). Any failure to take into account such changes or to comply with the new rules would have significant financial impacts and could even result in errors in our financial statements.

We cannot guarantee that our property, plant and equipment, intangible assets, financial assets and components of our working capital will not be subject to any impairment in value.

Due to past acquisitions, we have a significant amount of goodwill recognized in our balance sheet, which is regularly tested for recoverability through impairment tests. If there is an indication of impairment, an impairment loss is recognized, directly impacting our financial statements. Impairment may result from a deterioration in our performance, a decline in expected future cash flows, unfavorable market conditions, or adverse changes in applicable laws and regulations. The amount of any goodwill impairment loss recognized is expensed immediately in the income statement and may not be subsequently reversed. Following the impairment tests carried out at September 30, 2023, the Group recognized €47 million in impairment losses against goodwill for its Contract Catering France and Contract Catering Iberia cash-generating units. We did not recognized any goodwill impairment loss in our financial statements for the year ended September 30, 2024. Any further impairment losses recognized against goodwill in the future would result in significant reductions of our earnings and our equity under IFRS.

In addition, our property, plant, and equipment represent a significant portion of our balance sheet, which exposes us to the risks of obsolescence, physical deterioration of equipment, client restructuring or insolvency, loss of a major contract, or theft. Since the end-consumer (the guest) is often not the client with whom we have a contractual relationship, our receivables are exposed to the risk of non-payment (such as disputes or late payments). We also have a portfolio of directly-owned brands which are recognized in the balance sheet and whose recoverable value is regularly tested and controlled.

Changes in tax laws or challenges to our tax position could adversely affect our results of operations and financial condition.

We may record deferred tax assets in its balance sheet, reflecting future tax savings resulting from differences between the tax and accounting values of assets and liabilities or in respect of the tax loss carryforwards of its subsidiaries. Recovery of these assets in future years depends on tax laws and regulations, the outcome of any tax audits, and the future results of the subsidiaries concerned. Any reduced ability to recover these assets due to changes in laws and regulations, any tax reassessments, or lower than expected profits could negatively impact our financial and operating performance.

We are exposed to a risk of the misappropriation of funds at each level of our catering operations.

Operating agents may not record all of their sales and/or cash collected in the information systems provided, and large amounts of cash kept on site could be subject to fraudulent acts (such as theft or embezzlement). In addition, the measures in place to trace funds during their transit to banks or to record funds in the accounts may be inadequate.

Clients may not fulfil their payment obligations to us.

We are exposed to the risk of client insolvency (in the private and public sector) and may have problems collecting the amounts it has invoiced if our clients encounter financial difficulties.

We are exposed to the loss, theft, or leak of sensitive information.

As our digital transformation programs advance, risks related to sensitive information may increase and may therefore require specific monitoring. The main risks include the theft or unauthorized access to sensitive or confidential data (such as social security numbers or bank codes), the risk of data falling out of our control or being used for purposes other than those intended by us; and the risk of confidential data being leaked to a third party, whether internal or external. Additionally, the increased use of Internet of Things devices in our business could also lead to loss, theft, or leakage of sensitive information. Furthermore, targeted cyber-attacks, fraud, and industrial espionage are becoming increasingly sophisticated.

These risks must be considered in everyday personal behavior, such as using laptops, holding sensitive conversations in public places, using the “reply all” function for emails, and leaving confidential documents in public areas such as meeting rooms and digital print rooms. This aspect of IT risks has grown with the increase in remote working since the Covid pandemic, as employees have remote access to sensitive information.

If any of these risks were to occur, it could have an adverse financial impact on us, resulting in a loss of confidence, severe damage to our corporate image, violations of the General Data Protection Regulation (“GDPR”) to which we are subject, the loss of contracts, and breaches of contractual confidentiality obligations to our clients.

The nature of our businesses also subjects us to varying types of local, national and international regulations and standards.

The contract catering business is subject to regulations and standards concerning food safety and preparation (such as allergies and intolerances). Any poor use of hazardous products or handling of products that do not comply with the applicable legislation or best practices could lead to public health issues. If such an incident were to occur and become widespread, it could significantly harm our reputation and have a material adverse effect on our financial position if we were required to pay any compensation or damages.

In our services business, we provide cleaning services to companies operating in highly regulated industries. Due to the sensitive nature of these industries, we must comply with strict operating and hygiene standards. We, along with our clients and suppliers operating in such industries, are subject to detailed and restrictive laws and regulations regarding service provision and facility safety. Any failure to comply with such laws and regulations could result in fines, contract losses or cessation of operations. We are subject to a strict and complex regulatory framework some of the countries where we operate. Consequently, any changes in or failure to comply with these regulations could have an adverse impact on our business and profitability. Due to the nature of our operations, we are subject to varying types of local, national, and international regulations and standards.

We are subject to safety standards relating to the workplace, the working environment and working methods.

Our facilities may be inspected at any time, and any allegations of non-compliance with the applicable regulations can result in lawsuits and/or reputational damage and can have serious financial consequences. These standards are growing in number, especially in Europe and the United States. The extent and timing of investments required to maintain compliance may differ from our internal schedule and could limit the availability of funding for other investments. In addition, if the costs of regulatory compliance continue to increase and it is not possible for these additional costs to be passed on in the price of its services, any such changes could reduce our profitability. Any changes in regulations or evolving interpretations thereof may result in increased compliance costs, capital expenditure and other financial obligations that could affect our profitability.

More generally, our results could be negatively affected by changes in the legal or regulatory environment, such as the rules and regulations related to workplace health and safety. For example, any change in the rules concerning the use of certain chemical products could have a negative impact on the results of our services business. Similarly, any changes in work-related legislation could adversely affect our catering and services operations.

We are dependent upon certain key personnel.

We rely on site, regional, divisional and senior management teams and other key personnel for the successful operation of our businesses. Understanding the expectations of our people (such as salaries and career development opportunities) and ensuring that these are met are essential to our success. For example, if employees feel that the salaries and career development paths offered by us are inadequate, this could lead to high staff turnover.

The success of our operations depends on the skills, experience, efforts and policies of our executives and the continued active participation of a relatively small group of senior management personnel. If the services of all or some of these executives were to be lost, it could harm our operations, impair efforts to expand our business, damage our image and negatively impact our business. In the event that one or more key executives leave, we would need to appoint replacements with the necessary qualifications to carry out our strategy. If such replacements are not available within the Group, we would have to hire externally. Because competition for skilled employees is intense, and the process of finding qualified individuals can be lengthy and costly, the loss of the key executives and employees could have a material adverse effect on our business and our financial and operating performance. We cannot provide assurance that we will continue to retain such key executives and employees.

We also rely on skilled and experienced managerial personnel at each level of the organization to ensure that our operations are carried out in an effective and efficient manner. Site managers serve as the first point of contact with our clients and are key to maintaining good client relations. They also have primary responsibility for evaluating and managing costs at each of the Group's restaurants and for ensuring service quality and compliance with client specifications. District, regional and national managers coordinate restaurants and ensure that large-scale operational plans or capital expenditure projects are carried out efficiently, in line with our Group-level instructions and policies.

Finally, we depend on our senior management's skills and experience in coordinating our operations, implementing large capital expenditure programs, and formulating, evaluating, and implementing new strategies.

If one or more executives were unable or unwilling to continue in their current positions, we may not be able to replace them easily or to provide their potential replacements with the necessary training and know-how in the short or mid-term to carry out their missions. If we were unable to hire or retain personnel with the requisite expertise or to train such people effectively, this could create instability within our teams and negatively impact our business, which could in turn have a material adverse effect on our financial and operating performance.

Our business, results of operations and financial condition can be adversely affected by unforeseen events, such as pandemics, terrorist attacks, civil unrest, natural disasters or catastrophic events.

If an event, or series of events, occurs that is beyond our control, such as armed conflicts, terrorist attacks, epidemics, natural disasters or accidents, which could result in a reduction or stoppage of operations for subsidiaries. The occurrence of such events could also affect the safety of our employees and assets in the country or countries involved.

We may also face political, economic and social uncertainties in some of the countries in which we operate. The political systems in those countries may be vulnerable to the public's dissatisfaction with economic reforms, such as austerity measures, leading to social unrest. Any disruption or volatility in the political, social, legislative or regulatory environment in these countries, such as the War in Ukraine, could have a material adverse impact on our business and our clients. A reduction in guest numbers at our sites could have a significant impact on local teams, which could in turn have a material adverse effect on our financial and operating performance.

We are exposed to labor risk.

As a provider of outsourced services in our contract catering and services operations, we rely on a large workforce whose actions have a direct impact on consumers and/or who provide services at our clients' premises.

Failure to comply with our labor-related obligations, respect applicable procedures relating to overtime and paid leave, maintain close relationships with local management teams and trade unions, or address employee complaints (for example, concerning working conditions or management behavior), could lead to strikes or other forms of labor action against us. Such actions could result in having to pay penalties, a reduction in our services or the risk of losing contracts.

In addition, in all of our operations, we provide facilities that are accessible to the public either at our own or our clients' premises. Consequently, we may face claims in connection with property damage or security breaches at a client's premises, interruptions of a client's business, the spread of infections at healthcare facilities, food contamination, violations of environmental and/or occupational health and safety regulations, unauthorized use of a client's property, or willful misconduct or other tortious acts by our employees or people who have gained unauthorized access to premises. Such claims may be substantial and may harm our image. Moreover, such claims may not be fully covered by insurance policies and could therefore have a material adverse effect on our business and our financial and operating performance.

We are subject to the risk that legislation applicable to the countries where we operate may change in a manner that is adverse to our interests.

We have operations in several continents, countries and states. Each of these geographic regions is subject to different local laws and regulations which may vary significantly in content and complexity from one country to another.

The laws and regulations governing the industry in which we operate include, but are not limited to, employment, food, health and safety, competition and antitrust, consumer protection, data privacy and the environment. Any changes to these laws and regulations, or any failure to properly anticipate such changes, or failure to alert staff or not providing sufficient training, could have a direct material impact on our business. For example, changes in the minimum wage or paid leave entitlement could lead to higher payroll costs and a lower payroll to revenue ratio and could negatively impact our profitability and competitiveness.

Risks Related to Our Structure and Financial Profile

Our leverage may affect our ability to finance our operations and growth, and could have a material adverse effect on our financial position.

We currently have a substantial amount of outstanding debt. As of September 30, 2024, on an as adjusted basis for the Transactions our gross debt would have been €1,196 million. Our substantial level of indebtedness could have negative consequences, including:

- requiring us to dedicate a substantial portion of our cash flow from operations to servicing our debt, thus reducing the availability of free cash flow to fund organic growth and capital expenditure and for other general corporate purposes;
- increasing our vulnerability to a downturn in our business or economic conditions;
- placing us at a competitive disadvantage compared to other market players that have less debt in relation to cash flow;
- limiting our flexibility in planning for or reacting to changes in our business and our industry;
- limiting our ability to incur capital expenditure for expanding our business, notably with a view to modernizing and extending our network;
- restricting us from exploiting certain business opportunities; and
- limiting our and our subsidiaries' ability to borrow additional funds or raise equity capital in the future and increasing the costs of such additional financing.

A number of restrictive covenants in the financing agreements to which some Group companies are party may restrict our ability to operate our business.

The agreements governing our indebtedness, including the Notes offered hereby and the New Revolving Credit Facility require us to comply with certain negative covenants and financial ratios (see "*Description of Certain Financing Arrangements*"). As of the date of this Offering Memorandum, the most relevant covenants in our indebtedness restrict, among other things, our ability to:

- make acquisitions or investments in joint ventures;
- make loans or be a creditor to others;
- incur debt or issue guarantees;
- create security;
- sell, transfer or dispose of assets; and
- merge or consolidate with other companies.

The restrictions contained in the agreements governing our indebtedness and the other agreements relating to our receivables securitization program could affect our ability to operate our business and may limit our ability to react to market conditions or take advantage of potential business opportunities as they arise. For example, such restrictions could adversely affect our ability to finance our operations and capital expenditure, make strategic acquisitions, investments or alliances, restructure our organization or finance our capital needs. Additionally, our ability to comply with these covenants and restrictions may be affected by events beyond our control, such as prevailing economic, financial and industry conditions. If we breach any of these covenants or restrictions, we could be in default under the above-mentioned agreements.

If there is an event of default under any of our debt instruments that is not cured or waived, the holders of the defaulted debt could terminate their commitments thereunder and/or cause all amounts outstanding with respect to such debt to be due and payable immediately, which in turn could result in cross-defaults under our other debt instruments. Any such actions could have a material adverse impact on us and could even force us into bankruptcy or liquidation.

The interests of our shareholders may be inconsistent with the interests of the holders of Notes.

The interests of our shareholders could conflict with your interests, particularly if we encounter financial difficulties or are unable to pay our debts when due. Our shareholders may have an interest in pursuing divestitures, financings or other transactions that in their judgment could enhance their equity investments, although such transactions might involve risks to you as a holder of Notes.

Changes in tax laws or challenges to the Group's tax position could adversely affect its results and financial conditions.

The Group is subject to complex and evolving tax legislation in the countries in which it operates, as well as international tax laws. The Group often relies on generally available interpretations of applicable tax laws and regulations. The Group cannot be certain that the relevant tax authorities are in agreement with its interpretation of these laws. If relevant tax authorities challenge its tax positions, the Group could be required to pay taxes that it currently does not collect or pay, which could in turn increase the Group's tax burden and thus adversely affect the Group's business, financial condition and results, and reduce the cash flow available to service the Group's indebtedness. Changes in tax laws or regulations or in their interpretation could also adversely affect the Group's tax position, such as its actual tax rate or tax payments, possibly with a retroactive effect.

The Organization for Economic Co-operation and Development ("**OECD**") together with the G20 countries has committed to reduce perceived abusive global tax avoidance, referred to as base erosion and profit shifting ("**BEPS**"). The OECD published its final reports in relation to its "Action Plan on Base Erosion and Profit Shifting (BEPS)" on October 5, 2015, which were endorsed at the G20 summit in November 2015, and the multilateral instrument to implement tax treaty-related measures to prevent BEPS was published on November 24, 2016. As part of this commitment, an action plan has been developed to address BEPS with the aim of securing tax revenue by realigning taxation with economic activities and value creation by creating a single set of consensus-based international tax rules. As part of the BEPS project, new rules dealing with the operation of double tax treaties, the definition of permanent establishments, interest deductibility and the taxation of hybrid instruments and hybrid entities have already been introduced and will continue to be introduced in relevant tax legislation of participating OECD countries. Depending on if and how these proposals are implemented, they may result in material changes to tax laws which can impact the tax treatment of income and gains arising at the level of the Group, intermediate companies and portfolio companies, which may adversely impact how the returns to investors are taxed. Such implementation may also give rise to additional reporting and disclosure obligations for the Group, intermediate companies and investors. As part of the global OECD BEPS project, France, where the Group is organized, has signed (together with 103 jurisdictions) the so-called multilateral instrument ("**MLI**") that will transpose anti-BEPS measures into some of the treaties that France has concluded. France ratified the MLI on September 26, 2018, which became effective as of January 1, 2019. For all countries which ratified the MLI after France, the relevant dates of application should be calculated on an individual basis.

The MLI notably introduces a "principal purpose test" ("**PPT**") denying tax treaty benefits to companies when obtaining such benefits was "one of the principal purposes of any arrangement or transaction that resulted directly or indirectly in" these benefits, unless granting these benefits under the given circumstances would be "in accordance with the object and purpose of the relevant provisions" of the tax treaty. Whether a France entity relying on tax treaty benefits can be construed as being part of such type of arrangement will predominantly depend on source state views.

Changes in tax laws or regulations or to their interpretation could adversely affect the Group's tax position, including its actual tax rate or tax payments, possibly with a retroactive effect.

The European Union is itself working to harmonize the tax legislation of the Member States. To that end, on July 12, 2016, the Council of the European Union (the "**Council of the European Union**") adopted a directive laying down rules against tax avoidance practices that directly affect the functioning of the internal market (Council Directive 2016/1164) (the "**ATAD 1**"). ATAD 1 addresses some of the items of the BEPS project, including among others hybrid mismatch rules, interest deduction limitation and controlled foreign companies rules, but also provisions which are not linked to the BEPS project, such as exit taxation and a general anti-avoidance rule. Amongst the set of proposed measures, the ATAD 1 provides for a general interest deductibility limitation rule pursuant to which the tax deduction of net financial expenses is limited to 30% of the taxpayer's tax adjusted EBITDA or to a maximum amount of €3 million, per financial year, whichever is higher (subject to several exceptions, notably in certain cases of thin capitalization). The ATAD 1 grants EU member states certain options in the implementation of the directive into their domestic laws. Such rules apply since January 1, 2019, following their transposition into French tax law by Article 34 of the French finance law for 2019 (Law 2018- 1317 of December 28, 2018) (the "**French Finance Law for 2019**").

On February 21, 2017, the Economic and Financial Affairs Council of the EU reached a political agreement on amendments to ATAD 1 to neutralize hybrid mismatch structures involving non-EU countries (Council Directive (EU) 2017/952 of 29 May 2017, "**ATAD 2**"). While ATAD 1 contains rules combatting certain hybrid mismatches between EU Member States, ATAD 2 introduces more detailed rules to neutralize hybrid mismatches and extends the scope to (i) a variety of other mismatches between EU Member States and (ii) mismatches between EU Member States and non-EU countries. The more extensive anti-hybrid rules in the ATAD 2 replace the initial rules to counter hybrid mismatch arrangements set out in the ATAD 1. ATAD 2 provisions must have been implemented by EU Member States into domestic law by December 31, 2019, such that the rules apply no later than January 1, 2020. As an exception, implementation of a specific provision targeting so-called reverse hybrid mismatches could be postponed by EU Member States until December 31, 2021 and be applicable by January 1, 2022. The French finance law for 2020 (Law 2019-1479 of December 28, 2019) (the "**French Finance Law for 2020**") introduced under French tax law the provisions of the ATAD II and thus introduced new anti-hybrid rules under Article 205 B *et seq.* of the French tax code (the "**French Tax Code**") (in lieu of the former French anti-hybrid rules, as set forth in Article 212-I-b of the French Tax Code). Under French law, the anti-hybrid rules took effect on January 1, 2020, while the reverse hybrid provision applies as from January 1, 2022.

The European Commission also published a corporate reform package proposal on October 25, 2016, including three new proposals that aim at (i) relaunching the Common Consolidated Corporate Tax Base ("**CCCTB**"), which is a single set of rules to compute companies' taxable profits in the EU, (ii) avoiding loopholes associated with profit-shifting for tax between EU and non-EU countries, and (iii) providing new dispute resolution rules to relieve problems with double taxation for businesses.

Moreover, in a communication to the European Parliament and the Council of May, 18 2021 and denominated "Business Taxation for the 21st Century", the European Commission announced additional measures in the field of corporate taxation to take into account the evolution of the context of the EU business taxation policy. In particular, the European Commission announced that it would propose a new framework for income taxation for businesses in Europe ("**Business in Europe: Framework for Income Taxation**" or "**BEFIT**") to replace the pending proposals under the CCCTB. BEFIT is based mainly on the framework of the OECD's international tax reform project, and would involve the consolidation of the profits of the EU members of a multinational group into a single tax base, which will then be allocated to Member States using a formula, to be taxed at national corporate income tax rates. The preparation for this new proposal will be carried out by the European Commission alongside the Member States and the European Parliament and will give rise to consultations with the business sector and civil society groups. The Commission's aim was to introduce BEFIT into EU legislation by the third quarter of 2023. Alongside BEFIT, the European Commission also announced, among other things, that it would (i) table a legislative proposal setting out union rules to neutralize the misuse of shell entities for tax purposes, (ii) adopt a recommendation on the domestic treatment of losses and (iii) make a legislative proposal creating a Debt Equity Bias Reduction Allowance ("**DEBRA**"), being specified, however, that it has recently been indicated that the examination of the proposal of the DEBRA directive was suspended at this stage.

On September 12, 2023, the European Commission published a proposal for a Council Directive on transfer pricing (which is part of the BEFIT package) aiming at incorporating the arm's length principle into European Union law, harmonizing the key transfer pricing rules, clarifying the role and status of the OECD Transfer Pricing Guidelines and creating the possibility to establish, within the European Union common binding rules on specific transfer pricing subjects. Should this Directive be adopted, Member States would have to apply these provisions as from January 1, 2026.

On October 8, 2021, it was announced that 136 countries agreed to an outline for new tax rules (the "**Two-Pillar Solution**") comprised of Pillar One and Pillar Two that would provide for, with respect to the largest multinational enterprises ("**MNE**"), (i) a re-allocation of taxing rights among countries ("**Pillar One**") and (ii) a global minimum tax rate of 15% (the "**GloBE Rules**") ("**Pillar Two**"). On December 20, 2021, the OECD published the pillar two model rules (the "**Model Rules**") for the domestic implementation of the 15% global minimum tax rate agreed upon in October 2021. The new Model Rules aim to assist countries to bring the GloBE Rules into domestic legislation. They provide for a coordinated system of interlocking rules that (i) define the MNEs within the scope of the minimum tax, (ii) set out a mechanism for calculating an MNE's effective tax rate on a jurisdictional basis, and for determining the amount of top-up tax payable under the rules, and (iii) determine the member of the MNE group which will be required to pay the top-up tax.

On December 22, 2021, the European Commission published a legislative proposal for a directive setting forth rules to ensure a global minimum level of taxation for multinational groups. The draft directive aims at consistently implementing among all 27 Member States the Model Rules that include an Income Inclusion rule ("**IIR**") and an Under Taxed Payment Rule ("**UTPR**"). However, it also extends its scope to large-scale purely domestic groups, in order to ensure compliance with the European Union fundamental freedoms. In addition, the draft directive makes use of an option contemplated by the Inclusive Framework whereby the Member State of a low-taxed income entity (referred as constituent entity) applying the IIR is required to ensure effective taxation at the minimum agreed level not only for foreign subsidiaries but also for all constituent entities residents in that Member State.

On December 15, 2022, the Council of the European Union unanimously adopted the directive implementing Pillar Two. The Member States had to transpose the directive into their national laws by December 31, 2023 for the rules to be applicable for fiscal years starting on or after December 31, 2023 (with the exception of the UTPR, which is to be applicable for fiscal years starting on or after December 31, 2024). The French finance law for 2024 (Law 2023-1322 of December 29, 2023) transposed the Pillar Two directive under Articles 223 WJ *et seq.* of the French Tax Code, thus introducing a minimum tax of 15% on the profits of MNEs that operate in France and have a consolidated revenue of at least €750m generated during at least two of the last four fiscal years.

On October 11, 2023, the OECD/G20 Inclusive Framework published the text of the Multilateral Convention to Implement Amount A of Pillar One (the "**MLC**"). Amount A of Pillar One co-ordinates a reallocation of taxing rights to market jurisdictions with respect to a share of the profits of the largest and most profitable multinational enterprises operating in their markets, regardless of their physical presence. It also ensures the repeal and prevents the proliferation of digital services taxes and relevant similar measures, secures mechanisms to avoid double taxation, and enhances stability and certainty in the international tax system.

On January 17, 2023, the European Parliament approved the directive proposal to neutralize the misuse of shell entities for improper tax purposes within the European Union (the "**ATAD III Proposal**"), which was released by the European Commission on December 22, 2021. In order to be definitively adopted, the text will need to be approved by the Council of the European Union and subsequently implemented by Member States. Even if the European Council has targeted an application of this directive as from January 1, 2024, the exact timing for the vote and the directive's implementation by Member States remains unclear at this stage.

Due to the international scope of the Group's business, the Group is subject to the tax laws and regulations of several jurisdictions, in particular with regard to transfer pricing rules that apply in certain jurisdictions. Pursuant to such rules, related enterprises must conduct inter-company transactions on an arm's-length basis and must provide sufficient documentation thereof, subject to the applicable rules of the relevant jurisdiction. Although the

Group has transfer pricing policies in place, tax authorities may challenge the Group's compliance with applicable transfer pricing rules.

French tax legislation may restrict the deductibility, for French tax purposes, of all or a portion of the interest on our debt incurred in France, thus reducing the cash available to service our debt.

The main limitations on deductibility of interest which could apply to us are outlined below. Such description is not exhaustive, holders of the Notes are advised to seek their own professional advice in relation to the risk factors relating to tax.
As a general rule, pursuant to Article 39-1-1° of the French Tax Code, expenses incurred by a French company are deductible provided, among other conditions, that (i) they are incurred in its direct corporate interest and (ii) they correspond to actual and justified expenses. In this respect, French case law has developed the concept of "abnormal act of management" according to which the expenses incurred by a French company, in relation with transactions that are not aligned with its direct corporate interest, are not tax deductible.

Under Article 39-1-3° of the French Tax Code, interest paid by an entity to its direct shareholders who are not related parties within the meaning of Article 39.12 of the French Tax Code are tax deductible only up to the amount of interest computed on the basis of the rate referred to in Article 39-1-3° of the French Tax Code (i.e., the annual average of the average effective floating rates on bank loans to companies with an initial maturity exceeding two years). Under Article 212 I-(a) of the French Tax Code, interest incurred on loans granted by related parties within the meaning of Article 39.12 of the French Tax Code is deductible up to the amount of interest computed on the basis of the rate referred to in Article 39-1-3° of the French Tax Code or, if higher, up to the amount of interest computed on the basis of the rate that the borrowing entity could have obtained from independent financial credit institutions in similar circumstances.

Pursuant to Article 39.12 of the French Tax Code, two entities are regarded as related if (i) one of the entities holds directly or indirectly the majority of the other entity's share capital or actually exercises the power of decision in that entity or (ii) both entities are controlled by a same third-party enterprise under the conditions defined in (i) above.

In both cases (i.e., non-deductibility under Articles 39-1-3° and 212 I-(a) of the French Tax Code), non-deductible interest might be re-characterized as deemed dividends pursuant to Articles 109 *et seq.* of the French Tax Code, and may thus be subject to the withholding tax set out under Article 119 *bis* 2 of the French Tax Code, at the rate of (i) generally 25% for payments benefiting to legal persons or (ii) 75% for payments made in non-cooperative jurisdictions (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French Tax Code (a "**Non-Cooperative State**") other than those mentioned in 2° of 2 bis of the same Article 238-0 A (subject in each case to the more favorable provisions of any applicable double tax treaty).

Moreover, pursuant to Article 212 bis of the French Tax Code, the deductibility of net financial expenses incurred by an entity in respect of a given fiscal year is limited to the higher of (i) €3 million and (ii) 30% of its adjusted EBITDA in the same fiscal year (corresponding to its taxable income before offset of carry forward tax losses and without taking into consideration net financial expenses and, to some extent, depreciation, provisions and capital gains/losses) generated by such entity (the "**30% Limitation**"). Such limitation applies to both related-party and third-party financings regardless of the purpose of these financings, subject to certain limited exceptions.

French thin-capitalization rules apply in respect of loans granted by related parties. Where the amount of the related party debt of a company exceeds a ratio equal to 1.5 time the company's equity net, the deduction of net financial expenses borne by such entity is deductible for a portion of their amount up to the higher of (i) 30% of its adjusted EBITDA or (ii) €3 million, multiplied by a ratio equal to (A) the average amount of sums borrowed from or made available by non-related parties (directly or indirectly) within the meaning of Article 39.12 of the French Tax Code increased by 1.5 time the company's net equity (assessed either at the beginning or at the closing date of the fiscal year) by (B) the average amount of all sums borrowed by or made available to the company during said year. The balance of net financial expenses is deductible for a portion of their amount up to the higher of (i) 10% of its adjusted EBITDA or (ii) €1 million multiplied by a ratio equal to (A) the average amount of sums borrowed from or made available by related parties (directly or indirectly) within the meaning of Article 39.12 of the French Tax Code exceeding 1.5 time the company's net equity (assessed either at the beginning or on the closing date of the fiscal year) by (B) the average amount of all sums borrowed by or made available to the company during said fiscal year. However, the interest deductibility limitation provided for by these amended thin-capitalization rules does not apply if the borrowing company demonstrates that the overall debt-to-equity ratio of the group, as determined under accounting consolidation rules, to which it belongs is higher than or equal to its own debt-to-equity ratio (i.e., the "**Indebtedness Safe Harbor**").

These thin-capitalization rules could apply at the level of the Issuer's tax consolidated group (in respect of any loans contracted by the Issuer (or any company belonging to the same French tax consolidated group) from any related party) (i.e., the "**Thin Capitalized Perimeter**") and at the level of the Issuer's French subsidiaries that do not belong to the same French tax consolidated group as the Issuer with respect to any amount of the proceeds of the Notes used by the Issuer to grant intragroup loans to such subsidiaries as well as, more generally, in respect of any loans contracted by the Issuer's French subsidiaries from any related party.

The 30% Limitation is increased by 75% of the portion of the net financial expenses which are non-deductible after application of the 30% Limitation in three circumstances: (i) autonomous companies (i.e., companies which are not members of a consolidated group, have no establishment outside France and no associated company (appreciated between entities holding a stake of at least 25%)), (ii) companies or tax consolidated groups belonging to a consolidated group which do not qualify as a Thin-Capitalized Perimeter and that are able to demonstrate that the ratio of their net equity over their total assets is equal to or higher than the same ratio computed at the level of the accounting consolidated group to which they belong (i.e., the "**Financial Autonomy Safe Harbor**"), and (iii) companies or tax consolidated groups belonging to a consolidated group which qualify as a Thin-Capitalized Perimeter but benefit from both the Indebtedness Safe Harbor and the Financial Autonomy Safe Harbor.

Financial expenses that are disallowed pursuant to the 30% Limitation can be carried forward indefinitely and deducted in the future under the same conditions. On the other hand, the portion of financial expenses which tax deduction is disallowed as a result of the application of the €1 million threshold or 10% limitation is only eligible for carry-forward for one-third of its amount. The unused interest deduction capacity of a current fiscal year may also be used over the five following fiscal years, but only against financial expenses incurred in respect of those fiscal years, it being noted that this measure is not available to thinly capitalized entities.

Pursuant to Article 223 B *bis* of the French Tax Code, specific rules apply to companies that belong to French tax consolidated groups, i.e., mainly (i) the 30% Limitation is computed on the basis of the consolidated adjusted EBITDA generated by such companies and (ii) the 1.5 debt-to-own funds ratio is analyzed (x) on a consolidated basis pursuant to French accounting rules applying for purposes of establishing consolidated financial statements and (y) in respect of loans granted by related parties within the meaning of Article 39.12 of the French Tax Code which do not belong to the same tax consolidated group.

Pursuant to the Bulletin Officiel des Finances Publiques-Impôts BOI-IS-BASE-35-40-10-20, § 20, dated May 13, 2020 and BOI-IS-BASE-35-40-20, § 240, dated May 13, 2020, the portion of interest that is not deductible by virtue of (i) Article 212 *bis*, I of the French Tax Code under the 30% Limitation and/or (ii) Article 212 *bis*, VII of the French Tax Code under the thin-capitalization rules is not to be recharacterized as a "deemed distribution" pursuant to Articles 109 *et seq.* of the French Tax Code and, therefore, is not subject to the withholding tax set out under Article 119 *bis* 2 of the French Tax Code.

Finally, the French Finance Law for 2020 included specific provisions which implement into French tax legislation the provisions of the ATAD II in relation to hybrid mismatches with third countries, which are applicable as from January 1, 2020, except for certain of its provisions which became applicable as from January 1, 2022. These provisions have been codified under Article 205 B *et seq.* of the French Tax Code.

Articles 205 B et seq. of the French Tax Code implementing the ATAD II provide limitations on interest deductions in the event of (i) a deduction of a payment at the level of a paying entity without a corresponding inclusion of such payment in the taxable income of the receiving entity (referred to as a "deduction without inclusion") or (ii) a deduction of the same payment, operational expenses or losses in the taxable income of both the paying and receiving entity (referred to as a "double deduction"). Payments made to tax-exempt or low-taxed beneficiaries are not within the scope of these rules as such rules only target differences in the qualification or attribution of the right to tax an item of income. These limitations only apply to payments taking place between "associated enterprises," except for the so-called "structured arrangements" (i.e., an arrangement pricing the relevant mismatch or an arrangement designed to produce the mismatch, subject to certain conditions). If the hybrid mismatch results in a deduction without inclusion, the deduction from taxable income will generally be denied to the French paying entity. Alternatively, the payment to a French receiving entity will be included in its taxable income if the deduction is not denied in the jurisdiction of the paying entity. If the hybrid mismatch results in a double deduction, the deduction will either be denied at the level of the receiving entity or at the level of the paying entity.

In respect of fiscal years opened as from January 1, 2022, these provisions also cover reverse hybrid entities, referring to situations where (i) an entity is deemed to be tax transparent by the Member State in which it is incorporated or established and (ii) the jurisdiction or jurisdictions in which its "associated enterprises" (i.e., entities holding, directly or indirectly, in aggregate, an interest in 50% or more of its voting rights, capital interests or rights to share profit) are established, qualify the entity as non-transparent. Where such a hybrid entity is incorporated or established in France, its income is, as the case may be, either subject to French corporate income tax at its own level or taxable pursuant to Article 8 of the French Tax Code at the level of its partners or shareholders, to the extent that it is not taxed in another State.

The above-mentioned tax rules may limit our ability to deduct interest accrued on our indebtedness incurred in France and, as a consequence, may thus increase our tax burden, which could adversely affect our business, financial condition and results of operations, and reduce the cash flow available to service our indebtedness.

The adoption by the Council of the European Union of an EU list of non-cooperative jurisdictions for tax purposes and the use of this list in the jurisdictions where we operate may impact our financial results.

On December 5, 2017, the Council of the European Union adopted its conclusions on the EU list of non-cooperative jurisdictions for tax purposes (the "**Council Conclusions**") which is composed of two sub-lists (so-called, respectively, the "**Black List**" and the "**Grey List**", together referred to hereinafter as the "**EU List**"). The EU List was established to improve tax good governance globally and to ensure that the EU's international partners respect the same standards as EU Member States do. The Black List, which shall be updated at least once a year is currently (according to the list as adopted by the Council of the European Union on October 8, 2024) composed of eleven jurisdictions (American Samoa, Anguilla, Fiji, Guam, Palau, Panama, Russia, Samoa, Trinidad and Tobago, the United States Virgin Islands, and Vanuatu). The Grey List screens jurisdictions that committed to introduce changes in their tax legislation in order to comply with the European Union screening criteria.

Though there is no applicable sanction yet, European Union Member States are encouraged by the Council Conclusions to agree on coordinated sanctions to apply at national level against these listed jurisdictions, such as increased monitoring and audits, withholding taxes, special documentation requirements and anti-abuse provisions. A French law that aims at fighting tax fraud was published on October 24, 2018 (Law 2018-898 of October 23, 2018) and expands under certain conditions the French tax regime regarding the Non-Cooperative States defined under Article 238-0 A of the French Tax Code to certain States and jurisdictions included into the Black List. As a result, interest paid or accrued to persons domiciled or established in certain States and jurisdictions included into the Black List or paid on an account opened in a financial institution located in such States and jurisdictions may be subject to withholding tax in France and not be deductible for purposes of the computation of the debtor's French corporate income tax. These provisions apply to such States and jurisdictions as from the first day of the third month following the publication of the order (*arrêté*) including such States and jurisdictions on the list of Non-Cooperative States. The most recent list published by the French government on February 16, 2024 includes American Samoa, Anguilla, Antigua and Barbuda, the Bahamas, Belize, Fiji, Guam, Palau, Panama, Russia, Samoa, Trinidad and Tobago, the United States Virgin Islands, Vanuatu, Turks and Caicos Islands, and Seychelles.

Risks Related to the Notes and the Guarantees

The claims of the holders of the Notes will be effectively subordinated to the rights of our future secured creditors to the extent of the value of the assets securing such indebtedness.

The Notes will not be secured by any assets of the Group. The Indenture will provide for a negative pledge but will allow us and our restricted subsidiaries, subject to specified limitations, to incur secured indebtedness that will be effectively senior to the Notes to the extent of the value of the assets that secure that indebtedness. In the event of any distribution or payment of our assets in any foreclosure, dissolution, winding-up, liquidation, administration, reorganization, or other insolvency or bankruptcy proceeding, the proceeds from the sale of assets securing any secured indebtedness will be available to pay obligations on the Notes only after all such secured indebtedness (including claims preferred by operation of law) has been paid in full. As a result, holders of Notes may receive less, ratably, than holders of secured indebtedness. As of the date of this Offering Memorandum, we have no secured indebtedness outstanding other than our receivables securitization program. See "*Description of Certain Financing Arrangements—Securitization Program*."

In addition, the Indenture will permit Liens on property or assets to enable the Issuer or one of our restricted subsidiaries to create liens up to a certain amount, and subject to a number of exceptions.

The Notes will be structurally subordinated to the obligations of the Issuer's non-Guarantor subsidiaries.

The Notes will be guaranteed by the Guarantors as of the Issue Date and Post-Issue Date (as applicable). You will therefore not have any direct claim on the cash flows or assets of the Issuer's subsidiaries not guaranteeing the Notes and the Issuer's non-guarantor subsidiaries will have no obligation, contingent or otherwise, to pay amounts due under the Notes, or to make funds available to the Issuer for those payments. Generally, claims of creditors, including lenders and trade creditors, and claims of preference shareholders (if any), will have priority with respect to the assets and earnings over the claims of a company's ordinary shareholders, including the claims of its parent entity. Accordingly, claims of creditors and preference shareholders of the Issuer's subsidiaries will also generally have priority over the claims of creditors of its parent entity. In the event of any foreclosure, dissolution, winding-up, liquidation, reorganization, administration or other bankruptcy or insolvency proceedings of any of the Issuer's non-guarantor subsidiaries, holders of their debt and their trade creditors will generally be entitled to payment of their claims from the assets of those subsidiaries before any assets are made available for distribution to the Issuer. As such, the Notes will be structurally subordinated to the claims of creditors (including lenders and trade creditors) and preference shareholders (if any) of the Issuer's non-guarantor subsidiaries. While the Issuer's non-guarantor subsidiaries will be required, if they guarantee certain types of debt, also to guarantee the Notes, such non-guarantor subsidiaries will also be permitted under the Indenture to incur or guarantee some debt without providing such guarantees, and any such future debt will also be structurally senior to the Notes.

As of September 30, 2024, the Issuer's subsidiaries other than the Guarantors would not have had any indebtedness outstanding other than certain finance leases at certain French non-Guarantor subsidiaries.

The Issuer and the Issue Date Guarantor are holding companies dependent upon cash flows from the operating companies of our Group to meet our obligations on the Notes or the relevant Guarantee.

The Issuer and the Issue Date Guarantor are holding companies that conduct no business operations of their own and have no significant assets other than the equity interests and/or the intercompany receivables they hold in each of their subsidiaries. The Issuer and the Issue Date Guarantor are dependent upon the cash flow from their operating subsidiaries available to them, by dividend, interest payments on intercompany loans or other distributions to meet their obligations, including under the Notes or the relevant Guarantee. The amounts of such payments, dividends and other distributions available to the Issuer and such Issue Date Guarantor will depend on the profitability and cash flows of their respective subsidiaries as well as the ability of those subsidiaries to declare dividends under applicable law. The subsidiaries of the Issuer and the Issue Date Guarantor, however, may not be able to, or may not be permitted under applicable law to, make distributions, make interest payments on, or otherwise advance upstream loans to the Issuer or the Issue Date Guarantor to make payments in respect of their debt, including the Notes and such Guarantee. While the Indenture limits the ability of our subsidiaries to incur contractual restrictions on their ability to pay dividends or make other intercompany payments to us, these limitations are subject to certain significant qualifications and exceptions. We cannot assure you that arrangements with our subsidiaries, the funding permitted by the agreements governing existing and future indebtedness of our subsidiaries and our results of operations and cash flow generally will provide us and the Issue Date Guarantor with sufficient dividends, distributions or loans to fund payments on the Notes or such Guarantee. In the event that we do not receive distributions or other payments from our subsidiaries, we may be unable to make required principal and interest payments on the Notes.

The Guarantees may be limited by applicable laws or subject to certain limitations or defenses that may adversely affect their validity and enforceability.

The Guarantees may be limited by applicable laws or subject to certain limitations or defenses that may adversely affect their validity and enforceability.

The obligations of the Guarantors and the enforcement of each of their Guarantees will be limited to the maximum amount that can be guaranteed by such entities under applicable law, including a limitation to the extent that the grant of such guarantee is not in the entity's corporate interests, or otherwise would result in violations of laws related to corporate benefit, capitalization, capital preservation, financial assistance or transactions under value.

Accordingly, enforcement of a Guarantee against the relevant grantor would be subject to certain defenses available to guarantors generally or, in some cases, to limitations contained in the terms of the Guarantees designed to ensure compliance with statutory requirements applicable to the relevant Guarantors. These laws and defenses include those that relate to fraudulent conveyances or transfers, insolvency, voidable preferences, financial assistance, corporate purpose or benefit, preservation of share capital, thin capitalization and defenses affecting the rights of creditors generally. As a result, a Guarantor's liability under its Guarantee could be materially reduced or eliminated, depending on the law applicable to it.

It is possible that a Guarantor, or a creditor thereof, or the bankruptcy trustee in the case of a bankruptcy of such entity, may contest the validity and enforceability of a Guarantee on any of the aforementioned grounds and that the applicable court may determine that a Guarantee should be limited or voided. To the extent such limitations on guarantees apply, the Notes would be effectively subordinated to all liabilities of the applicable Guarantor, including trade payables of such entity to the extent of such limitations. Future guarantees may be subject to similar limitations.

France. French law requires that, when a French company grants a guarantee of third-party obligations, the guarantee must be in the corporate purpose and corporate interest of the guarantor company. The existence of a real and adequate benefit to the guarantor is a matter of fact as to which French case law provides no clear guidance. The liabilities of a French company under a guarantee must also not be in breach of French financial assistance rules. The liabilities and obligations of Guarantors organized under the laws of France under the applicable Guarantee are therefore subject to (i) certain exceptions, including the exclusion of any obligations which, if incurred, would constitute the provision of financial assistance within the meaning of Article L.225-216 of the French *Code de Commerce,* which prohibits a company from guaranteeing indebtedness of another company that is used, directly or indirectly, for the purpose of the acquisition or the subscription of its own shares and/or a misuse of corporate assets or of credit within the meaning of Articles L.241-3, L. 242-6 or L. 244-1 of the French *Code de Commerce*; and (ii) a financial limitation corresponding to an amount equal to the proceeds from the issue of the Notes which the Issuer has applied for the direct or indirect benefit of the relevant Guarantor and/or to the controlled subsidiaries of that Guarantor (within the meaning of article L.233-3 of the French *Code de Commerce*) through intercompany loans and cash pooling arrangements (if any) that are outstanding and owed by such Guarantor (or any of its controlled subsidiaries) on the date a payment is requested to be made by the Guarantor. By virtue of this limitation, a Guarantor's obligations under its Guarantee could be significantly less than amounts payable with respect to the Notes.

Spain. Unlike other jurisdictions, there is no concept of "corporate benefit" expressly regulated under the (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*) (as amended or restated from time to time, the "Spanish Companies Act") or any other piece of legislation. However, Spanish lower courts, particularly Spanish commercial courts (*Juzgados de lo Mercantil*) ruling on insolvency matters, are declaring null or rescinding upstream guarantees by applying the rebuttable presumption of actions detrimental to the estate of an affiliate granting guarantees or security interests in favor of the liabilities incurred by a parent company and/or other companies of its group for the purposes of Article 226 of the restated text of the Spanish Insolvency Act, approved by Royal Legislative Decree 1/2020, of May 5 (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*) (as amended from time to time, the "Spanish Insolvency Act") (i.e. rescission or claw-back of these actions during the 2-year hardening period), when the obligations guaranteed or secured do not provide for a direct benefit to the Spanish company granting such guarantee or security interest. Certain decisions by the Spanish Supreme Court (*Tribunal Supremo*) are ruling in favor of the validity and enforceability of such guarantees and security interests to the extent proof can be given that amounts can be borrowed directly by the company granting the guarantee or security interest or indirectly on-lent or otherwise made available to such company under a intercompany loan agreement, equity contribution or similar arrangement, also taking into account any indirect benefits deriving from the enhancement of the financial position of the group of companies to which such company belongs and the granting of parent guarantees, indemnities and comfort letters for which the relevant company obtains most favorable economic and financial conditions under its contractual relationships with suppliers and other counterparties, in accordance with Spanish case law existing as for the construction of the concept of "compensatory advantage" (*ventaja compensatoria*). However, it cannot be conclusively ensured that further proof of the actual existence of benefits and compensatory advantages would need to be delivered to court, to the insolvency administrator and/or the insolvency court in the event of an insolvency scenario where the claims of the holders of the Notes, particularly as "special privilege claims" may be challenged if the insolvency trustee or other creditors may allege that such corporate benefit did not exist.

For a more detailed description of various limitations on the guarantees under French, Italian, Spanish and English law and certain French, Italian, Spanish and English insolvency law considerations, see "*Limitations on Validity and Enforceability of the Guarantees and Certain Insolvency Law Considerations*."

Enforcement of the Notes and the Guarantees across multiple jurisdictions may be difficult.

The Issuer is organized under the laws of France and the Guarantors are incorporated or organized (as applicable) under the laws of France, Spain and England. In the event of bankruptcy, insolvency or a similar event, proceedings could be initiated in any of these jurisdictions and in the jurisdiction of incorporation or organization of a future Guarantor. Your rights under the Notes and the Guarantees will thus be subject to the laws of a number of jurisdictions, and it may be difficult to effectively enforce such rights in multiple bankruptcy, insolvency and other similar proceedings. Moreover, such multijurisdictional proceedings are typically complex and costly for creditors and often result in substantial uncertainty and delay in the enforcement of creditors' rights.

The bankruptcy, insolvency, administration and other laws of the France and the jurisdiction of organization or incorporation of each of the Guarantors may be materially different from, or conflict with, each other and with the laws of the United States, including in the areas of creditors' rights, priority of creditors, the ability to obtain post-petition interest and the duration of the insolvency proceeding. The application of these various laws in multiple jurisdictions could trigger disputes over which jurisdictions' law should apply and could adversely affect your ability to realize any recovery under the Notes and the Guarantees. See "*Limitations on Validity and Enforceability of the Guarantees and Certain Insolvency Law Considerations*."

There are circumstances other than repayment or discharge of the Notes under which the Guarantees will be released without your consent or the consent of the Trustee.

The Indenture will, subject to specified limitations, permit our non-Guarantor subsidiaries to incur additional indebtedness and will not contain any limitation on the amount of other liabilities, such as trade payables, which they may incur. In addition, under certain circumstances, the Guarantee of a Guarantor may be released automatically (see "*Description of the Notes—Limitations on Guarantees of Debt*"), including, without limitation:

- upon the sale or disposition (including through merger, consolidation, amalgamation or other combination) or conveyance, transfer or lease of the Capital Stock (as that term is defined "*Description of the Notes*"), or all or substantially all of the assets, of that Guarantor to a person that is not (either before or after giving effect to the transaction) the Issuer or a Restricted Subsidiary (as that term is defined "*Description of the Notes*"), if the sale or other disposition does not violate the Indenture;

- in connection with any sale or other disposition of the Capital Stock of that Guarantor (or Capital Stock of any holding company of such Guarantor (other than the Issuer)) (whether by direct sale or through a holding company) to a person that is not (either before or after giving effect to such transaction) the Issuer or a Restricted Subsidiary, if the sale or other disposition does not violate the Indenture and as a result of such disposition such Guarantor no longer qualifies as a Subsidiary of the Issuer;

- upon a defeasance or satisfaction and discharge of the Indenture;

- upon the designation by the Issuer of the Guarantor (or a holding company thereof) as an Unrestricted Subsidiary (as that term is defined "*Description of the Notes*") in compliance with the terms of the Indenture;

- upon the liquidation or dissolution of the Guarantor; *provided* that no default or event of default has occurred and is continuing;

- upon repayment in full of the Notes;

- the implementation of a Permitted Reorganization (as that term is defined "*Description of the Notes*");

- in the case of any Restricted Subsidiary that after the Issue Date is required to guarantee the Notes pursuant to the covenant described under "*Description of the Notes—Limitations on Guarantees of Debt*," the release or discharge of the guarantee by such Restricted Subsidiary which resulted in the obligation to guarantee the Notes;

- as described under "*Description of the Notes—Amendments and Waivers*"; or

- as a result of a transaction permitted by "*Description of the Notes—Certain Covenants—Merger and Consolidation*."

We may be unable to raise funds necessary to finance repurchase offers as required upon a Change of Control.

If the Group experiences a Change of Control (as defined under "*Description of Notes—Change of Control*"), it will be required to make an offer to purchase all of the outstanding Notes at a price equal to 101% of the outstanding principal amount thereof plus accrued and unpaid interest, if any, to the date of purchase. The occurrence of specified events that would constitute a change of control would also require early repayment of any drawings under the New Revolving Credit Facility. In addition, a failure by the Issuer to purchase the Notes after a change of control in accordance with the terms of the Indenture would result in a default under the New Revolving Credit Facility and may cause such a default under the Group's other indebtedness.

If a Change of Control were to occur, the Issuer cannot assure you that the restrictions in the Senior Facilities Agreement or other contractual obligations would allow it to make such required repurchases. If an event constituting a Change of Control occurs at a time when the Issuer is prohibited from repurchasing Notes, the Issuer will need to seek the consent of the lenders under such indebtedness to purchase the Notes, or to attempt to repay or offer to repay the borrowings that contain such prohibition. If the Issuer does not obtain such a consent or repay such borrowings, the Issuer will remain prohibited from repurchasing any tendered Notes, which will be an event of default under the Notes. In addition, the Issuer may not have the resources to finance the redemption of the Notes and an early repayment of the New Revolving Credit Facility required by a Change of Control, and currently the Issuer expects that it would require third party financing to make an offer to repurchase the Notes upon a Change of Control. The Issuer cannot give any assurances that it would be able to obtain such financing.

The change of control provision in the Indenture may not necessarily afford investors protection in the event of certain important corporate events, including a reorganization, restructuring, merger or other similar transaction involving the Group that may adversely affect holders of Notes, because such corporate events may not involve a shift in voting power or beneficial ownership or, even if they do, may not constitute a "change of control" as defined in the Indenture governing the Notes. See "*Description of the Notes—Certain Covenants—Change of Control*."

Local insolvency laws may not be as favorable to you as the laws of another jurisdiction with which you are familiar.

The Issuer is organized under the laws of France and the Guarantors are organized under the laws of France, Spain and England. The bankruptcy, insolvency, administrative and other laws of France, Spain and England may not be as favorable to your interests as the laws of the United States or other jurisdictions with which you are familiar. The application of these laws could call into question whether any particular jurisdiction's laws should apply, adversely affect your ability to enforce your rights against the Guarantors and limit any amounts that you may receive. In addition, in the event that any non-U.S. guarantor becomes insolvent, liquidates, reorganizes, dissolves or otherwise winds up, the assets of such Guarantors may be subject to local insolvency laws which may be materially different from, or in conflict with, U.S. bankruptcy laws. For an overview of certain insolvency laws and enforceability issues as they relate to the Issuer and the Guarantors, see "*Limitations on Validity and Enforceability of the Guarantees and Certain Insolvency Law Considerations*."

Limitations on the guarantees, including fraudulent conveyance and similar laws may adversely affect the validity and enforceability of the Guarantees.

Although laws differ among various jurisdictions, in general, under fraudulent conveyance laws, equitable principles, insolvency laws and limitations on the enforceability of judgments obtained in courts in such jurisdictions could limit the enforceability of the Guarantees, and a court could void or subordinate the claims under the Guarantees to other claims against any Guarantor if it was determined that any Guarantor, inter alia:

- granted the Guarantees with actual intent to hinder, delay or defraud creditors or shareholders;
- received less than reasonably equivalent value or fair consideration for granting the Guarantees, and, at the time thereof was insolvent or rendered insolvent by reason of granting the Guarantees;
- was engaged or about to engage in a business or a transaction for which remaining assets available to carry on business constituted unreasonably small capital;
- intended to incur, or believed that the issuer would incur, debts beyond the ability to pay the debts as they mature; or

- was a defendant in an action for money damages, or had a judgment for money damages rendered against it if, in either case, after final judgment, the judgment is unsatisfied.

The measures of insolvency for the purposes of fraudulent transfer laws vary depending upon the law applied in any proceedings to determine whether a fraudulent transfer has occurred. Generally, however, an entity would be considered insolvent if, at the time it incurred the debt:

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of its assets;

- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or

- it cannot pay its debts as they become due.

We cannot be sure as to what standard a court would apply in making a solvency determination or that a court would conclude that any Guarantor was solvent after the granting of Guarantees. Regardless of the standard that the court uses, we cannot be sure that the granting of the Guarantees would not be voided or subordinated to our other debt. See "*Limitations on Validity and Enforceability of the Guarantees and Certain Insolvency Law Considerations*" for further information.

The discussion of fraudulent transfer, conveyance and insolvency law is only a brief overview and describes certain generally applicable terms and principles, which are defined under and subject to the relevant jurisdiction's fraudulent transfer and insolvency statutes. Prospective investors in the Notes should consult their own legal advisors with respect to such limitations and considerations.

You may face currency exchange risks by investing in the Notes.

The Notes are denominated and payable in euros. If you measure your investment returns by reference to a currency other than euros, investment in such Notes entails foreign currency exchange-related risks due to, among other factors, possible significant changes in the value of the euro, relative to the currency you use to measure your investment returns, caused by economic, political and other factors which affect exchange rates and over which we have no control. Depreciation of the euro, against the currency in which you measure your investment returns would cause a decrease in the effective yield of the Notes below their stated coupon rates and could result in a loss to you when the return on the Notes is translated into the currency in which you measure your investment returns. There may be tax consequences for you as a result of any foreign currency exchange gains or losses resulting from your investment in the Notes. You should consult your tax advisor concerning the tax consequences to you of acquiring, holding and disposing of the Notes.

Potential purchasers and sellers of the Notes may be subject to the payment of certain other taxes.

Potential purchasers and sellers of the Notes should be aware that they may be required to pay other taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for financial instruments such as the Notes. Potential investors are advised not to rely upon the tax summary contained in this offering memorandum but to consult their own tax advisor as to their individual taxation with respect to the acquisition, holding and disposition of the Notes. Only these advisors are in a position to duly consider the specific situation of the potential investor. The investment consideration in the Notes has to be read in connection with the taxation section of this Offering Memorandum.

There currently exists no market for the Notes, and we cannot assure you that such an active trading market for the Notes will develop.

The Notes will be new securities for which there currently is no market. Application has been made to list the Notes on the Official List of the Luxembourg Stock Exchange and to admit such Notes for trading on the Euro MTF Market. However, there is a risk that no liquid secondary market for the Notes will develop or, if it does develop, that it will not continue. The fact that the Notes may be listed does not necessarily lead to greater liquidity as compared to unlisted Notes. In an illiquid market, an investor is subject to the risk that he will not be able to sell his Notes at any time at fair market prices or even at all.

The liquidity of any market for the Notes will depend on the number of holders of such Notes, prevailing interest rates, the market for similar securities and other factors, including general economic conditions and the Group's financial condition, results of operations and prospects, as well as recommendations of securities analysts. Historically, the market for non-investment grade securities has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the Notes. The liquidity of a trading market for the Notes may be adversely affected by a general decline in the market for similar securities and is subject to disruptions that may cause volatility in prices. It is possible that the markets for the Notes will be subject to disruptions. Any such disruption may have a negative effect on investors in the Notes, regardless of the Group's financial condition, results of operations and prospects.

The market value of the Notes could decrease if the creditworthiness of the Group worsens.

If, for example, because of the materialization of any of the risks regarding the Group, the likelihood that the Issuer will be in a position to fully perform all obligations under the Notes when they fall due decreases, the market value of the Notes will suffer. In addition, even if the likelihood that the Issuer will be in position to fully perform all obligations under the Notes when they fall due actually has not decreased, market participants could nevertheless have a different perception. In addition, the market participants' estimation of the creditworthiness of corporate debtors in general or debtors operating in the same business the Issuer could adversely change.

If any of these risks occurs, third parties would only be willing to purchase Notes for a lower price than before the materialization of these risks. Under these circumstances, the market value of the Notes will decrease.

There is no visibility on the trading price for the Notes.

The development of market prices of the Notes depends on various factors, such as changes in market interest rate levels, the policies of central banks, overall economic developments, inflation rates and the level of demand for the Notes and for high yield securities generally, as well as our financial condition, results of operations and prospects. The Notes may thus trade at prices that are lower than their initial purchase price. The holders are therefore exposed to the risk of an unfavorable development of market prices of their Notes which materialize if the holders sell the Notes prior to the final maturity.

Since the Notes have a fixed interest rate, their market price may drop as a result of increases in market interest rates.

The Notes bear a fixed interest rate. A holder of fixed rate notes is particularly exposed to the risk that the price of such notes falls as a result of changes in the market interest rate. While the nominal interest rate is fixed during the life of the Notes, the market interest rate typically changes on a daily basis. As the market interest rate changes, the price of fixed rate notes also changes, but in the opposite direction. Thus, if the market interest rate increases, the price of fixed rate notes typically falls, until the yield of such notes is approximately equal to the market interest rate of comparable issues. If the market interest rate decreases, the price of fixed rate notes typically increases, until the yield of such notes is approximately equal to the market interest rate of comparable issues. If a holder of the Notes holds his Notes until maturity, changes in the market interest rate are without relevance to such holder as the Notes will be redeemed at their principal amount.

Definitive notes, if any, may not be delivered with respect to Notes that have a denomination that is not an integral multiple of €100,000.

The Notes will have denominations consisting of a minimum of €100,000 plus one or more higher integral multiples of €1,000, respectively. It is possible that the Notes may be traded in amounts that are not integral multiples of €100,000. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than €100,000, in his account with the relevant clearing system at the relevant time may not receive a definitive Note, in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to €100,000.

If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of €100,000, may be illiquid and difficult to trade.

The transfer of the Notes is restricted, which may adversely affect their liquidity and the price at which they may be sold.

The Notes have not been and will not be registered under the U.S. Securities Act or the securities laws of any jurisdiction. Accordingly, the Notes may not be offered or sold within the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and all other applicable laws. These restrictions may limit the ability of investors to resell the Notes. It is the obligation of investors in the Notes to ensure that all offers and sales of the Notes within the United States and other countries comply with applicable securities laws. We have not agreed to or otherwise undertaken to register the Notes under the U.S. Securities Act (including by way of an exchange offer), and we do not have any intention to do so. See "*Transfer Restrictions*."

Your rights as a noteholder will be limited so long as ownership in the Notes is evidenced by book-entry interests.

Owners of the book-entry interests will not be considered owners or holders of Notes unless and until definitive notes are issued in exchange for book-entry interests. Instead, Euroclear and Clearstream or their nominee in respect of the Notes will be the registered holder of Notes.

After payment to the registered holder, we will have no responsibility or liability for the payment of interest, principal or other amounts to the owners of book-entry interests. Accordingly, if you own a book-entry interest, you must rely on the procedures of Euroclear and Clearstream, and if you are not a participant in Euroclear and Clearstream, on the procedures of the participants through which you own your interest, to exercise any rights and obligations of a holder under the indenture governing the Notes. See "*Book-Entry, Delivery and Form*."

Owners of book-entry interests will not have the direct right to act upon our solicitations for consents or requests for waivers or other actions for holders of the Notes. Instead, you may be entitled to act only to the extent you have received appropriate proxies to do so from the Clearing System or, if applicable, from a participant. We cannot assure you that procedures implemented for the granting of such proxies will be sufficient to enable you to vote on any requested actions on a timely basis.

Credit ratings may not reflect all risks, are not recommendations to buy or hold securities and may be subject to revision, suspension or withdrawal at any time.

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to the structure, market, additional risk factors discussed herein and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal by the rating agency at any time. No assurance can be given that a credit rating will remain constant for any given period of time or that a credit rating will not be lowered or withdrawn entirely by the credit rating agency if, in its judgment, circumstances in the future so warrant. A suspension, reduction or withdrawal at any time of the credit rating assigned to the relevant Notes by one or more of the credit rating agencies may adversely affect the cost and terms and conditions of our financing and could adversely affect the value and trading of such Notes.

You may be unable to recover in civil proceedings for U.S. securities laws violations.

The Issuer and the Guarantors are organized under the laws of France, Spain and England. Most of the members of the Issuer's and the Guarantors' management are non-residents of the United States and substantially all their assets are located outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon the Issuer, the Guarantors or the members of their management, or to enforce against the Issuer, the Guarantors or their officers and directors judgments obtained in U.S. courts predicated upon civil liability provisions of the U.S. securities laws. See "*Service of Process and Enforcement of Judgments*."

Certain covenants may be suspended upon the occurrence of a change in our ratings.

The Indenture will provide that, if at any time following the date of the Indenture, the Notes receive two out of the three ratings: a rating of BBB- or better from S&P Global Ratings ("**S&P**"), a rating of Baa3 or better from Moody's Investors Service ("**Moody's**") and/or a rating of "BBB-" or higher from Fitch Ratings Inc. ("**Fitch**"), and no default or event of default has occurred and is continuing, then beginning that day and continuing until such time that the Notes receive such a rating, certain covenants will cease to be applicable to the Notes. See "*Description of the Notes—Certain Covenants—Suspension of Covenants on Achievement of Investment Grade Status*." If these covenants were to cease to be applicable, we would be able to incur additional indebtedness or make payments, including dividends or investments, which may conflict with the interests of holders of the Notes. There can be no assurance that the Notes will ever achieve an investment grade rating or that any such rating will be maintained.

The Notes may not become, or remain, listed on the Luxembourg Stock Exchange.

Although the Issuer has made an application for the Notes to be admitted to the Official List of the Luxembourg Stock Exchange and admitted to trading on its Euro MTF Market and to maintain such listing as long as the Notes are outstanding, the Issuer cannot assure you that the Notes will become or remain listed. If the Issuer cannot maintain the listing on the Official List of the Luxembourg Stock Exchange and the admission to trading on the Euro MTF Market or it determines that it will not maintain such listing, the Issuer may cease to make or maintain such listing on the Official List of the Luxembourg Stock Exchange, *provided* that it will use its commercially reasonable efforts to obtain and maintain the listing of the Notes on another recognized stock exchange, although there can be no assurance that the Issuer will be able to do so. Although no assurance is made as to the liquidity of the Notes as a result of listing on the Official List of the Luxembourg Stock Exchange or another recognized listing exchange for comparable issuers in accordance with the Indenture, failure to be approved for listing or the delisting of the Notes from the Official List of the Luxembourg Stock Exchange or another listing exchange in accordance with the Indenture may have a material adverse effect on a holder's ability to resell Notes in the secondary market.

Transactions in the Notes could be subject to the European financial transaction tax, if adopted.

On February 14, 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common Financial Transaction Tax (the "**FTT**") in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**Participating Member States**"). The Commission's Proposal has a very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

In a common declaration dated December 8, 2015, the Participating Member States, excluding Estonia which ultimately indicated its withdrawal from the enhanced cooperation in March 2016, confirmed their intention to make decisions regarding the outstanding issues related to the FTT before the end of June 2016.

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside the Participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a Participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a Participating Member State.

At the Economic and Financial Affairs Council ("**ECOFIN**") meeting of June 14, 2019, a state of play of the work on the FTT was presented on the basis of a note prepared by Germany on June 7, 2019 indicating a consensus among the Participating Member States (excluding Estonia) to continue negotiations on the basis of a joint French-German proposal based on the French financial transactions tax model which in principle would only concern shares of listed companies which head office is in a Member State of the European Union. However, such proposal is still subject to change until a final approval. In February 2021, the Portuguese Presidency of the Council proposed an inclusive discussion among all Member States on tax design issues of the FTT.

However, the Commission's Proposal remains subject to negotiation between the Participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

USE OF PROCEEDS

The aggregate principal amount of the Notes will be €500.0 million assuming the issuance of the Notes at par. The Issuer will use the gross proceeds from the Offering, together with cash on hand and amounts drawn under the New Revolving Credit Facility, to (i) fund the repurchase of the Existing Notes accepted for purchase in the Tender Offer, (ii) redeem the remaining Existing Notes in full at or prior to their maturity in accordance with the terms of the Existing Indenture, (iii) repay the drawing under the Existing Revolving Credit Facility and (iv) pay certain fees and expenses in relation to the Transactions, including underwriting commissions with respect to the Notes as well as fees for legal, accounting, ratings advisory and other professional services.

The following table sets forth the expected and approximate estimated sources and uses of funds in connection with the Transactions, assuming that the net proceeds of the Offering are used to repurchase in full all the outstanding Existing Notes in the Tender Offer. In the event that not all of the holders of the Existing Notes tender their Existing Notes for repurchase in the Tender Offer, the Issuer intends to redeem the remaining outstanding Existing Notes at or prior to their maturity in accordance with the terms of the Existing Indenture. Any proceeds from the Offering not immediately used in the Tender Offer will be placed into a treasury account on the balance sheet of the Issuer until used for the redemption of the Existing Notes as described above.

Actual amounts may vary from estimated amounts depending on several factors, including the Issue Date, as well as the differences between estimated and actual fees and expenses.

Sources of Funds	**Amount**	**Uses of Funds**	**Amount**
	(million €)		**(million €)**
Notes offered hereby[1]	500	Purchase or redemption in full of the Existing Notes[2]	550
Drawing under the New Revolving Credit Facility	152	Repayment of the Existing Revolving Credit Facility	180
Cash on balance sheet	91	Estimated fees and expenses[3]	13
Total Sources	**743**		**743**

(1) Represents the gross proceeds from the Offering, assuming the issuance of the Notes at par.

(2) Represents the principal amount of the Existing Notes that the Issuer intends to repurchase in the Tender Offer. In the event that not all of the holders of the Existing Notes tender their Existing Notes for repurchase in the Tender Offer, the Issuer intends to redeem the remaining outstanding Existing Notes at or prior to their maturity in accordance with the terms of the Existing Indenture.

(3) Represents the estimated fees and expenses associated with the Transactions, including accrued and unpaid interest since the last interest payment date on the Existing Notes being repurchased in the Tender Offer or subsequently redeemed. Certain Initial Purchasers or their affiliates are agents and/or lenders under certain of the Group's existing indebtedness under which the Issuer intends to repay with the net proceeds of the offering of the Notes, and such Initial Purchasers will have reduced exposure as a result. Actual costs, commissions, fees and expenses may vary and additional costs, commissions, fees and expenses may be payable after the Issue Date.

CAPITALIZATION

The following table sets forth the cash and the consolidated capitalization of the Issuer as of September 30, 2024 on an actual basis and as adjusted basis to give effect to the Transactions as if the Transactions had occurred on September 30, 2024.

The financial information in the actual column has been derived from our 2024 consolidated financial statements incorporated by reference into this Offering Memorandum.

The table below should be read in conjunction with "*Summary Historical Consolidated Financial Information and Other Data,*" "*Use of Proceeds,*" "*Summary—Recent Developments—The Transactions,*" "*Management's Discussion and Analysis of Financial Condition and Results of Operations*," "*Description of Certain Financing Arrangements*," "*Description of the Notes*," and our Consolidated Financial Statements incorporated by reference into this Offering Memorandum.

	September 30, 2024	
	Actual	**As Adjusted**(1)
	(million €)	
Cash and cash equivalents(2)	**142**	**40**
Existing Notes(3)	**550**	—
Existing Revolving Credit Facility(4)	**180**	—
Existing Term Loan(5)	**100**	—
Notes offered hereby(6)	—	**500**
New Revolving Credit Facility(8)	—	**152**
PGE	**169**	**169**
Securitization Program(9)	**190**	**152**
Lease liabilities	**194**	**194**
Other indebtedness(10)	**28**	**28**
Total debt	**1,411**	**1,196**
Total equity(11)	**776**	**776**
Total capitalization(12)	**2,187**	**1,972**

(1) Adjustments give effect to the Transactions, as described in "*Use of Proceeds*," as if they had occurred on September 30, 2024. See "*Summary—Recent Developments—The Transactions.*"

(2) The actual column represents the cash and cash equivalents as of September 30, 2024. The as adjusted column represents (i) the use of €11 million cash on hand in the context of the full repayment of the Existing Term Loan following the drawdowns of the off-balance-sheet securitization proceeds that have occurred since September 30, 2024 and (ii) the use of €91 million cash on hand in the context of the Transactions, as described under "*Use of Proceeds.*"

(3) The actual column represents the outstanding aggregate principal amount of the Existing Notes. The Issuer intends to repurchase the Existing Notes, prior to their maturity, in the Tender Offer at a price of 100%. In the event that not all of the holders of the Existing Notes tender their Existing Notes for repurchase in the Tender Offer, the Issuer intends to redeem the remaining outstanding Existing Notes at or prior to their maturity in accordance with the terms of the Existing Indenture, as further described in *"Summary—Recent Developments—The Transactions.*"

(4) The actual column represents the drawings under the Existing Revolving Credit Facility as of September 30, 2024. In connection with the Transactions, the Issuer intends to repay the drawings and cancel the Existing Revolving Credit Facility. See "*Summary—Recent Developments—The Transactions.*"

(5) The actual column represents the principal amount of the Existing Term Loan as of September 30, 2024. Since September 30, 2024, the Existing Term Loan was repaid on December 2024 with (i) the use of cash on hand for an amount of €11 million and (ii) the proceeds of the Securitization Program drawdown for an amount of €89 million (of which €127 million were drawn off balance sheet and €38 million on balance sheet) as described under the caption "*Summary—Recent Developments—Repayment of the Existing Term Loan.*"

(6) Represents the aggregate principal amount of the Notes offered hereby. This figure does not reflect estimated unamortized costs of the Offering.

(7) The actual column represents the principal amount of the PGE as of September 30, 2024. See "*Description of Certain Financing Arrangements—PGE*" for a description of our government-back loan that will remain outstanding following the Offering.

(8) The as adjusted column represents the amount the Issuer intends to draw on the Issue Date. See "*Description of Certain Financing Arrangements—New Senior Facilities Agreement*" for a description of our New Revolving Credit Facility provided for under the New Senior Facilities Agreement that will be incurred on or about the Issue Date.

(9) The as adjusted column includes the on balance sheet draw of €38 million under the Securitization Program. See "*Description of Certain Financing Arrangements—Securitization Programs*" for a description of our receivables financing and related committed purchase facility that will remain available following the Offering.

(10) Includes adjustments to measure financial liabilities at amortized cost.

(11) This figure does not reflect the effect on shareholders' equity of unamortized transactions costs extinguished in connection with the refinancing contemplated by the use of proceeds from the Offering.

(12) Total capitalization is defined as the sum of total debt and total equity.

SELECTED HISTORICAL FINANCIAL INFORMATION

Overview

The following tables present selected historical consolidated financial information and other data for the Issuer, as of and for each of the years ended September 30, 2024, 2023 and 2024. The selected historical financial information presented in the tables below has been derived from the Consolidated Financial Statements, which are incorporated by reference into this Offering Memorandum.

This section should be read in conjunction with the financial statement included in or incorporated by reference to this Offering Memorandum as well as the disclosures provided under "*Presentation of Financial and Other Information*" and "*Management's Discussion and Analysis of Financial Condition and Results of Operations*."

Consolidated Income Statement Data

	For the year ended September 30,		
	2022	2023	2024
Revenue	**4,451**	**5,223**	**6,053**
Purchase of raw materials and consumables	(1,444)	(1,656)	(1,740)
Personnel costs	(2,349)	(2,773)	(3,282)
Share-based compensation expense	(3)	(6)	–
Other operating expenses	(472)	(491)	(587)
Taxes other than on income	(78)	(92)	(111)
Depreciation, amortization and provisions for recurring operating items	(156)	(152)	(166)
Net amortization of intangible assets recognized on consolidation	(18)	(20)	(36)
Recurring operating profit/(loss) from continuing operations	**(69)**	**33**	**131**
Share of profit of equity-accounted investees	–	–	–
Recurring operating profit/(loss) including share of profit of equity-accounted investees	**(69)**	**33**	**131**
Non-recurring income and expenses, net	(309)	(81)	(31)
Operating profit/(loss) including share of profit of equity-accounted investees	**(378)**	**(48)**	**100**
Financial expenses	(59)	(88)	(122)
Financial income	33	10	17
Profit/(loss) from continuing operations before income tax	**(404)**	**(126)**	**(5)**
Income tax	(36)	29	(36)
Net profit/(loss) for the period from continued operations	(440)	(97)	(41)
Net profit/(loss) for the period from discontinued operations	–	–	–
Net profit for the period	**(440)**	**(97)**	**(41)**
Attributable to:			
Owners of the parent	(427)	(93)	(41)
Non-controlling interests	(13)	(4)	–

Consolidated Statement of Financial Position Data

	As of September 30,		
	2022	2023	2024
		(in € millions)	
Goodwill	1,577	1,680	1,676
Intangible assets	155	257	221
Property, plant and equipment	237	258	277
Right-of-use assets	193	216	187
Other non-current assets	–	–	–
Non-current financial assets	118	127	176
Equity-accounted investees	–	–	–
Fair value of derivative financial instruments	3	5	1
Deferred tax assets	69	84	77
Total non-current assets	**2,352**	**2,627**	**2,615**
Inventories	99	107	99
Trade and other receivables	707	975	858
Contract assets	–	–	–
Current income tax assets	6	12	15
Other current assets	57	67	79
Cash and cash equivalents	64	45	142
Assets classified as held for sale	14	–	–
Total current assets	**947**	**1,206**	**1,193**
Total assets	**3,299**	**3,833**	**3,808**
Share capital	2	3	3
Reserves and retained earnings	685	833	783
Translation reserve	49	11	(11)
Equity attributable to owners of the parent	**736**	**847**	**775**
Non-controlling interests	(5)	(1)	1
Total equity	**731**	**846**	**776**
Long-term debt	1,060	967	887
Long-term lease liabilities	145	155	129
Fair value of derivative financial instruments	2	–	8
Deferred tax liabilities	–	–	1
Provisions for pension and other post-employment benefit obligations	59	74	74
Other long-term provisions	30	28	29
Other non-current liabilities	5	6	5
Total non-current liabilities	**1,301**	**1,230**	**1,133**
Trade and other payables	575	646	658
Due to suppliers of non-current assets	11	14	13
Accrued taxes and payroll costs	470	639	663
Current income tax liabilities	1	8	14
Short-term debt	11	242	324
Short-term lease liabilities	54	67	65
Short-term provisions	52	56	57
Contract liabilities	49	53	58
Other current liabilities	28	32	47
Liabilities classified as held for sale	16	–	–
Total current liabilities	**1,267**	**1,757**	**1,899**
Total liabilities	**2,568**	**2,987**	**3,032**
Total equity and liabilities	**3,299**	**3,833**	**3,808**

Consolidated Cash Flow Data

	For the year ended September 30,		
	2022	2023	2024
		(in € millions)	
Net cash from/(used in) operating activities – continuing operations...........	(33)	23	299
Net cash from/(used in) investing activities – continuing operations...........	(63)	(60)	(125)
Net cash from/(used in) financing activities – continuing operations...........	83	(15)	(44)

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion of the Group's financial condition and results of operations should be read together with the English language translations of the Consolidated Financial Statements, which are incorporated by reference into this Offering Memorandum.

Some of the information contained in the following discussion, including information with respect to the Group's plans and strategies for its business and expected sources of financing, contains forward-looking statements that involve risk, uncertainties and assumptions. Actual results could differ materially from those that are discussed in these forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those discussed below and elsewhere in this Offering Memorandum. See "Forward-Looking Statements" and "Risk Factors."

Overview

We are a leading international player in the contract catering and services sector, serving approximately 3.2 million customers daily across approximately 20,200 restaurants and points of sale worldwide through our catering services. Additionally, we manage and oversee client sites on a global scale through our diverse service offerings. We have over 133,000 employees based in eleven countries in Europe and North America, and a small presence in Asia. Following the acquisition of DMS in 2023, we enhanced our strategic plan to integrate our two businesses, contract catering and multiservice, thereby strengthening our competitive position in France and expanding our international reach. Our mission is to be a responsible caterer and facility management provider aiming for sustainable growth. Based on revenue generated in the year ended September 30, 2024, we estimate that we are the largest pure player in contract catering & multiservices in France, with leading positions in contract catering in Europe, the United States, the United Kingdom. In the year ended September 30, 2024, we generated Adjusted EBITDA of €333 million and total consolidated revenue of €6,053 million, of which €4,381 million was generated from our contract catering business and €1,655 million from our multiservices business.

Our contract catering business operates mainly in France, Spain, Portugal, Italy, the United Kingdom, the United States and India and serves three key client markets through 175 central kitchens worldwide: corporate entities and government agencies (Business & Industry), educational establishments (Education), and health and welfare establishments (Health & Welfare).

In each contract catering market in which we operate, we endeavor to tailor our services to meet each client and guest profile:

- In the Business & Industry market, our business model has historically been focused on providing outsourced contract catering services at our customers' premises, where we prepare and serve meals at corporate sites (SMEs, blue chip), government offices, museums, stadiums and on board trains. In accordance with the size and requirements of our operations, we implement new operating models, including the utilization of central production units (central kitchens), a strategy that has primarily been employed within the education sector to date. Additionally, we integrate innovations and digital solutions to enhance the efficiency and effectiveness of meal delivery.

- In the Education market, we operate the largest kitchen infrastructure in Europe, which allows us to combine high productivity with a local presence. We regularly use local and certified organic food in our homemade recipes to promote healthy eating habits among our younger guests, providing catering and services for both public and private education from early childhood, day-care, school (elementary and higher), through to university.

- In the Health & Welfare market, we deliver catering and services to hospitals, clinics, retirement homes and day-care centers for individuals with disabilities, the elderly, and dependents, including home delivery services. Our catering solutions are meticulously tailored to address specific patients' pathologies, with adaptations in texture and personalized nutritional protocols to meet individual needs.

Our multiservices business focuses on providing comprehensive soft facility management solutions and serves three key end-markets, with operations in France, Spain, Portugal, Germany, the United States and China. We estimate that we are the fourth-leading cleaning services provider in France and the number one provider of outsourced cleaning and hospitality services for the French healthcare sector:

- In the Tertiary sector, we provide cleaning and energy management services, including air conditioning and electrical facility maintenance, to ensure the seamless operation of offices, retail spaces, and other commercial buildings.

- In the Interim and Human Resources sector, we deliver tailored solutions for industries such as banking and insurance, logistics and transport, retail, construction, and aeronautics, providing temporary staffing and workforce support to address fluctuating demands.

- Finally, we address the Industrial and Urban markets, where we provide specialized solutions for industrial sites, engineering projects, and urban area management, leveraging our expertise to meet diverse client requirements with flexibility and precision.

Significant Events

Year Ended September 30, 2024

Waiver granted by Elior Group's banks

On November 21, 2023, Elior Group's banks agreed to ease the leverage ratio test scheduled for March 31, 2024 for the Existing Senior Facility Agreement and the government-backed loan (by applying a ratio of 5.25x instead of 4.5x). Consequently, the applicable testing levels of the leverage ratio (net debt/ adjusted EBITDA) are as follows:

- March 31, 2024: 5.25x

- September 30, 2024 and thereafter: 4.5x

Acquisitions

In June 2024, via its subsidiary Elior Asia, the Group acquired 70% of DCK, a contract catering company based in Hong Kong. In July 2024, the Group's subsidiary Elior India Food Services acquired a number of contract catering activities.

Securitization agreement

Some of the Group’s entities sell their trade receivables under a securitization program, which was restructured and extended in September 2024.

Originally covering the receivables held by five French subsidiaries and four Spanish subsidiaries in the Contract Catering business as well as two French subsidiaries in the Multiservices business, the program now covers the receivables of five French subsidiaries, four Spanish subsidiaries, five UK subsidiaries and two Italian subsidiaries in the Contract Catering business and six French subsidiaries in the Multiservices business. The maximum amount of the program has been raised to €800 million (from €360 million before the September 2024 extension) and its maturity has been extended to September 2027. The “On” and “Off” sub-programs were kept in the September 2024 restructuring, which means that the receivables sold under the “Off” sub-program can be removed from the balance sheet, allowing the Group to diversify its overall debt. See “*Description of Certain Financing Agreement–Securitization Program*.”

Year Ended September 30, 2023

Waiver Granted by Elior Group’s Banks

On December 16, 2022, Elior Group’s banks agreed to ease the leverage ratio test scheduled for September 30, 2023, for the Existing Senior Facility Agreement and the PGE (by applying a ratio of 6.0x instead of 4.5x). Consequently, at September 30, 2023, the testing levels of the leverage ratio (net debt/adjusted EBITDA) were as follows:

- March 31, 2023: 7.5x

- September 30, 2023: 6.0x

- March 31, 2024, and thereafter: 4.5x

Acquisition of Derichebourg Multiservices

On December 19, 2022, our Board of Directors authorized the signature of a Memorandum of Understanding with Derichebourg ("**Derichebourg**"), pursuant to which we would acquire Derichebourg Multiservices ("**DMS**") in exchange for new Elior Group shares issued to Derichebourg at a price of €5.65 per share, giving DMS an enterprise value of €453 million. This transaction, aimed at accelerating our turnaround, was the result of a comprehensive review of strategic options launched by our Board of Directors in July 2022. The relevant employee representative bodies within the Group were informed and consulted about the transaction, which was subject to (i) approval by the regulatory authorities, (ii) the customary conditions precedent for this type of transaction, and (iii) Derichebourg obtaining an exemption from the AMF regarding the filing of a public tender offer.

This acquisition represents pro forma full-year revenue of €984 million and EBITA of €32 million for the year ended September 30, 2023. At the General Meeting held on April 18, 2023, our shareholders approved our acquisition of DMS by way of an extraordinary resolution. Derichebourg's stock-for-stock contribution of Derichebourg Multiservices Holding led to the issuance of 80,156,782 new Elior Group shares to Derichebourg, raising its interest in Elior Group from 24.32% to 48.31%.

Following the Derichebourg acquisition, our ownership structure was therefore as follows:

- Derichebourg: 48.3%
- BDL Capital Management: 5.5%
- Free float: 46.2%

At its meeting held at the close of the April 18, 2023, General Shareholders' Meeting, our Board of Directors appointed Daniel Derichebourg as Chairman and CEO of Elior Group, replacing Bernard Gault. The membership of our Board of Directors was subsequently reconfigured in order to create a new and balanced governance structure which now comprises 12 members, including five presented by Derichebourg, five independent members, and two employee representatives. The selection process for the Board of Directors' independent directors was carried out under the responsibility of the Nominations and Compensation Committee, of which more than half of the members are independent directors, including its Chair. The members presented by Derichebourg were not permitted to participate in the selection process. Daniel Derichebourg was appointed as Chairman and CEO of the Issuer for a period of four years and has resigned from all his operational positions at Derichebourg, in order to fully focus on the Issuer's development. Following the Derichebourg acquisition, our Rules of Procedure were amended to provide for a supermajority (requiring a majority of eight out of 12 directors and including the vote of at least two independent directors) for the Board of Directors' most strategic decisions. In addition, for the next four years, Derichebourg will not be able to cast more than 30% of the votes for resolutions at any General Shareholders' Meeting regarding (i) the election, re-election, and removal from office of independent members of the Board of Directors, and (ii) the amendment of the relevant provision of the Bylaws. See "*Management.*"

Addendum to the Existing Senior Facility Agreement

On April 6, 2023, an addendum to the Existing Senior Facility Agreement was signed. In addition to the temporary easing of the leverage ratio test for the Existing Senior Facility Agreement, from 4.5x to 6.0x in September 2023, this addendum provides for the lending margin to be indexed (upwards or downwards) to the achievement of four ESG criteria. The addendum also includes a €175 million swingline loan to help finance an NEU CP program.

Extension of the Existing Senior Facility Agreement

On July 7, 2023, the lenders under the Existing Term Loan and Existing Revolving Credit Facility granted a one-year extension for substantially all of the Existing Term Loan and Existing Revolving Credit Facility provided for under the Existing Senior Facility Agreement. The facilities under this agreement were, as of September 30, 2023, as follows:

- Existing Term loan:
    - €11 million, maturing on July 2, 2025
    - €89 million, maturing on July 2, 2026

- Existing Revolving Credit Facility:
  - €39 million, expiring on July 2, 2025
  - €311 million, expiring on July 2, 2026

Extension of the Securitization Program

On August 3, 2023, Elior Participations and the receivables sellers participating in the securitization program entered into an agreement with the factor bank to extend the factoring agreement by one year, to October 2025.

Impairment of Goodwill

Following the impairment tests carried out at September 30, 2023, the Group recognized €47 million in impairment losses against goodwill for its Contract Catering France and Contract Catering Iberia cash-generating units.

Year Ended September 30, 2022

The Covid-19 Crisis and Inflation

The fifth wave of the Covid-19 pandemic (caused by the “Omicron” variant), combined with inflationary effects, which worsened with the war in Ukraine, impacted the performance of our Business & Industry and Education sectors in the year ended September 30, 2022, particularly in France. However, despite these factors, our consolidated revenue rose by 20.6% on a year-on-year basis to €4,451 million for the year ended September 30, 2022, from €3,690 million for the year ended September 30, 2021.

Amendment to the French state-guaranteed loan (PGE)

In 2021-2022, we used the option provided by the French State to defer the first payment installment of its French state-guaranteed loan by one year. Consequently, on March 8, 2022, an amendment to the loan agreement was signed, providing for the first six-monthly installment to be deferred to October 1, 2023, and to amount to 12.5%, compared with the originally scheduled 10% due on October 1, 2022.

Covenant Holiday

On May 13, 2022, the lenders under our Existing Term Loan and Revolving Facility Agreement granted us a covenant holiday, postponing the next covenant test from September 30, 2022 to March 31, 2023.

Asset Impairment

Following impairment tests and in view of the inflationary context, at September 30, 2022, we recognized impairment losses of €206 million for goodwill in France and Spain.

Termination of PMC’s Operations in the United States

Further to the decision to cease the operations of Preferred Meals (PMC) in the United States, a €74 million non-recurring expense was recognized, corresponding to impairment of assets other than goodwill in the United States, as well as restructuring costs.

Results of Operations

Year Ended September 30, 2024 compared to Year Ended September 30, 2023

The following table sets forth certain consolidated income statement data for the periods indicated.

	For the year ended September 30,				
	2023	% of revenue	2024	% of revenue	Variation
			(in € millions)		
Revenue	**5,223**	**100%**	**6,053**	**100%**	830
Purchase of raw materials and consumables	(1,656)	(31.7)%	(1,740)	(28.7)%	(84)
Personnel costs excluding share-based compensation expense	(2,773)	(53.1)%	(3,282)	(54.2)%	(509)
Share-based compensation expense	(6)	(0.1)%	–	–	6
Other operating expenses	(491)	(9.4)%	(587)	(9.7)%	(96)
Taxes other than on income	(92)	(1.8)%	(111)	(1.8)%	(19)
Depreciation, amortization and provisions for recurring operating items	(152)	(2.9)%	(166)	(2.7)%	(14)
Net amortization of intangible assets recognized on consolidation	(20)	(0.4)%	(36)	(0.6)%	(16)
Recurring operating profit/(loss) from continuing operations	**33**	**0.6%**	**131**	**2.2%**	**98**
Share of profit of equity-accounted investees	–	–	–	–	–
Recurring operating profit/(loss) including share of profit of equity-accounted investees	**33**	**0.6%**	**131**	**2.2%**	**98**
Non-recurring income and expenses, net	(81)	(1.6)%	(31)	(0.5)%	50
Operating profit/(loss) including share of profit of equity-accounted investees	**(48)**	**(0.9)%**	**100**	**1.7%**	**148**
Financial expenses	(88)	(1.7)%	(122)	(2.0)%	(34)
Financial income	10	0.2%	17	0.3%	7
Profit/(loss) from continuing operations before income tax	**(126)**	**(2.4)%**	**(5)**	**(0.1)%**	**121**
Income tax	29	0.6%	(36)	(0.6)%	(65)
Net profit/(loss) for the period from continued operations	(97)	(1.9)%	(41)	(0.7)%	56
Net profit/(loss) for the period from discontinued operations	–	–	–	–	–
Net profit for the period	**(97)**	**(1.9)%**	**(41)**	**(0.7)%**	**56**
Attributable to:					
Owners of the parent	(93)	(1.8)%	(41)	(0.7)%	52
Non-controlling interests	(4)	(0.1)%	–	–	4

Consolidated revenue

Consolidated revenue from continuing operations for the year ended September 30, 2024, totaled €6,053 million, compared to €5,223 million for the year ended September 30, 2023, representing a 15.9% increase. This growth was driven by (i) organic growth of 5.1% (exceeding the targeted range of 4% to 5%), (ii) a negative currency impact of 0.3%, which reduced revenue by €13 million, and (iii) a positive 11.1% contribution from changes in the scope of consolidation, primarily reflecting the consolidation of DMS from April 18, 2023, and Cater To You in the United States.

On a pro forma basis (i.e., including DMS for a full 12 months), organic revenue growth was 4.9%, driven by increases of 5.3% in Contract Catering and 3.8% in Multiservices.

On a like-for-like basis (excluding contract start-ups and exits), revenue increased by 5.6%, driven by a 2.3% volume effect and a 3.3% price effect.

The following table shows a breakdown of consolidated revenue by segment as well as a breakdown of revenue growth between organic growth, changes in scope of consolidation and the impact of changes in exchange rates (currency effect) for each segment.

	For the year ended September 30		Organic growth	Changes in scope of consolidation	Currency effect	Total growth
	2023	2024				
	(in € millions)					
Contract Catering	4,151	4,381	5.3%	0.6%	(0.4)%	5.5%
Multiservices	1,056	1,655	4.3%	52.5%	–	56.7%
Sub-total	5,207	6,036	5.1%	11.1%	(0.3)%	15.9%
Corporate & Other	16	17	4.5%	–	–	6.25%
GROUP TOTAL	5,223	6,053	5.1%	11.1%	(0.3)%	15.9%

In Contract Catering, revenue amounted to €4,381 million for the year ended September 30, 2024, compared to €4,151 million for the year ended September 30, 2023, representing year-on-year growth of 5.5%. This business recorded robust 5.3% organic growth, with minimal impacts from changes in the scope of consolidation and exchange rates, contributing +0.6% and -0.4%, respectively.

In Multiservices, revenue reached €1,655 million for the year ended September 30, 2024, compared with €1,056 million for the year ended September 30, 2023, an increase of 56.7%. This increase reflects a €555 million positive impact from changes in scope of consolidation, mainly due to the consolidation of DMS, as well as organic growth of 4.3%.

The Corporate & Other segment, which principally comprises concession catering activities, generated €17 million in revenue, versus €16 million for the year ended September 30, 2023 .

The following table shows a revenue breakdown between the Group's three main markets and the growth rates by market for the periods indicated:

	For the year ended September 30	
	2023	2024
	(in € millions)	
France	2,540	3,136
Europe (including UK)	1,423	1,596
Rest of the world	1,260	1,321
GROUP TOTAL	**5,223**	**6,053**

Purchase of raw materials and consumables

At €1,740 million, this item increased by €84 million compared to €1,656 million for the year ended September 30, 2023, driven by the year-on-year growth in the Group's revenue and the acquisition of DMS in April 2023.

Purchase of raw materials and consumables decreased from 31.7% in the 2022-2023 period to 28.8% in 2023-2024 as a percentage of revenue. This decrease was mainly attributable to the expansion of services activities, largely resulting from the consolidation of DMS.

Personnel costs

Excluding share-based compensation expense, personnel costs for continuing operations increased by €509 million year on year, from €2,773 million to €3,282 million. As a percentage of revenue, personnel costs rose slightly, from 53.1% to 54.2%.

Share-based compensation expense, relating to long-term compensation plans implemented across the Group's French and international subsidiaries, was negligible for the year ended September 30, 2024, compared to €6 million in the prior year.

Other operating expenses

Other operating expenses for continuing operations rose by €96 million, or 20%, from €491 million to €587 million. This year-on-year increase reflects the increase in the Group's revenue for the year ended September 30, 2024, and the consolidation of DMS.

Taxes other than on income

Taxes other than on income totaled €111 million for the year ended September 30, 2024, compared with €92 million for the year ended September 30, 2023, due to the consolidation of DMS.

Depreciation, amortization and provisions for recurring operating items

This item increased by €14 million, or 9.2%, from €152 million to €166 million, mainly as a result of changes in scope of consolidation, primarily the first-time consolidation of DMS in April 2023.

Adjusted EBITA

The following table sets out Adjusted EBITA by segment and as a percentage of the revenue of each segment.

	Year ended September 30,		Change in Adjusted EBITA (in € millions)	Adjusted EBITA Margin	
	2023	2024		2023	2024
	(in € millions)				
Contract Catering	47	133	86	1.1%	3%
Multiservices	24	48	24	2.3%	2.9%
Sub-total	**71**	**181**	**110**	**1.4%**	**3%**
Corporate & Other	(12)	(14)	(2)	–	–
GROUP TOTAL	**59**	**167**	**108**	**1.1%**	**2.8%**

Consolidated Adjusted EBITA amounted to €167 million for the year ended September 30, 2024, compared with €59 million for the year ended September 30, 2023, representing a €108 million increase. Adjusted EBITA margin improved by 170 basis points, rising to 2.8% from 1.1%. These year-on-year increases were primarily driven by price increases implemented to mitigate inflationary pressures, as well as operational efficiency improvements and synergies realized following the consolidation of DMS in April 2023. Additionally, measures taken to streamline the client portfolio, through both net business development and voluntary exits from loss-making contracts, further enhanced profitability during the year.

In Contract Catering, adjusted EBITA continued its positive trajectory, increasing to €133 million for the year ended September 30, 2024, up from €47 million for the year ended September 30, 2023. The adjusted EBITA margin for this segment was 3%, reflecting a 190 basis point improvement from 1.1% in the prior year.

In Multiservices, adjusted EBITA amounted to €48 million for the year ended September 30, 2024, a significant increase from €24 million for the year ended September 30, 2023. This growth reflects the fact that 2023-2024 was the first full fiscal year following the consolidation of DMS. The adjusted EBITA margin for this segment was 2.9% for the year ended September 30, 2024, marking a 60 basis point improvement from 2.3% in the prior year. The ongoing strong impact of wage inflation was mitigated by productivity measures put in place and the synergies achieved with DMS.

For the Corporate & Other segment, adjusted EBITA represented a €14 million loss (€12 million loss in 2022-2023).

Recurring operating profit from operations including share of profit from equity-accounted investees

This item totaled €131 million for the year ended September 30, 2024, compared with €33 million for the year ended September 30, 2023. The figure for the year ended September 30, 2024, includes €36 million in amortization of intangible assets related to acquisitions (of which €11 million resulting from an accelerated amortization), versus €20 million for the year ended September 30, 2023.

Non-recurring income and expenses, net

For the year ended September 30, 2024, non-recurring income and expenses represented a net expense of €31 million and primarily included €23 million in restructuring costs in France and the United States.

For the year ended September 30, 2023, non-recurring income and expenses represented a net expense of €81 million and primarily included: (i) goodwill impairment losses for the Contract Catering business amounting to €40 million in France and €7 million in Spain, (ii) €10 million in costs related to the acquisition of DMS, and (iii) €22 million in restructuring costs, of which €14 million for France.

Financial income and expenses, net

Net financial expense for continuing operations rose to €105 million in for the year ended September 30, 2024 from €78 million for the year ended September 30, 2023, mainly reflecting (i) higher average debt during the year,

(ii) the fact that there was an additional seven months of costs for DMS' factoring program compared with 2022-2023, and (iii) high interest rates for the majority of the year.

Income tax

The Group recorded a €36 million net income tax expense for the year ended September 30, 2024, versus a €29 million net income tax benefit for the year ended September 30, 2023.

The current tax expense was €24 million compared with €11 million in 2022-2023, reflecting the higher amount of taxable profit in France. The French CVAE tax was €7 million in 2023-2024 - the same amount as the previous year.

Deferred taxes represented a €12 million expense in 2023-2024, chiefly due to the utilization during the period of tax loss carryforwards in France recognized in prior periods. In 2022-2023, deferred taxes represented income of €40 million, mainly attributable to a re-estimation of the recoverability of tax loss carryforwards in France following the consolidation of DMS.

Profit for the period from discontinued operations

This item was not material in the year ended September 30, 2024 and no businesses were classified as held for sale.

This item was also not material in the year ended September 30, 2023 and no businesses were classified as held for sale. The plan launched by the Group in 2021-2022 to sell its operations in India was canceled in 2022-2023.

Attributable profit for the period and earnings per share

In view of the factors described above, the Group ended for the year ended September 30, 2024 with a €41 million net loss for the period attributable to owners of the parent, versus an attributable net loss of €93 million for the year ended September 30, 2023.

This represented a basic and diluted loss per share of €0.16 for the year ended September 30, 2024, compared with €0.45 for the year ended September 30, 2023.

Adjusted attributable profit for the period

Adjusted attributable net profit/(loss) for the period corresponds to consolidated net profit/(loss) for the period from continuing operations attributable to owners of the parent adjusted for the following: (i) "Non-recurring income and expenses, net", (ii) impairment of goodwill and net amortization of intangible assets recognized on consolidation of acquisitions, (iii) exceptional impairment of investments in and loans to non-consolidated companies, and (iv) the impacts of gains or losses on disposals of consolidated companies classified as held for sale, with all of these adjustments being net of tax.

	Year ended September 30, 2023	**Year ended September 30, 2024**
	(in € millions)	
Net profit/(loss) for the period attributable to owners of the parent – continuing operations	**(93)**	**(41)**
Adjustments		
Non-recurring income and expenses, net	34	31
Goodwill impairment losses	47	–
Net amortization of intangible assets recognized on consolidation	20	36
Exceptional impairment of investments in and loans to non-consolidated companies	–	–
Tax effect on the above adjustments	(14)	(17)
Adjusted attributable profit for the period	**(6)**	**9**
Adjusted earnings per share (in €)	**(0.03)**	**0.04**

Year Ended September 30, 2023 compared to Year Ended September 30, 2022

The following table sets forth certain consolidated income statement data for the periods indicated.

	For the year ended September 30,				
	2022	% of revenue	2023	% of revenue	Variation
			(in € millions)		
Revenue	**4,451**	**100%**	**5,223**	**100%**	**772**
Purchase of raw materials and consumables	(1,444)	(32.4%)	(1,656)	(31.7)%	(212)
Personnel costs	(2,349)	(52.8%)	(2,773)	(53.1)%	(424)
Share-based compensation expense	(3)	(0.1)%	(6)	(0.1)%	(3)
Other operating expenses	(472)	(10.6%)	(491)	(9.4)%	(19)
Taxes other than on income	(78)	(1.8%)	(92)	(1.8)%	(14)
Depreciation, amortization and provisions for recurring operating items	(156)	(3.5%)	(152)	(2.9)%	4
Net amortization of intangible assets recognized on consolidation	(18)	(0.4)%	(20)	(0.4)%	(2)
Recurring operating profit/(loss) from continuing operations	**(69)**	**(1.6)%**	**33**	**0.6%**	**102**
Share of profit of equity-accounted investees	–	–	–	–	–
Recurring operating profit/(loss) including share of profit of equity-accounted investees	**(69)**	**(1.6)%**	**33**	**0.6%**	**102**
Non-recurring income and expenses, net	(309)	(6.9%)	(81)	(1.6)%	228
Operating profit/(loss) including share of profit of equity-accounted investees	**(378)**	**(8.5)%**	**(48)**	**(0.9)%**	**330**
Financial expenses	(59)	(1.3%)	(88)	(1.7)%	(29)
Financial income	33	0.7%	10	0.2%	(23)
Profit/(loss) from continuing operations before income tax	**(404)**	**(9.1)%**	**(126)**	**(2.4)%**	**278**
Income tax	(36)	(0.8)%	29	0.6%	65
Net profit/(loss) for the period from continued operations	(440)	(9.9)%	(97)	(1.9)%	343
Net profit/(loss) for the period from discontinued operations	–	–	–	–	–
Net profit for the period	**(440)**	**(9.9)%**	**(97)**	**(1.9)%**	**343**
Attributable to:					
Owners of the parent	(427)	(9.6)%	(93)	(1.8)%	334
Non-controlling interests	(13)	(0.3)%	(4)	(0.1)%	9

Consolidated revenue

Consolidated revenue from continuing operations amounted to €5,223 million for the year ended September 30, 2023, compared with €4,451 million for the year ended September 30, 2022. This 17.3% increase reflects organic growth of 11.2% (compared to a targeted growth of at least 10%), a virtually zero currency effect (+0.1%), and a +6.0% effect from changes in the scope of consolidation, arising from the consolidation of DMS as from April 18, 2023, as well as the exit of Preferred Meals in the United States.

On a comparable basis, our revenue increased by 9.6%, including a volume effect of +5.1% (of which an Omicron catch-up effect of +3.3%) and a price effect of +4.5%.

Our business development remained at a historically high level and added 9.6% to revenue, in line with the 9.8% positive contribution during the year ended September 30, 2022.

The loss of contracts represented an 8.0% reduction in revenue. The retention rate was therefore 92.0% at September 30, 2023, compared with 93.2% at September 30, 2022. Excluding voluntary contract exits, the retention rate was 93.6%.

The following table shows a breakdown of consolidated revenue by segment as well as a breakdown of revenue growth between organic growth, changes in scope of consolidation and the impact of changes in exchange rates (currency effect) for each segment.

	For the year ended September 30		Organic growth	Changes in scope of consolidation	Currency effect	Total growth
	2022	2023				
	(in € millions)					
Contract Catering	3,849	4,151	12.3%	(4.7)%	0.2%	7.8%
Multiservices	587	1,056	3.6%	76.1%	–	79.7%
Corporate & Other	15	16	10.0%	–	0.2%	10.0%
GROUP TOTAL	4,451	5,223	11.2%	6.0%	0.1%	17.3%

In Contract Catering, revenue amounted to €4,151 million for the year ended September 30, 2023, compared to €3,849 million for the year ended September 30, 2022. This 7.8% increase is broken down as follows: organic growth of 12.3%, a -4.7% impact from changes in the scope of consolidation, essentially reflecting the exit of Preferred Meals in the United States, and a very slightly positive currency effect (+0.2%).

In Multiservices, revenue reached €1,056 million for the year ended September 30, 2023, compared with €587 million for the year ended September 30, 2022, an increase of 79.7%. This reflects organic growth of 3.6% and a positive €447 million impact from changes in the scope of consolidation, arising from the consolidation of DMS.

In Corporate & Other, the Corporate & Other segment, which includes the Group's remaining concession catering activities that were not sold with Areas, generated revenue of €16 million for the year ended September 30, 2023, versus €15 million for the year ended September 30, 2022.

The following table shows a revenue breakdown between our three main geographic markets and the growth rates by market for the years ended September 30, 2023 and 2022:

	For the year ended September 30	
	2022	2023
	(in € millions)	
France	1,958	2,540
Europe (including UK)	1,237	1,423
Rest of the world	1,256	1,260
GROUP TOTAL	**4,451**	**5,223**

Purchase of raw materials and consumables

Purchase of raw materials and consumables rose by €212 million to €1,656 million for the year ended September 30, 2023 from €1,444 million for the year ended September 30, 2022, reflecting the year-on-year increase in consolidated revenue and the acquisition of DMS. As a percentage of revenue, our purchase of raw materials and consumables edged down from 32.4% in the year ended September 30, 2022 to 31.7% in the year ended September 30, 2023, due to the growth in services activities, mainly stemming from the consolidation of DMS as from April 18, 2023.

Personnel costs

Excluding share-based compensation expense, personnel costs for continuing operations increased by €424 million year on year, from €2,349 million for the year ended September 30, 2022 to €2,773 million for the year ended September 30, 2023. As a percentage of revenue, they rose slightly from 52.8% to 53.1%.

Share-based compensation expense – which relates to long-term compensation plans put in place in the Group's French and international subsidiaries – amounted to €6 million for the year ended September 30, 2023, versus €3 million the previous year.

Other operating expenses

Other operating expenses for continuing operations increased by €19 million, or 4.1%, from €472 million to €491 million. This year-on-year increase reflects the rise in consolidated revenue in 2022-2023 and the consolidation of DMS as from April 18, 2023.

Taxes other than on income

Taxes other than on income totaled €92 million for the year ended September 30, 2023, compared with €78 million for the year ended September 30, 2022.

Depreciation, amortization and provisions for recurring operating items

This item decreased by €4 million, or 2.4%, to €152 million for 2022-2023 from €156 million for 2021-2022, mainly due to lower capital expenditure in line with the reduced business activity for the past two fiscal years.

Adjusted EBITA from continuing operations

The following table sets out Adjusted EBITA by segment and as a percentage of the revenue of each segment.

	Year ended September 30,		**Change in Adjusted EBITA (in € millions)**	**Adjusted EBITA Margin**	
	2022	**2023**		**2022**	**2023**
	(in € millions)				
Contract Catering	(43)	47	90	(1.1)%	1.1%
Multiservices	13	24	11	2.2%	2.3%
Sub-total	**(30)**	**71**	**101**	**(0.7)%**	**1.4%**
Corporate & Other	**(18)**	**(12)**	**6**	**–**	**–**
GROUP TOTAL	**(48)**	**59**	**107**	**(1.1)%**	**1.1%**

Consolidated Adjusted EBITA came to a positive €59 million for the year ended September 30, 2023, compared with a €48 million loss for the year ended September 30, 2022, representing an increase of €107 million. Adjusted EBITA margin was therefore a positive 1.1% for the year ended September 30, 2023, compared to a negative 1.1% for the year ended September 30, 2022, representing an increase of 220 basis points. The combined impact of the volume effect and price increases nearly offset the impact of inflation. In addition, operational efficiency gains, including €7 million in synergies achieved, voluntary exits from loss-making contracts, the exit of Preferred Meals, and acquisitions (mainly DMS) all contributed to the improvement in operational profitability. Finally, net business development (excluding voluntary contract terminations) was also profitable, despite additional start-up costs for a limited number of new catering contracts in France and Italy. These difficulties are now almost completely resolved, except for one contract, which is still under renegotiation.

In Contract Catering, we returned to operational profitability, with Adjusted EBITA for the year ended September 30, 2023 amounting to €47 million, against a loss of €43 million for the year ended September 30, 2022. The Adjusted EBITA margin for this business was a positive 1.1% for the year ended September 30, 2023, representing an increase by 220 basis points from a negative 1.1% in the year ended September 30, 2022.

In Multiservices, Adjusted EBITA amounted to €24 million for the year ended September 30, 2023, a sharp increase from €13 million for the year ended September 30, 2022, taking into account the consolidation of DMS as from April 18, 2023. The Adjusted EBITA margin was 2.3% in the year ended September 30, 2023, representing an increase by 10 basis points from 2.2% a year earlier. The Multiservices business was once again impacted by record-high wage inflation in the year ended September 30, 2023.

For the Corporate & Other segment, Adjusted EBITA for the year ended September 30, 2023 represented a loss of €12 million, compared to a loss of €18 million for the year ended September 30, 2022 This improvement was driven by significant cost-saving measures implemented by our new management team in the second half of the fiscal year, including the decision by our new Chairman and CEO to reduce his compensation following his appointment on April 18, 2023.

Recurring operating profit from operations including share of profit from equity-accounted investees

Recurring operating profit represented a profit of €33 million for the year ended September 30, 2023, compared with a €69 million loss in 2021-2022. The 2022-2023 figure includes €20 million in amortization of intangible assets related to acquisitions, versus €18 million the previous year.

Non-recurring income and expenses, net

For the year ended September 30, 2023, non-recurring income and expenses represented a net expense of €81 million, primarily including: (i) goodwill impairment losses for the Contract Catering business amounting to €40 million in France and €7 million in Spain, (ii) €10 million in costs related to the acquisition of DMS, and (iii) €22 million in restructuring costs, of which €14 million for France.

For the year ended September 30, 2022, non-recurring income and expenses represented a net expense of €309 million, primarily including: (i) goodwill impairment losses amounting to €146 million for the Contract Catering business in France and €60 million in Spain, (ii) impairment losses recognized against assets other than goodwill and restructuring costs related to the termination of Preferred Meals' operations in the United States, totaling €74 million, and (iii) restructuring costs in Italy and Spain.

Net financial expenses

Net financial expense amounted to €78 million for the year ended September 30, 2023 compared to €26 million for the year ended September 30, 2022. The year-on-year increase mainly reflects the impact of a rise in both average debt and finance costs (as a result of higher interest rates), as well as an unfavorable basis of comparison with 2021-2022 due to the positive currency effect in that year.

Income tax

We recorded an income tax benefit of €29 million for the year ended September 30, 2023 compared to income tax expense of €36 million for the year ended September 30, 2022. The current tax expense was €11 million compared to €15 million for the year ended September 30, 2022. The French CVAE tax amounted to €7 million for the year ended September 30, 2023 against €9 million for the year ended September 30, 2022.

Deferred taxes for the year ended September 30, 2023 represented an income of €40 million, primarily reflecting a re-estimation of the recoverability of tax loss carryforwards in France following the consolidation of DMS. Deferred taxes for the year ended September 30, 2022 represented an expense of €21 million, mainly due to a re-estimation of the recoverability of tax loss carryforwards.

Net profit for the period from discontinued operations

This item was not material in the year ended September 30, 2023, and no businesses were classified as held for sale. The plan launched by the Group over a year ago to sell its operations in India has been canceled.

This item was also not material in the year ended September 30, 2022. As of September 30, 2022, certain lease contracts held by Preferred Meals were classified under assets and liabilities held for sale in accordance with IFRS 5 following the termination of the company's operations.

Attributable profit for the period and earnings per share

As a result of the factors described above, we generated €93 million attributable net loss in the year ended September 30, 2023, compared to an attributable net loss of €427 million in the year ended September 30, 2022. This represented a basic and diluted loss per share of €0.45 for the year ended September 30, 2023 compared to €2.48 for the year ended September 30, 2022.

Adjusted attributable profit for the period

Adjusted attributable net profit/(loss) for the period corresponds to consolidated net profit/(loss) for the period from continuing operations attributable to owners of the parent adjusted for the following: (i) "Non-recurring income and expenses, net," (ii) impairment of goodwill and net amortization of intangible assets recognized on consolidation of acquisitions, (iii) exceptional impairment of investments in and loans to non-consolidated companies, and (iv) the impacts of gains or losses on disposals of consolidated companies classified as held for sale, with all of these adjustments being net of tax.

	Year ended September 30, 2022	Year ended September 30, 2023
	(in € millions)	
Net profit/(loss) attributable to owners of the parent – continuing operations	(427)	(93)
Adjustments		
Non-recurring income and expenses, net[(1)]	103	34
Goodwill impairment losses	206	47
Net amortization of intangible assets recognized on consolidation	18	20
Exceptional impairment of investments in and loans to non-consolidated companies	(8)	–
Tax effect on (1) calculated at the standard rate of 34%	(34)	(14)
Adjusted attributable profit for the period	(142)	(6)
Adjusted earnings per share (in €)	(0.83)	(0.03)

Liquidity and Capital Resources

The Group's cash requirements mainly relate to financing its working capital requirements and capital expenditure as well as servicing and repaying its debt. Its main source of liquidity is cash generated from operating activities. Going forward, its ability to generate cash from its operating activities will depend on its future operating performance, which is, in turn, dependent to some extent on general economic, financial, competitive, market, regulatory and other factors, many of which are beyond the Group's control. The Group uses its cash and cash equivalents to fund the day-to-day requirements of its business.

The Group's sources of liquidity have historically consisted mainly of the following:

- Net cash from operating activities, which amounted to €299 million for the year ended September 30, 2024 versus €23 million for the year ended September 30, 2023.

- Cash and cash equivalents: cash and cash equivalents, which amounted to €142 million and €45 million at September 30, 2024 and 2023 respectively.

- Debt, which includes our Existing Notes, the PGE, the Existing Senior Facility Agreement (including the Existing Revolving Credit Facility and the Existing Term Loan), the Securitization Program and finance lease liabilities.

Following the Transactions, the Group's main source of liquidity will be the Notes offered hereby, the New Revolving Credit Facility, the Securitization Program, as well as the PGEs.

Seasonality

Revenue from most of the Group's businesses is subject to seasonal fluctuations. We experience during the summer period a lower level of activity as a large number of employees and students are on vacation.

The Group's net working capital is also subject to seasonal fluctuations as the amount of trade receivables increases during the first half of each financial year as revenue invoiced to clients is at its peak during this period, and decreases during the second half which corresponds to the trough in activity in the Group's contract catering business.

As a result, cash used for changes in working capital during the first half of each financial year is material, as is cash generated from working capital during the second half of the financial year. In addition, the effect of seasonality on cash used for or generated from working capital generally increases from one year to another as consequence of the growth (whether organic or arising from acquisitions) in the Group's consolidated annual revenue.

Consolidated Cash Flow analysis

The table below sets forth the Group's consolidated cash flow data for the periods indicated.

	For the year ended September 30,		
	2022	2023	2024
		(in € millions)	
Net cash from/(used in) operating activities – continuing operations..........	(33)	23	299
Net cash from/(used in) investing activities – continuing operations..........	(63)	(60)	(125)
Net cash from/(used in) financing activities – continuing operations..........	83	(15)	(44)

Year Ended September 30, 2024 as compared to Year Ended September 30, 2023

Cash Flows from Operating Activities

Operating activities for the Group's continuing operations generated a net cash inflow of €299 million in the year ended September 30, 2024 compared with €23 million for the year ended September 30, 2023. The year-on-year increase was essentially due to the €127 million rise in EBITDA and a €173 million net cash inflow from the change in operating working capital.

Change in operating working capital. This item represented a net cash inflow of €107 million for the year ended September 30, 2024 compared with a €66 million net cash outflow for the year ended September 30, 2023. The year-on-year positive swing was mainly attributable to the new securitization agreement put in place in September 2024.

Interest and other financial expenses paid. This item rose to €99 million in for the year ended September 30, 2024 from €73 million for the year ended September 30, 2023, primarily due to the impact of an increase in both average debt and finance costs (stemming from particularly high interest rates).

Tax paid. This line includes corporate income tax paid in all of the geographic regions in which the Group operates. It also includes the Italian IRAP tax (*Imposta Regionale Sulle Attività Produttive*), the French CVAE tax and State Taxes in the United States. It represented net cash outflows of €18 million and €9 million in the years ended September 30, 2024 and 2023 respectively, with the increase principally attributable to tax paid in France and the United States.

Non-recurring income and expenses impacting cash. This item mainly relates to movements in cash arising from non-recurring income and expenses recorded under the "Non-recurring income and expenses, net" line in the consolidated income statement, which include restructuring costs.

Non-recurring income and expenses impacting cash represented a net cash outflow of €26 million in for the year ended September 30, 2024 versus a €40 million net cash outflow for the year ended September 30, 2023, and mainly corresponded to restructuring costs in France and the United States.

Cash Flows from Investing Activities

Net cash used in investing activities for continuing operations totaled €125 million for the year ended September 30, 2024 compared with €60 million for the year ended September 30, 2023.

Capital expenditure (net operating investments). Consolidated cash used for purchases of property, plant and equipment and intangible assets (capital expenditure), net of proceeds from sales, rose by €21 million to €98 million for the year ended September 30, 2024 from €77 million for the year ended September 30, 2023.

Capital expenditure for Contract Catering and Multiservices amounted to €87 million for the year ended September 30, 2024 and €75 million for the year ended September 30, 2023, representing 1.4% of revenue in both fiscal years.

Capital expenditure by the Corporate & Other segment totaled €11 million for the year ended September 30, 2024 (due to the acquisition of real estate) and €2 million for the year ended September 30, 2023.

Purchases of and proceeds from sale of financial assets. This item represented a €5 million net cash outflow for the year ended September 30, 2024, versus a €3 million net cash inflow for the year ended September 30, 2023. The year-on-year difference primarily relates to deposits and guarantees paid in the United States.

Acquisition/sale of shares in consolidated companies. For the year ended September 30, 2024, acquisitions and sales of shares in consolidated companies represented a net cash outflow of €20 million, and chiefly concerned (i) the purchase of a 70% stake in DCK in Hong Kong, (ii) the acquisition of contract catering activities in India, and (ii) the buyout of the remaining minority interests in Elior North America.

For the year ended September 30, 2023, this item represented a net cash inflow of €20 million and mainly concerned (i) €41 million in cash acquired from DMS entities, (ii) a €16 million outflow for the purchase of almost all of the shares held by Elior North America's minority shareholders, which raised the Group's interest in this entity to 99%, (iii) a €6 million net outflow for the acquisition of Elior CTY in the United States, and (iv) the payment of additional purchase consideration for India-based entities.

Cash Flows from Financing Activities

Cash flows from financing activities represented a net cash outflow of €44 million for the year ended September 30, 2024 versus a net cash outflow of €15 million for the year ended September 30, 2023.

Proceeds from borrowings. Consolidated cash inflows from proceeds from borrowings totaled €164 million and €87 million in the years ended September 30, 2024 and 2023 respectively.

For the year ended 30 September 2024, these proceeds mainly corresponded to (i) a €30 million drawdown on senior bank borrowings, (ii) €103 million from new securitized receivables and (iii) €29 million from new factored receivables.

For the year ended 30 September 2023, proceeds from borrowings mainly corresponded to (i) €32 million from the NEU CP program, (ii) a €28 million drawdown on senior bank borrowings, and (iii) €27 million from new securitized and factored receivables.

Repayments of borrowings. Net repayments of borrowings led to cash outflows of €131 million and €32 million in the years ended September 30, 2024 and 2023 respectively.

The figure for the year ended September 30, 2024 principally includes repayments concerning (i) the French government-backed loan (€56 million), (ii) the factoring program (€22 million for DMS and €30 million for other entities), and (iii) the NEU CP program (€20 million).

Repayments of lease liabilities amounted to €77 million for the year ended September 30, 2024 versus €70 million one year earlier, due to the consolidation of DMS during 2023.

Effect of exchange rate and other changes. In the year ended September 30, 2024, fluctuations in exchange rates and other changes had an overall €5 million positive impact on cash and cash equivalents, versus an €8 million negative impact in 2022-2023.

Increase/(decrease) in net cash and cash equivalents - discontinued operations. This item represented a net cash outflow of €1 million for the year ended September 30, 2024.

Year Ended September 30, 2023 as compared to Year Ended September 30, 2022

Cash Flows from Operating Activities

Our operating activities for continuing operations generated a net cash inflow of €23 million in the year ended September 30, 2023, compared with a €33 million net cash outflow in the year ended September 30, 2022. The year-on-year increase was mainly due to a €98 million increase in EBITDA, partially offset by a €29 million higher negative change in operating working capital and a €24 million increase in interest paid.

Change in operating working capital. This item represented a net cash outflow of €66 million in the year ended September 30, 2023, compared with a €37 million net cash outflow in the year ended September 30, 2022. The year-on-year decline was primarily driven by a temporary impact from factored and securitized trade receivables.

Interest and other financial expenses paid. This item increased to €73 million in the year ended September 30, 2023 from €49 million in the year ended September 30, 2022, primarily due to the impact of a rise in both average debt and finance costs (as a result of higher interest rates).

Tax paid. This line includes corporate income tax paid in all of the geographic regions in which we operate. It also includes the Italian IRAP tax, the French CVAE tax, and state taxes in the United States. It represented net cash outflows of €9 million in the year ended September 30, 2023 and €14 million in the years ended September 30, 2022, with the year-on-year decrease essentially attributable to an installment payment of corporate income tax in France.

Non-Recurring Income and Expenses Impacting Cash. This item mainly relates to cash movements from (i) non-recurring income and expenses recorded under the "Non-recurring income and expenses, net" line in the consolidated income statement, which include restructuring costs, and (ii) payments made in connection with fair value adjustments recognized in accordance with IFRS as part of the purchase price allocation process for acquisitions. Non-recurring income and expenses impacting cash represented net cash outflows of €40 million in the year ended September 30, 2023 and €46 million in the year ended September 30, 2022.

Cash Flows from Investing Activities

Net cash used in investing activities for continuing operations totaled €60 million in the year ended September 30, 2023 and €63 million in the year ended September 30, 2022.

Capital Expenditure (Net Operating Investments). Consolidated cash used for purchases of property, plant, and equipment and intangible assets (capital expenditure), net of proceeds from sales, increased from €64 million in the year ended September 30, 2022 to €77 million in the year ended September 30, 2023. Capital expenditure for Contract Catering and Multiservices increased from €62 million in the year ended September 30, 2022 to €75 million in the year ended September 30, 2023. As a percentage of revenue, however, it only edged up from 1.4% to 1.5%, reflecting the consolidation of DMS. Capital expenditure by the Corporate & Other segment totaled €2 million in both the years ended September 30, 2023 and 2022.

Purchases of and Proceeds from Sale of Financial Assets. This item represented a €3 million net cash outflow in the year ended September 30, 2023, and related to deposits paid in the United States, compared to a €1 million net cash inflow in the year ended September 30, 2022 arising from the sale of equity interests in Italy.

Acquisition/Sale of Shares in Consolidated Companies. This item represented a net cash inflow of €20 million in the year ended September 30, 2023 and mainly concerned (i) €41 million in cash acquired from DMS entities, (ii) a €16 million outflow for the purchase of almost all of the shares held by Elior North America's minority shareholders, which raised the Group's interest in this entity to 99%, (iii) a €6 million net outflow for the acquisition of Elior CTY in the United States, and (iv) the payment of additional purchase consideration for India-based entities. No cash inflows or outflows were recorded in the year ended September 30, 2022 for acquisitions and sales of shares in consolidated companies.

Cash Flows from Financing Activities

Cash flows from financing activities represented a net cash outflow of €15 million for the year ended September 30, 2023, compared to a net cash inflow of €83 million for the year ended September 30, 2022.

Movements in Share Capital of the Parent. The Issuer did not repurchase any Elior Group shares in either the years ended September 30, 2022 or 2023.

Proceeds from Borrowings. Consolidated cash inflows from proceeds from borrowings totaled €87 million and €152 million for the years ended September 30, 2023, and 2022 respectively. For the year ended September 30, 2023, these proceeds mainly corresponded to (i) €32 million from the NEU CP program, (ii) a €28 million drawdown on senior bank borrowings, and (iii) €27 million from new securitized and factored receivables. The 2022 figure primarily corresponds to €132 million in drawdowns on a senior bank loan.

Repayments of Borrowings. Repayments of borrowings led to cash outflows of €32 million and €1 million for the years ended September 30, 2023, and 2022 respectively. The 2023 figure essentially corresponds to (i) €17 million in repayments under the trade receivables securitization and factoring programs, and (ii) €12 million related to the NEU CP program.

Effect of Exchange Rate and Other Changes. In the year ended September 30, 2023, fluctuations in exchange rates and other changes had an overall €8 million net negative impact on cash and cash equivalents, compared to a €12 million positive impact in the year ended September 30, 2022.

Increase/(Decrease) in Net Cash and Cash Equivalents – Discontinued Operations. This item represented net cash outflows of €1 million and €3 million in the year ended September 30, 2023 and 2022 respectively.

Net Capital Expenditures

The Group's net capital expenditures have primarily consisted of amounts paid as consideration for property, plant and equipment and intangible assets used in operations less the proceeds received from sales of these types of assets. The following table sets forth the Group's net capital expenditures for the periods indicated as derived from the Group's cash flow statement.

	For the year ended September 30,		
	2022	2023	2024
		(in € millions)	
Net capital expenditures	(64)	(77)	(98)

Net capital expenditure corresponds to amounts paid as consideration for property, plant and equipment and intangible assets used by Contract Catering and Multiservices operations as well as by support and corporate activities, less the proceeds received from sales of these types of assets. This net amount represents the sum of the following items as presented in the consolidated cash flow statement: (i) Purchases of property, plant and equipment and intangible assets, and (ii) Proceeds from sale of property, plant and equipment and intangible assets.

For the years ended September 30, 2022, 2023 and 2024, net capital expenditures as a percentage of consolidated revenue was 1.4%, 1.5% and 1.6%, respectively. Our goal is to maintain this trajectory of disciplined capital expenditures within a range of 1.5% to 2.5% of consolidated revenue.

Off-Balance Sheet Commitments

The Group's material off-balance sheet commitments are described below.

Guarantees Given/Received

The Group also grants and receives guarantees in respect of assets and liabilities in relation to acquisitions and divestments of businesses, on terms and conditions which are usual for such transactions. Where the guarantees granted by the Group are subject to valid claims not yet settled at the reporting date, a provision is recorded in the balance sheet.

As of September 30, 2024 and September 30, 2023, the total guarantees given by the Group were €227 million and €236 million, respectively.

Contractual Commitments

Total contractual commitments relating to leases excluded from the scope of application of IFRS 16 or covered by IFRS 16 exemptions amounted to €41 million at September 30, 2024. This total breaks down as follows by maturity:

- Due in less than one year: €15 million
- Due in 1 to 5 years: €26 million
- Due beyond 5 years: non-material amount.

In addition, for certain lease contracts, on top of the fixed or guaranteed minimum lease payments due, the Group has committed to pay variable amounts that are not included when calculating lease liabilities. These variable amounts are generally based on footfall or revenue levels and cannot therefore be calculated for future periods.

Significant Accounting Policies

For a description of the Group's significant accounting policies and critical accounting estimates see Note 6.3 to the Consolidated Financial Statements for the year ended September 30, 2024 incorporated by reference into in this Offering Memorandum.

Outlook

This section includes forward-looking statements. See "*Forward-Looking Statements*."

This discussion of outlook set forth below includes forward-looking statements that have been prepared by, and are the responsibility of, management and represent, to the best of management's knowledge and opinion, the Issuer's expected course of action. They are based on management's current beliefs, expectations, assumptions and business plan and involve known and unknown risks and uncertainties that could cause actual results, performance or events to differ materially from the trends and objectives described. No assurance can be given that the trends and objectives described below will occur, continue or be achieved. These forward-looking statements involve assessments about matters that are inherently uncertain and actual results may differ for a variety of reasons including those described in the "*Forward-Looking Statements*" and "*Risk Factors*" sections of this Offering Memorandum. No assurance can be given that actual results will track those described in the forward-looking statements below.

The outlook presented below do not constitute forecast data or estimates of consolidated profit but instead are based on the Group's strategic goals and action plans. This data, assumptions and estimates may change over time or be modified due to uncertainties related to the economic, financial, competitive and regulatory environment as well as other factors. In addition, if any of the risks described under "*Risk Factors*" of this Offering Memorandum were to actually occur, they could have an impact on its business, results of operations, financial position and/or outlook, and could therefore jeopardize its ability to achieve the objectives presented below. The Group cannot give any assurance or guarantee that it will achieve the objectives described in this section.

Mid-Term Outlook

In the mid-term, we have set the following financial objectives:

- Recurring annual synergies by 2026 of €56 million (compared with €30 million initially targeted when DMS was first consolidated)
- Net debt/EBITDA ratio less than 3.0x at September 30, 2026

Outlook for the year ending September 30, 2025

We enter the financial year ending September 30, 2025, with confidence, following the successful transformation of our business model over the past 18 months. We remain well-positioned across both business segments and all geographies. The growth drivers observed in the financial year ended September 30, 2024, are expected to persist into the year ending September 30, 2025, supported by stable inflation and a broader implementation of synergies in a high-growth market. We continue to prioritize higher profitability and robust free cash flow generation.

In view of the above factors, our financial targets for year ending in September 30, 2025 are as follows:

- Organic revenue growth between 3% and 5%
- Adjusted EBITA margin over 3%
- Net debt/EBITDA ratio below 3.5x at September 30, 2025

INDUSTRY

Overview

We are a leading international player in the contract catering and services sector, serving approximately 3.2 million customers daily across approximately 20,200 restaurants and points of sale worldwide through our catering services. Additionally, we manage and oversee client sites on a global scale through our diverse service offerings. We have over 133,000 employees based in eleven countries in Europe and North America, and a small presence in Asia. Following the acquisition of DMS in 2023, we enhanced our strategic plan to integrate our two businesses, contract catering and multiservice, thereby strengthening our competitive position in France and expanding our international reach. Our mission is to be a responsible caterer and facility management provider aiming for sustainable growth. Based on revenue generated in the year ended September 30, 2024, we estimate that we are the largest pure player in contract catering & multiservices in France, with leading positions in contract catering in Europe, the United States, the United Kingdom. In the year ended September 30, 2024, we generated Adjusted EBITDA of €333 million and total consolidated revenue of €6,053 million, of which €4,381 million was generated from our contract catering business and €1,655 million from our multiservices business.

Our contract catering business operates mainly in France, Spain, Portugal, Italy, the United Kingdom, the United States and India and serves three key client markets through 175 central kitchens worldwide: corporate entities and government agencies (Business & Industry), educational establishments (Education), and health and welfare establishments (Health & Welfare).

In each contract catering market in which we operate, we endeavor to tailor our services to meet each client and guest profile:

- In the Business & Industry market, our business model has historically been focused on providing outsourced contract catering services at our customers' premises, where we prepare and serve meals at corporate sites (SMEs, blue chip), government offices, museums, stadiums and on board trains. In accordance with the size and requirements of our operations, we implement new operating models, including the utilization of central production units (central kitchens), a strategy that has primarily been employed within the education sector to date. Additionally, we integrate innovations and digital solutions to enhance the efficiency and effectiveness of meal delivery.

- In the Education market, we operate the largest kitchen infrastructure in Europe, which allows us to combine high productivity with a local presence. We regularly use local and certified organic food in our homemade recipes to promote healthy eating habits among our younger guests, providing catering and services for both public and private education from early childhood, day-care, school (elementary and higher), through to university.

- In the Health & Welfare market, we deliver catering and services to hospitals, clinics, retirement homes and day-care centers for individuals with disabilities, the elderly, and dependents, including home delivery services. Our catering solutions are meticulously tailored to address specific patients' pathologies, with adaptations in texture and personalized nutritional protocols to meet individual needs.

Our multiservices business focuses on providing comprehensive soft facility management solutions and serves three key end-markets, with operations in France, Spain, Portugal, Germany, the United States and China. We estimate that we are the fourth-leading cleaning services provider in France and the number one provider of outsourced cleaning and hospitality services for the French healthcare sector:

- In the Tertiary sector, we provide cleaning and energy management services, including air conditioning and electrical facility maintenance, to ensure the seamless operation of offices, retail spaces, and other commercial buildings.

- In the Interim and Human Resources sector, we deliver tailored solutions for industries such as banking and insurance, logistics and transport, retail, construction, and aeronautics, providing temporary staffing and workforce support to address fluctuating demands.

- Finally, we address the Industrial and Urban markets, where we provide specialized solutions for industrial sites, engineering projects, and urban area management, leveraging our expertise to meet diverse client requirements with flexibility and precision.

Contract Catering market

Elior operates in a large and dynamic market with significant potential for further growth. We estimate that the European market reached €72 billion in 2023, while the North American market was approximately €85 billion.

The global catering market is primarily driven by the contract catering segment, which accounted for 75.2% of the market in 2023, while the concession catering segment represented 24.8%. The contract catering market involves the provision of food services by external suppliers (contract caterers) to businesses, institutions, and organizations, typically under formal agreements. We expect the contract catering market to continue its global expansion, driven by (i) increasing outsourcing trends as businesses seek high-quality food services and focus on core operations, coupled with strong demand for cost-efficient solutions, (ii) the rise of hybrid working models that create a need for flexible and scalable catering options, and (iii) growing demand for digitalization, customization, quality, and sustainable product offerings. We believe the Education and Health & Welfare sectors present the greatest growth potential, as the in-house management model remains prevalent in several regions, representing a significant opportunity for Elior to expand its market share.

Historically, the growth of each segment has been driven by (i) fluctuations in the number of meals served, (ii) inflation and adjustments in per-meal prices, and (iii) shifts in outsourcing rates, reflecting the increasing proportion of clients opting to outsource their non-core catering services rather than managing them in-house.

The COVID-19 crisis has led to the acceleration of long-term trends we had already begun to experience in the few years prior. These market trends include the change in consumers' eating habits, higher expectations in terms of food quality and nutrition and an increasing focus on food safety, hygiene and traceability. The pandemic has reinforced the demand for more flexible, grab & go and digitally enabled catering solutions that are compatible with new health and safety guidelines, preventing dining areas from becoming too busy, in addition to creating new offerings in line with new consumption patterns. The crisis has also increased consumers attention to sustainability with an emphasis on local sourcing and the fight against food waste. Overall, contract caterers have had to adjust their business models and offerings to the changing market by accelerating their transformation process and diversifying their offering, favoring larger and more flexible players in the market at the expense of smaller ones.

In recent years, the industry has faced significant challenges due to high inflation, which has notably impacted contract caterers' cost bases, particularly with respect to raw materials and labor. These challenges were largely driven by legacy contracts that were ill-suited to pass through price increases, as indexation clauses did not align with the evolving mix of food and wage costs. However, companies like Elior have successfully addressed these issues through contract renegotiations, which have generally been well received by clients, including those in the public sector. As of today, we estimate that the sector has substantially recovered from the effects of the COVID-19 pandemic and the inflationary period, with leading players such as Elior well positioned due to their asset-light, agile operating models and competitive offerings, underpinned by their larger scale.

In most countries, the market is structured around four main corporate profiles, namely, International groups, like Elior, large companies with national coverage, regional local players and specialized players. The sector is still largely fragmented, with significant opportunities for players such as Elior to lead the consolidation (e.g. recent acquisition of Dupont Restauration by Compass in France).

Business & Industry

Contract catering clients in the Business & Industry market mainly consist of both public and private employers seeking to outsource food services destined to their employees. Our client base spans a wide range of sectors, from manufacturing to financial services, and includes organizations of all sizes, from SMEs to large multinational corporations. The Business & Industry market also encompasses clients in the defense sector (e.g., armed forces) and the correctional sector (e.g., penitentiaries), as well as transport services such as on-board rail catering (e.g., Trenitalia). Additionally, it includes sit-down dining and snack services at leisure venues, including stadiums (e.g., Murrayfield), zoos, museums, and prestigious cultural sites (e.g., the Vatican Museums). In France, we estimate that the Business & Industry market represents a potential size of approximately €4.6 billion as of the end of 2023, with an outsourcing rate among the highest in the industry at around 84%. This implies an outsourced catering market valued at approximately €3.9 billion.

Traditionally, contract caterers in the Business & Industry market tend to tailor their offering to specific clients to address their specific needs, hence catering concepts range from full-service dining rooms to self-service cafeterias and fast food and snack areas. Caterers provide meals that are typically prepared directly on-site by their own staff in kitchen areas and made available by clients. The Business & Industry market operates on the basis of a business-to-business model, where the direct client of the caterer is the company or private or public institution that owns or leases from third parties the space in which catering services are provided.

The COVID-19 pandemic has been a catalyst for certain long-term changes to the traditional business model in the Business & Industry market. The reorganization of workspaces and evolving work practices are expected to have a sustained impact on consumption patterns. In the private sector, high-street brand and grab and go concepts, which were already popular before the crisis, have seen a faster pace of development as well as new services relying on digital technology (click & collect and take-away solutions, etc.), enabling catering services to cover wider areas and broader timeslots. We expect the working from home trend, especially in white collar sites, to sustain though we have observed a return to office and an increase of attendance over the past year. As the catering requirements of our clients adjust to a lower number of required meals, the classic on-site production model is expected to evolve depending on the size of the site. However, we believe, and have already observed, that although attendance has decreased compared to pre-pandemic levels, end customers are increasingly willing to spend more when utilizing on-site dining facilities, driven by a heightened focus on health and food quality. This shift in consumer behavior is contributing to the premiumization of catering service offerings.

As a result, we have developed and launched new asset-light solutions with connected fridges and delivery of remotely produced food in central kitchen to better address the lower end of the market of customers providing 150 to 250 meals per day in a more profitable and efficient manner. For larger sites, on-site production is expected to remain the favored model but yet to coexist with a delivery model to address lower office footfall for certain days of the week. We are well positioned to cater to the changing dynamics within the Business & Industry market, thanks to our ability to leverage off our broad central kitchens' network, our modified atmospheric packaging knowhow, enabling longer shelf life, and advanced delivery capacities to capture the increasingly relevant small and medium-sized addressable market.

Education

The Education market comprises three main segments (pre-school, elementary, middle and high schools, and higher education establishments) and our clients in this market both include state-run and private establishments. Our historical clients in the Education market are local public authorities that have been outsourcing their catering to organizations able to guarantee the highest level of food safety and constant production volumes, with the necessary logistics capabilities for a long time.

Educational institutions vary in size and resources and therefore in their food service needs. Smaller sites, typically public primary schools, generally require meals to be prepared off-site and delivered to the school for final preparation. Larger institutions, such as private schools, public secondary schools and universities, tend to have sufficient space for kitchens where food can be prepared on-site or for other dining facilities such as fast food areas or snack bars.

Traditionally, the Education market has differentiated itself from other sub-segments notably due to the extensive use of central kitchens. In order to serve clients with limited on-site space for meal preparation, contract caterers have been given the opportunity to operate off-site central kitchens, from which large quantities of meals are prepared and delivered warm directly to several sites or kept chilled (or frozen) for delivery and consumption at a later date. Central kitchens operated by contract caterers are either built by public entities themselves to supply public schools within one or a group of municipalities and are operated by a private contract caterer, or are alternatively owned or leased from third parties. The contract caterer is responsible for staffing the kitchen and for supplying cookware and utensils. The Education market generally requires a higher level of capital expenditures when the central kitchen is owned by the caterer, because large cooking equipment, such as ovens and refrigerators, as well as packaging equipment need to be purchased and maintained by the caterer along with crockery and utensils.

In France, we estimate that the size of the Education market represents a potential of approximately €7 billion as of 2023. We estimate that the outsourcing rate is 33% which implies that the size of our outsourced catering market is approximately €2.3 billion. We believe that the Education market enjoys strong growth potential in particular for secondary schools and universities, with outsourcing rates still relatively low in both in Europe and the United States.

We have observed further acceleration of the outsourcing trend in Europe and the US as a result of the pandemic driven by public funding constraints and adapting new food service solutions to COVID-19 lessons (with an increased focus on digital & mobile solutions, wellness and nutrition). The COVID-19 pandemic has highlighted the social role of food service at schools and distribution of meals has continued in several countries (e.g. Spain, the US and the UK) even amidst lockdown measures and we expect that more attention to food will be given by families & public authorities leading to increasing demand for healthiness, transparency and menu personalization and the roll out of specific regulations such as the free lunch program in the UK. In the higher education sector, food delivery platforms have significantly increased their activity and it is expected that delivery remains at a higher level than pre-covid along with the increased use of mobility & digital services.

The terms of the contracts in the Education market differ based on the nature of the institution and on the country. Contracts with private entities tend to have an indefinite term, although contracts requiring significant capital expenditures generally have fixed durations of three to five years. Contracts with public entities tend to have a finite term, ranging from one year to up to 15 years depending on the nature of services provided and the level of capital expenditures required. In France in particular, contracts for the operation of a publicly owned central kitchen are viewed as a delegation of public service (*délégation de service public*) and are subject to special regulations. Typically, a fixed price is set per meal served that may be adjusted according to attendance, and clients are invoiced on a monthly basis.

Health & Welfare

Clients in the Health & Welfare market for contract catering include public and private healthcare and elder care facilities, including clinics, hospitals, rehabilitation centers and facilities for the care of the elderly and the disabled. Meals may either be prepared on-site by contract caterers, prepared off-site in central kitchens (although the use of central kitchens is less significant than in the Education market) or prepared by third parties.

Due to the nature of the setting and specific patients' needs, services provided to the Health & Welfare market tend to include other support services for healthcare facilities. For example, many contract caterers not only prepare meals on-site, but also arrange for the delivery of meals directly to patients in their rooms. Caterers also tailor meals to fit specific dietary guidelines and nutritional concerns for the ill or elderly. Contract terms in the Healthcare market generally resemble those in the Education market. Pricing is determined on a per meal or per day basis and clients are invoiced on a monthly basis.

In France, we estimate that the size of the Health & Welfare market amounts to €10.2 billion as of 2023. We estimate that the outsourcing rate is approximately 31% which implies that the size of our outsourced catering market is approximately €3.2 billion. We believe that the Health & Welfare market holds solid growth potential notably in France and the United States, due to general population aging, the market's still relatively low outsourcing rates, and the further development of value-added sub-segments, such as home meal deliveries, hospital after-care services, and new services related to an expected trend towards higher-end offerings in elder care facilities.

The development of ambulatory services resulting from savings attempts by governments could however lead to a reduction of nights in the short stay segment which will limit growth prospects in hospitals and clinics and lead to a change of operating models moving from on-site to central production units. In long stay and senior care homes, we expect new models of facilities to emerge partly through public funded programs following the trauma of COVID-19 which is expected to create new opportunities for an acceleration of outsourcing, notably linked to an increased demand for meals delivered at home to seniors.

Competitive Dynamics and Geographic Markets

In the countries where we operate, contract catering is characterized by a highly competitive environment, with a large number of small and mid-size regional or specialized operators competing with a few national and international players. In our markets, critical mass is a key competitive advantage, enabling the ability to offer pricing that aligns with client expectations. Additionally, large players like Elior are better positioned to secure major contracts, benefiting from their extensive salesforce and broad geographical footprint, which enhances proximity to customers.

In the recent years, we have witnessed new market entrants particularly in the Business & Industry sector with the emergence of Foodtech start-ups operating asset-light models (e.g. intelligent software for connected fridges), remote food production and digitally enabled service delivery. The established success of delivery platforms such as Deliveroo and Uber Eats has mainly occurred in the B2C space and we do not expect they will have a major impact on the core B2B space.

France

We estimate that the French outsourced catering market is worth approximately €8.1 billion as of 2023, representing 34% of the overall catering market, which amounted to €23.7 billion in 2023.

We believe that we were the second largest player in the French contract catering market in 2023. The French market is relatively concentrated, with the three leading players accounting for 61% of overall sales in 2023. The Group's main competitors in the French contract catering market are large multinationals, such as Sodexo and Compass, but we also face competition from smaller national caterers such as Api Restauration and RestAlliance.

Spain

We estimate that the Spanish outsourced catering market is worth approximately €1.6 billion as of 2021. We believe that this represented approximately 45% of the overall catering market, which we estimate to have been worth approximately €3.6 billion in 2021. Outsourced catering rates in Spain are mixed and we estimate that the outsourcing rate in the Business & Industry, Education and Health & Welfare are approximately 80%, 62% and 34%, respectively.

We believe that we are the largest contract caterer in Spain based on 2021 revenue, with an estimated 25% market share. We believe the Spanish market remains fragmented, with the top three contract caterers accounting for approximately 58% of all catering sales in 2021. We face competition in each of our markets from large companies such as Sodexo, Compass and Aramark.

Italy

We believe that the Italian contract catering market is composed of three different peer groups, namely (i) Cooperatives (representing 20% of the market) with strong local footprint and support from local public authorities), (ii) large international players (representing 28% of the market and including Elior) and (iii) private Italian companies (representing 11% of the market). We believe we hold 12% market shares which positions us as the number one player in Italy, largely ahead of Sodexo which holds 7% of market shares and also above the two cooperatives CAMST and CIR holding 10% each.

United Kingdom

We estimate that the outsourced catering market in the UK is worth £4 billion. We estimate that the market has increased by over 18% in 2023 yet still remains below pre-Covid levels. In the UK, B&I and Healthcare are the two sectors with the largest growth prospects.

We believe that we now hold the #5 position in the UK outsourced catering market following Compass acquisition of CH&CO, with market shares comparable to Mitie Group and Aramark. We have seen a consolidation wave in the UK market in the recent years lead by large players such as Compass which acquired CH&CO in January 2023, WSH which acquired Notes (UK high street coffee chain) in 2022, Aramark which acquired Graysons and its event catering arm By Word of Mouth.

United States

We estimate that the United States outsourced catering market is worth approximately $85.5 billion as of 2023. We estimate that outsourcing levels should accelerate driven by the education segment and especially the large universities: there was over $1 billion of outsourcing potential at the top 20 self-operated universities alone in 2023, with only a few RFPs since then. We believe that this slow-moving segment will eventually reach highs, as universities are increasingly looking to outsource foodservices. We believe that we are the fifth leading player in the American contract catering market.

Multiservices in France

The French multiservices market is a substantial and dynamic sector, with a market size of approximately €56 billion. This market offers significant growth opportunities, driven by low outsourcing levels, high fragmentation, and limited penetration of integrated service offerings. We stand out as a leader in this space thanks to our broad and diverse portfolio of complementary services, including cleaning, maintenance of green areas, energy efficiency solutions, industrial services, interim staffing, and aeronautics-related offerings.

In 2022, within this market, maintenance services accounted for €23.5 billion, cleaning services for €12.3 billion, security for €9.7 billion, and other ancillary services for €6.2 billion. Additionally, green spaces, vertical mobility, and reception services represent smaller but important sub-segments, with market sizes of €1.8 billion, €1.5 billion, and €0.6 billion, respectively.

France is considered to be one of the less mature markets in Europe for multiservices, characterized by a clear distinction between technical facility management and integrated facility management service contracts. This low market maturity is reflected in France's outsourcing levels, which remain below those observed in other European markets, indicating significant growth potential. However, the market's development could be constrained by limited growth in the existing building stock, primarily due to zoning regulations and rising construction costs.

Overall, the French market is expected to grow at an annual rate of 3.0%, slightly below the European market, expected to grow at 5%, compared to a pre-COVID growth rate of 1.4%. The market demonstrated resilience during the COVID-19 pandemic, with only a modest decline in global revenues. However, the French market experienced a more pronounced COVID-related downturn compared to other European markets, primarily due to longer lockdowns and a slower recovery trajectory. Price increases in the French multiservices market have been moderate compared to other European countries, reflecting less dynamic labor market conditions and slower wage growth. Nonetheless, structural changes following the COVID crisis have spurred greater demand for integrated services, cost-saving solutions, and environmentally sustainable practices.

In addition, facility management sector has also faced considerable inflationary pressures over the past two years, affecting all industry players. Inflation-driven cost increases have prompted operators to implement efficiency programs and adjust client contract prices through price indexation clauses and more flexible staff management through the use of temporary workers.

We believe we are the fifth largest player in the French market, which is moderately fragmented with a mix of large consolidated operators and specialized national players. The market is characterized by a dual structure, with some companies focusing on technical facility management services (such as Engie and Spie) and others specializing in integrated FM services (such as Sodexo).

BUSINESS

Overview

We are a leading international player in the contract catering and services sector, serving approximately 3.2 million customers daily across approximately 20,200 restaurants and points of sale worldwide through our catering services. Additionally, we manage and oversee client sites on a global scale through our diverse service offerings. We have over 133,000 employees based in eleven countries in Europe and North America, and a small presence in Asia. Following the acquisition of DMS in 2023, we enhanced our strategic plan to integrate our two businesses, contract catering and multiservice, thereby strengthening our competitive position in France and expanding our international reach. Our mission is to be a responsible caterer and facility management provider aiming for sustainable growth. Based on revenue generated in the year ended September 30, 2024, we estimate that we are the largest pure player in contract catering & multiservices in France, with leading positions in contract catering in Europe, the United States, the United Kingdom. In the year ended September 30, 2024, we generated Adjusted EBITDA of €333 million and total consolidated revenue of €6,053 million, of which €4,381 million was generated from our contract catering business and €1,655 million from our multiservices business.

Our contract catering business operates mainly in France, Spain, Portugal, Italy, the United Kingdom, the United States and India and serves three key client markets through 175 central kitchens worldwide: corporate entities and government agencies (Business & Industry), educational establishments (Education), and health and welfare establishments (Health & Welfare).

In each contract catering market in which we operate, we endeavor to tailor our services to meet each client and guest profile:

- In the Business & Industry market, our business model has historically been focused on providing outsourced contract catering services at our customers' premises, where we prepare and serve meals at corporate sites (SMEs, blue chip), government offices, museums, stadiums and on board trains. In accordance with the size and requirements of our operations, we implement new operating models, including the utilization of central production units (central kitchens), a strategy that has primarily been employed within the education sector to date. Additionally, we integrate innovations and digital solutions to enhance the efficiency and effectiveness of meal delivery.

- In the Education market, we operate the largest kitchen infrastructure in Europe, which allows us to combine high productivity with a local presence. We regularly use local and certified organic food in our homemade recipes to promote healthy eating habits among our younger guests, providing catering and services for both public and private education from early childhood, day-care, school (elementary and higher), through to university.

- In the Health & Welfare market, we deliver catering and services to hospitals, clinics, retirement homes and day-care centers for individuals with disabilities, the elderly, and dependents, including home delivery services. Our catering solutions are meticulously tailored to address specific patients' pathologies, with adaptations in texture and personalized nutritional protocols to meet individual needs.

Our multiservices business focuses on providing comprehensive soft facility management solutions and serves three key end-markets, with operations in France, Spain, Portugal, Germany, the United States and China. We estimate that we are the fourth-leading cleaning services provider in France and the number one provider of outsourced cleaning and hospitality services for the French healthcare sector:

- In the Tertiary sector, we provide cleaning and energy management services, including air conditioning and electrical facility maintenance, to ensure the seamless operation of offices, retail spaces, and other commercial buildings.

- In the Interim and Human Resources sector, we deliver tailored solutions for industries such as banking and insurance, logistics and transport, retail, construction, and aeronautics, providing temporary staffing and workforce support to address fluctuating demands.

- Finally, we address the Industrial and Urban markets, where we provide specialized solutions for industrial sites, engineering projects, and urban area management, leveraging our expertise to meet diverse client requirements with flexibility and precision.

Our Competitive Strengths

Our business benefits from a number of competitive strengths, including:

Operating in large and consistently growing addressable markets with strong fundamentals

The combined catering services and multiservices market in Europe and North America have demonstrated strong recovery and growth post-pandemic, surpassing pre-COVID levels. In Europe, the addressable market grew from €324 billion in 2019 to €383 billion in 2023, while North America saw an increase from €500 billion to €598 billion during the same period. This robust growth is underpinned by attractive opportunities in both regions, with an projected CAGR of 8.5% in North America and 5.9% in Europe for the 2023-2028 period. Additionally, the addressable market benefits from significant white space in self-operated segments, which represent approximately 50% of the total market, providing further expansion potential. Facility management constitutes the largest share of the market, accounting for 81% in Europe and 86% in North America in 2023, while catering services represent 19% and 14%, respectively. This distribution ensures stable revenue streams through facility management, complemented by additional growth opportunities in catering. These dynamics highlight the strength of the market fundamentals and underscore its attractiveness as a resilient and scalable opportunity for sustained growth.

The combined catering services and facility management market is driven by key factors including an accelerated rate of outsourcing, which has grown 2.5 times since 2022, reflecting increased demand for third-party services. Clients are increasingly favoring integrated service models that reduce complexity, enhance transparency, and ensure consistency in service quality. Industry consolidation has further amplified growth opportunities, with larger players leveraging economies of scale to offer bundled solutions that cater to diverse client needs. Furthermore, the market has shown resilience against inflationary pressures, with service providers demonstrating the ability to pass through rising costs while maintaining profitability.

Our key markets of France, Spain Italy, United Kingdom and United States of America where we enjoy strong, defensible positions and longstanding relationships with clients are historically among the largest and most stable markets for contract catering with high levels of outsourcing. The French catering services market, valued at €8.1 billion in 2023, presents significant growth opportunities due to its consolidated structure, dominated by the top three players (Elior, representing 22% of the market share, Sodexo, representing 23% of the market share, and Compass, representing 16% of the market share). This competitive landscape enables us to leverage economies of scale and enhance our ability to secure large, high-margin contracts through competitive tenders. Furthermore, this market displays substantial whitespace in the Healthcare (representing 13% of the catering market with only 34% outsourced), Education (representing 30% of the catering market, 33% outsourced) and Social (representing 30% of the catering market, 30% outsourced) market segments. These segments represent significant growth potential, driven by the under penetration of outsourcing compared to the more saturated Business & Industry segment (representing 19% of the catering market with a high outsourcing rate of 84%). We are well-positioned to capitalize on these opportunities, leveraging our scale, expertise, reputation and tailored offerings to drive increased penetration in these high-potential, underdeveloped segments. This favorable market environment, coupled with ongoing consolidation and increased outsourcing trends, underscores our strategic advantage and reinforces the long-term growth potential of our business.

The facility management market represents a fast-growing and resilient sector, underpinned by historical stability even during challenging periods such as COVID-19 and high inflation. With a projected CAGR of 5% from 2023 to 2028 in Europe, the market is poised for sustained growth, driven by increased customer focus on core business activities, heightened demand for cost-saving solutions, accelerated outsourcing, and growing attention to environmental and social concerns. We see significant opportunities in the integrated services segment, which remains underpenetrated in the French market, where only 8% of offers are currently integrated compared to 26% in the UK. This disparity highlights the potential to drive adoption of our multiservice solutions, aligning with evolving customer preferences for comprehensive, streamlined offerings. Our competitive positioning enables us to cater to a broad spectrum of customer needs, from specialist industrial services to fully integrated facility management solutions. Leveraging our expertise in both soft and hard services, we are well-equipped to capitalize on shifting market dynamics and deliver sustainable growth in this attractive and evolving sector.

Undisputable leading operator serving a global base of blue-chip customers

We stand out as a clear leader in our two markets, catering and multiservices, across various geographies, while strengthening our presence in promising markets. In France, we are one of the largest pure player in contract catering & multiservices in terms of revenue in 2023, with nearly €300 million more in revenue compared to our main competitor, Sodexo. The contract catering market is characterized by a large number of small and mid-size regional or specialized operators competing with a few national or international players. In our markets, critical mass is an essential competitive factor, as it creates the ability to offer prices that match market expectations. We are well-positioned as a market leader, and we estimate we occupy the #2 position in France, #1 in Spain, #1 in Italy, #3 in India (in Corporates and Business & Industry) #5 in the United Kingdom and #5 in the United States, a market which offers attractive opportunities to further grow our footprint. In the multiservices business, we estimate that we are the fourth-leading cleaning services provider in France and the number one provider of outsourced cleaning and hospitality services for the French healthcare sector. We also estimate that we are the leading provider of services to the aerospace industry in Europe.

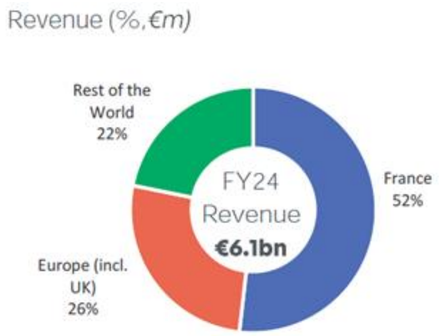
Furthermore, our business model is reinforced by a broad and diverse client portfolio. Capitalizing on our strong market position, we successfully pursued targeted growth opportunities while simultaneously focusing on securing larger contracts that provide expanded geographic coverage and a wide array of services. We seek to partner with our clients, and we distinguish our value proposition through the size of our offering, our ability to exploit economies of scale both in procurement (a key cost item permitting us to deliver contracts more competitively) but also in innovation. Our leadership is based on competitive pricing solutions, a more diverse and healthier offering range, and more efficient safety and hygiene regulation compliance.

Our differentiated features attract a large and diversified customer base. Our retention rate (excluding voluntary exists) for the year ended September 30, 2024 was 92.7%. Nonetheless, our revenues are diversified and we have avoided dependence on any single client, which provides our platform with the stability and strength to navigate changing market conditions. For the year ended September 30, 2024, our ten largest clients accounted for approximately 13% of total revenue. Our 30-year track record of providing outsourced contract catering solutions to a variety of markets for operators both large and small has permitted us to accumulate expertise which we deploy to tailor offerings matching customers' specific needs with varying contractual features that promotes client stickiness and retention. We pride ourselves with building long-standing relationships with our clients. Over the past decade, we have secured significant contract wins with select clients, including Airbus, Allianz, Renault, Trenitalia, Ramsay Santé, McDonald's, Thales, Latécoère, and SNCF. In addition, we offer favorable contract features. Our long term contracts have on average between three and five years duration. We maintain a balanced portfolio between public sector and non-public sector clients, with over 60% of our revenue generated by non-public sector clients. The loyalty from our clients is premised on superior service delivery as well as close collaboration together to drive bespoke solutions.

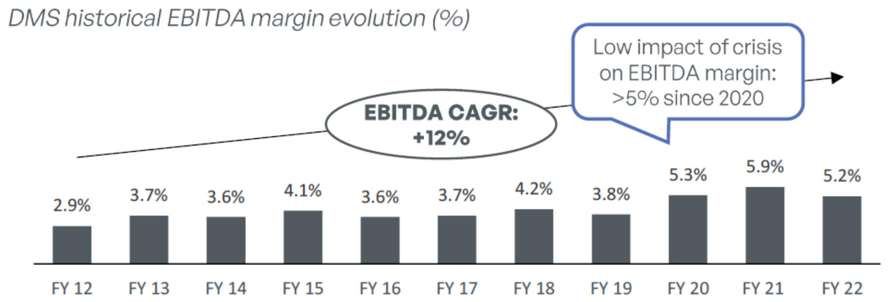
We demonstrated strong client momentum over the period 2023-2024, leveraging our expertise to secure impactful contracts across diverse sectors. In the United States, we solidified our presence by winning one of only two state-wide senior nutrition contracts in Alabama, delivering 30,000 meals daily with unmatched reliability and adherence to strict nutritional standards. In France, a new client in the private education sector entrusted us with a comprehensive package of catering, event organization, and cleaning services, with 1,200 daily meals served and showcasing its ability to deliver high-quality solutions tailored to customer needs. In Spain, a historical client of our multiservices business selected us over two competitors for a major catering contract covering seven sites and an international training center, serving 14,000 employees daily. These successes underline our ability to solidify our position as a trusted partner across multiple geographies and industries and the cross selling across our main businesses.

Resilient, diversified, asset-light business model, reinforced by the highly synergistic multiservices segment.

We operate a resilient business model, underpinned by a diverse business mix, loyal client base, and multi-year contracts. The strength of our business is mainly due to the wide diversity of our operations, in terms of both business sectors and geographies. Our diversified business portfolio uniquely positions us within the contract catering sector, providing a competitive advantage, particularly during the pandemic. This was primarily due to our limited exposure to the disrupted white-collar segment, which represented only 16% of our total revenue and 23% of our catering revenue for the year ended September 30, 2024. Our international presence has been growing for over a decade, highlighted by our entry into the U.S. market in 2013, now the largest and fastest-growing market in the world, where we rank as the #5 player in terms of revenue. We continue to expand globally, leveraging local resources to drive growth, as demonstrated by our recent development in India and our recent acquisition in Hong Kong. The chart below illustrates the revenue breakdown by geography for the year ended September 30, 2024.



Our diversification strategy extends to the highly stable multiservices activity, which has demonstrated resilience even in periods of economic downturn such as COVID-19. With an EBITDA CAGR of 12% over the 2012-2022 period and margins consistently exceeding 5% since 2020, the segment delivers mission-critical services while maintaining the flexibility to adjust staffing requirements as needed. Around three-quarters of payroll operates under partial-time contracts, ensuring cost efficiency. Additionally, multiservices contracts are predominantly structured on a profit-and-loss basis, supported by public authorities, and feature integrated solutions that involve complex service requirements and personnel transfers, with longer durations that provide sustained revenue visibility. The following chart illustrates the evolution of DMS historical EBITDA margin between 2012 and 2022.

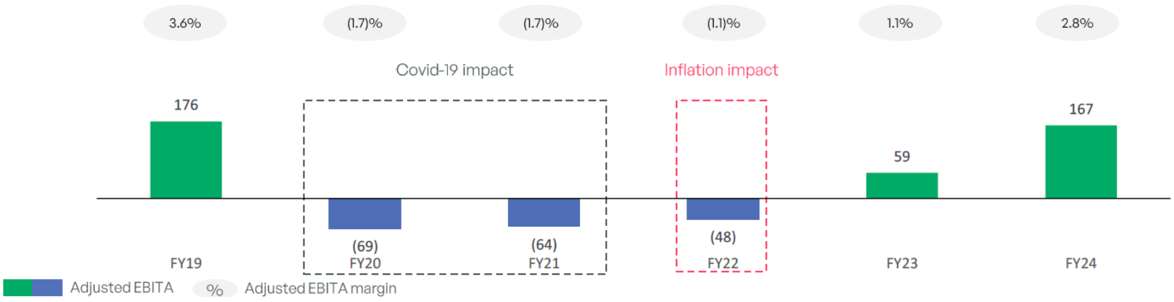


We also operate a lean capital expenditure model that drives high operational flexibility while ensuring the preservation of cash flow. Our capital expenditures management strategy demonstrates agility, allowing us to adjust investments during economic downturns to safeguard operating cash flow. This approach has resulted in a steady reduction of capital expenditures as a percentage of revenue, from 2.2% in the year ended September 30, 2020 to 1.6% in the year ended September 30, 2024, showcasing our ability to align spending with financial priorities without compromising operational efficiency.

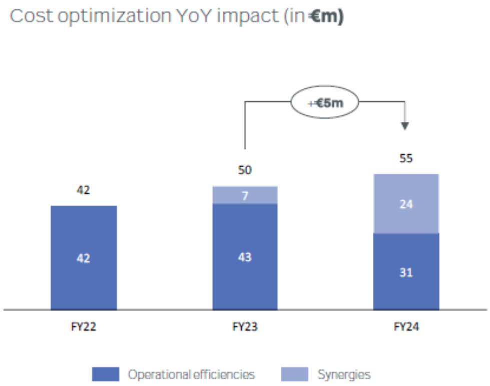
For the year ended September 30, 2024, our capital expenditures reached €98 million. In the catering contract segment, these investments were primarily directed towards development, maintenance, and productivity enhancements, such as upgrading equipment for central kitchens and on-site kitchen facilities. For the year ended September 30, 2024, our expenditures in the multiservices segment focused on the renewal of critical assets like washing machines. This disciplined and targeted approach to capital expenditures ensures we remain adaptable and well-positioned to protect cash generation, even in challenging market conditions.

Improving profitability notably thanks to cost optimization and successful control of inflation.

We have demonstrated a robust ability to restore profitability following the COVID-19 crisis and inflationary episodes, underpinned by strategic cost optimization efforts, flexible cost structures, and disciplined contract management. Our recovery has been driven by several profitability improvement levers, including revenue price increases, the acquisition of profitable new business, the voluntary exit of loss-making contracts, significant operating cost and process optimizations, in addition to the integration of DMS. After navigating the challenging impacts of COVID-19 and inflation, our Adjusted EBITA has rebounded strongly, reaching €59 million in the year ended September 30, 2023 and €167 million in the year ended September 30, 2024, reflecting an Adjusted EBITA margin improvement to 3%. The chart below shows the evolution of our Adjusted EBITA between 2019 and 2024.



Additionally, our disciplined focus on cost optimization and our highly flexible cost structure has delivered continuous savings. Since 2022, we have consistently optimized our costs year over year, increasing the impact of synergies and operational efficiencies from €42 million in 2022 to €55 million in 2024. This chart illustrates the year-over-year impact of our cost optimization efforts between 2022 and 2024.



Additionally, our cost structure is designed to provide resilience, with approximately 80% of our costs being variable or semi-variable. This flexibility enables us to respond effectively to market changes while maintaining margin stability. By carefully managing variable costs, such as raw materials, and semi-variable costs like labor and occupancy, we ensure a robust foundation that supports both operational excellence and financial strength. This structure allows us to rapidly adapt to changing market conditions, maintaining profitability even in challenging environments.

Furthermore, our ability to successfully renegotiate contracts amidst inflation normalization highlights our strategic resilience and adaptability. With food cost inflation returning to levels below 2022, we have achieved significant progress in price renegotiations and contract adjustments. Annualized price renegotiations representing €139 million in 2022 have shown substantial gains, reaching €312 million in 2023 and €462 million in 2024. In 2024, we also implemented an average annual price revision of over 3.3% across all end-markets, demonstrating our ability to align pricing with inflationary trends. In addition, our retention rate of 91.2% (or 92.7% excluding voluntary contract exits), which aligns with our peers considering the geographic footprint mix and specifically our underexposure to the US market, underscores our commitment to long-term client relationships while selectively optimizing our portfolio. Voluntary exits from unprofitable contracts in 2024 resulted in a €2 million EBITA gain despite an €84 million revenue reduction, emphasizing our focus on quality over quantity. Our approach has also delivered greater contract flexibility and new opportunities. We successfully secured new contracts while completing renegotiations of existing ones to enhance cost flexibility. This adaptability allows us to navigate evolving market conditions while protecting margins and sustaining growth.

Furthermore, our robust catering contracts management culture underpins our resilience and ability to adapt to external challenges such as inflation. A majority of our contracts follow a profit-and-loss model, primarily concentrated in Business & Industry and Education across key geographies, including France, Spain, the UK, and the US. These contracts are largely indexed to Consumer Price Index or a Food Price index, ensuring alignment with market dynamics. Additionally, new contract formulas incorporate a mix of food and wage inflation, providing enhanced flexibility in managing cost volatility. Cost-plus contracts, representing a small portion of our base, offer strong protection against inflation and are primarily utilized in the UK and US care home markets and Business & Industry. Fixed-cost contracts, also account for an even smaller portion of our base, are mainly present in Spain and Italy, where we carefully manage risks through tailored pricing strategies.

Between 2022 and 2023, we successfully renegotiated pricing and contract terms to respond to the challenges posed by high inflation. Our renegotiations achieved improved pricing indexation, with revised formulas based on food and wage inflation, and enhanced contract revision frequencies, allowing for price adjustments on an annual, semi-annual, or quarterly basis. This has resulted in significantly improved inflation pass-through rates.

Our ability to implement dynamic pricing, maintain competitive contract structures, and optimize inflation pass-through demonstrates the strength of our contract management capabilities. This proactive approach ensures long-term client relationships, operational stability, and profitability even in challenging economic conditions.

Empowered new governance and experienced management team

Following the acquisition of DMS and the entry of Derichebourg, our main shareholder, into our shareholder base in 2023, we have established a solid and enhanced governance that is strongly supported by our main shareholder's commitment and an experienced management team. Our governance model is built on key principles of independence, balance, and rigorous oversight. A balanced board of directors, with a strong focus on independence and gender diversity, further enhances oversight and decision-making capabilities. Our governance is reinforced by a strict selection process for independent directors, ensuring the highest standards of integrity. In addition, Derichebourg is subject to a lockup and standstill agreement, ensuring stability and long-term alignment with the group's strategic objectives.

Our systematic control mechanism is deployed throughout the organization led by functional leaders. Our management has a long history of operating in the catering and retail industries along with an enviable record of long-term profitable growth throughout business cycles. Our senior management team includes Boris Derichebourg, Group COO and Chairman of DMS, with 17 years of experience at DMS and a proven track record in leading operational excellence. Maximilien Pellegrini joined as CEO of Elier North America in 2024, bringing 20 years of experience in senior leadership roles at global companies. Simon Pebeyre, CEO of Derichebourg Facility and Elior Services, has over 20 years of experience in facilities and services management. Antonio Llorens, CEO of Serunion and Spain, adds over 35 years of experience in the contract catering industry. Pascal Lannette, Chairman of Derichebourg Aeronautics, and Catherine Roe, CEO of Elior UK, further strengthen the team with decades of expertise in their respective fields. Together, they provide the strategic vision and operational expertise required to drive our growth and maintain leadership across markets.

We also benefit from the experience and industry know-how of our management team piloting a decentralized structure driven by a strong entrepreneurial mindset by empowering its members. In addition, our structure is lean with few layers between top-management and front line. This encourages strong commitment and entrepreneurial spirit across the group, permitting our organization to seize opportunities as they become available and evolve in line with our markets and clients' business models. Furthermore, we believe our empowerment of local leadership in each of our geographies, along with our entrepreneurial mindsets, allows top management to agilely take decisions for clear and focused strategies.

Our Competitive Strategies

Following the acquisition of DMS in 2023, we enhanced our strategic plan to integrate our two businesses, contract catering and multiservices, thereby strengthening our competitive position in France and expanding our international reach. We intend to execute our strategy with a focus on customer-centric innovation, driven by the know-how and expertise developed across our global platform. This will be coupled with a strong emphasis on aligning and empowering our people to fully leverage the maximum capabilities of our talented workforce and asset base, maximizing impact.

Shift business mix towards attractive markets and clients

We intend to continue a polycentric approach to growth. While continuing to grow our core French business, we have successfully expanded our international presence into geographies with growing contract catering outsourcing trends with accretive profitability profiles for our business, especially the United States and the United Kingdom. We are now well positioned to gear new business development towards the most attractive segments and clients. This allows us to secure higher margins by converting self-operated catering services to new outsourced contracts.

We expect to expand and further create value for clients through innovative offerings with supporting digital solutions and entering new markets, such as on-board catering for trains and grouped meal delivers to SMEs. We will focus on selected country specific adjacencies to support growth ambitions across segments. Further, we will continue to improve geographic and/or segment mix in order to protect revenue impacts from poor country or market segment performance. We will concentrate our efforts on a selected group of countries to target local markets, while leveraging best practices, proprietary recipes, and offerings. We intend to expand our strong positions across key market segments in larger geographies, including the United States, with a focus on targeted sectors, such as community meals and corrections. We are strategically expanding our focus to include smaller-sized contracts and business segments, which were not prioritized in the past, to diversify revenue streams and capture new growth opportunities.

Increase customer centricity through CSR and increase cross-sell/upsell in services

We are committed to increasing customer centricity with a clear and proactive focus on CSR. By placing the customer at the heart of our strategy, we aim to become the caterer of choice, focusing on the quality and diversity of our food offerings, alongside the integration of digital solutions to meet evolving customer requirements.

We continue to drive innovation through our original fast-food solutions and grab-and-go offerings, while leveraging digital technology to provide enhanced customer experiences like click-and-collect services and direct engagement with end clients. These solutions aim to increase footfall in Business & Industry and Education segments. For example, in the UK, our focus on engaging parents in the Education market is a key driver of success.

In the Business & Industry market segment, we plan to target new segments such as small and medium-sized businesses. We aim to reinvent our offerings in response to changing work environments and consolidate our leadership in countries where we operate. By developing high-quality, segmented offerings tailored to specific client needs and site configurations, we will further strengthen our market position.

In the Education market segment, where outsourcing rates remain low, we are introducing contemporary concepts tailored to students' needs. Outsourcing presents an attractive solution for municipalities navigating tight budgets and stringent regulatory requirements. We will also target niche markets, such as the early childhood segment in France, and adapt to emerging trends such as homeschooling through innovative solutions like Elior NA's K-12 program, which supports virtual schooling and the National School Lunch Program.

In Health and Social market segment, our strategy focuses on addressing the unique risks faced by vulnerable populations, such as malnutrition. We are designing cutting-edge food and beverage solutions for nursing homes, facilities for disabled individuals, and other value-added sub-segments.

We plan to continue to increase our cross-sell in our services through special works and facility management. This approach ensures that we maximize the value of our integrated service offerings while meeting the diverse needs of our clients across sectors.

Further grow integrated services offering

We are strategically focused on expanding our integrated services offering, capitalizing on significant market opportunities. Currently, integrated service contracts represent 26% of the market in the United Kingdom, compared to only 8% in France. This disparity highlights substantial growth potential in the French market, where integrated solutions remain underpenetrated. In addition, integrated services are expected to grow at a significantly faster rate than the broader market, driven by evolving client needs and macroeconomic trends. Businesses are increasingly seeking cost-saving solutions, and our integrated services provide an efficient way to consolidate various facility management needs under a single contract. This approach not only reduces costs but also simplifies vendor management and enhances operational efficiency.

Systematic focus on retention

Client retention is at the core of our business model and we are proud of the many clients we have been privileged to serve for many years. In contract catering, renewal of contacts often delivers better value for us and our clients as we are typically in the position to apply the knowhow gained in the previous performance of the contract, recalibrate pricing if necessary and adapt service offering to guest demand. Our strategy calls for reaching our target of 95% retention rate by continuing to strengthen our offer portfolio with existing clients, deploying systematic processes to apply lessons learned and improve our renewal pitch, and adopting various tools to monitor client satisfaction. This would also be achieved through further penetration of key geographies displaying higher average retention rate, such as the United States. We intend to proactively manage contracts and leverage new offers to retain smaller contracts (less than 150 meals per day) with new asset light formats. In Italy, we will drive retention rates with innovation showing new opportunities which include modified atmosphere packaging. This technology extends shelf-life of freshly cooked meals while preserving the quality of our offering. We have untapped profitable opportunities up to 150 kilometers from our central productions units.

Continuous cost optimization

We will continue to focus on cost control and efficiency measures, promoting a culture of constant improvement as an important part of our strategy. We intend to increase our share of centrally managed contracts to maximize volume rebates, while respecting local food traditions. We plan on optimizing food costs through maximizing the utilization of our central production unit capacity which can be used to prepare meals that are served at other sites. We also intend to pursue optimization of overhead costs and selling, general and administrative expenses through shared services, right-sizing the layers within our organization and investing in process automation where it makes business sense to do so. Though we have already made improvements in labor force rationalization, we believe there are still optimization initiatives that can be gainfully harnessed.

Focus on deleveraging, cash management and allocation

Cost control, cash generation and deleveraging remain core to our management's strategy for the Group. We have recently secured an upsized Securitization Program, backed by receivables from both catering contracts and multiservices activities. This program enhances our financial flexibility, ensuring the Group maintains robust liquidity to meet operational and strategic needs. Our financial strategy also focuses on the optimization of our leverage, as we aim to reduce our leverage ratio to below 3.0x by the end of 2026. This goal is supported by disciplined cash management efforts, which focus on improving working capital and returning to normalized levels by 2025 once the ramp-up of the new securitization program is complete. Our capital expenditure remains contained, aligned with historical trends at approximately 2% of sales. Additionally, our conservative M&A strategy is centered on targeted, bolt-on opportunities, ensuring financial discipline while capturing growth opportunities. This approach supports a clear deleveraging path under a prudent financial policy. Our hedging strategy is also designed to mitigate interest rate risk, ensuring financial predictability. Currently, 65% of our gross debt benefits from a fixed or hedged interest rate as of September 2024. We employ a mix of interest rate swaps and caps to manage future financial needs, safeguarding us against market volatility.

History and Development

Since we were founded in 1991, we have grown from a contract caterer with operations only in France to an international group with two core businesses: contract catering and services. We currently operate in eleven countries.

We were co-founded by Francis Markus and Robert Zolade who, together with 300 managers, acquired a 35% stake in Générale de Restauration, the contract catering subsidiary of the Accor group.

In 1993, we entered the French concession catering market and became the market leader in 1997. In 1998 it adopted the name "Elior," and in 1999 began accelerating our development in the European contract catering market through acquisitions in the United Kingdom, Spain and Italy.

In 2000, we were first listed on the Premier Marché of Euronext Paris and shortly afterwards we expanded our concession catering business in Spain and Italy through partnerships with MyChef and Areas, and built up our presence in contract catering in Spain through an alliance with Serunion. We further diversified our business by entering the services industry in France in 2004 through the acquisition of Hôpital Service, a company that provides services for healthcare establishments (specialized cleaning and hospitality).

In 2006, we delisted from Euronext Paris and were taken private by Charterhouse, Chequers and Robert Zolade.

As from the beginning of 2010 we engaged in a number of acquisitions in various markets and businesses, beginning in that year with Copra, an Italian contract caterer, as well as Sin&Stes, one of France's leading corporate cleaning services firms, which pushed it up to the position of sixth-largest contract cleaning company in France. In 2011, we expanded our contract catering business in Spain by acquiring the Alessa Catering group. In early 2012, we consolidated our operations under the "Elior" brand name, which also became our trade name in France, the United Kingdom and Italy. Also in 2012, we acquired two contract catering companies: Gemeaz in Italy (which made us the country's leading contract caterer), and Ansamble in France (which placed us as France's joint leader in the contract catering market). In 2013, we entered the US contract catering market by acquiring TrustHouse Services (since renamed Elior North America), a leading player in the education and healthcare sectors in the United States. In October 2014, the Group acquired Lexington, a UK-based contract caterer specialized in high-end catering services in the City of London.

On June 11, 2014, we were relisted on the regulated market of Euronext Paris.

In 2015, we reinforced our position as a global player in the concession catering market by raising our stake in Areas to 100%. We also increased our contract catering presence in the United States by acquiring Starr Catering Group (since renamed Constellation Culinary Group), a US market leader that offers a full range of premium catering services.

In 2016, THS took on our flagship contract catering brand name, becoming Elior North America. During that year, Elior North America acquired ABL Management, which operates in the university and corrections segments, and Preferred Meals (specialized in contract catering and home deliveries in the education and seniors markets). In the United Kingdom, Elior acquired Waterfall Catering Group, which operates in the growth markets of education and healthcare, and as a result became the UK's fourth-largest contract caterer. We also made our entry into Asia in 2016, by simultaneously acquiring two contract caterers in India: MegaBite Food Services and CRCL.

In 2017, we pursued the expansion of our contract catering activities in the United States by successively acquiring CBM Managed Services, Lancer Hospitality, Abigail Kirsch, Corporate Chefs, Design Cuisine and Sidekim. The acquisition of Corporate Chefs strengthened Elior North America's positions in the premium corporate catering market and the education sector. Lancer Hospitality provides professional food management services in a variety of settings including cultural venues, leisure attractions, business centers, schools and healthcare facilities. As it is based in Minnesota, the acquisition of Lancer Hospitality enabled us to broaden its presence in the US.

In 2018, we acquired a new company in the United States – Bateman Community Living – reinforcing Elior North America's position in the seniors catering sector. In total, we have carried out 19 acquisitions in the United States in the space of three years.

In 2019, having reviewed the strategic options for its concession catering business, we sold our subsidiary Areas, opening up a new chapter in its history by refocusing on its long-standing businesses of contract catering and services. At the same time, we launched our New Elior strategic plan, which sets out our roadmap up until 2024.

Also in 2019, Elior reinforced its leading position in senior nutrition and community meals in the United States, by creating TRIO Community Meals, bringing together three regional brands.

In the United Kingdom in 2019, then in the United States in 2020, Elior launched Lexington Independents to create a single brand to the serve independent schools. This new brand has strengthened our presence in the private education market, offering bespoke catering solutions for both pupils and teachers.

In 2021, we updated our New Elior strategic plan, and rebranded as "Definitely New Elior", to take into account the impacts of the Covid crisis on the plan's original assumptions (such as priority segments and business development avenues). The update also outlines a new financial trajectory through 2024. However, the core structure and fundamentals of the plan remain unchanged.

In 2021, Elior was the first contract caterer to launch the Nutri-Score food coding system in its school canteens and corporate restaurants, and it sold its majority stake in CRCL (India) to the company's founder.

A new chapter in our history began in 2022 when Derichebourg became a shareholder by purchasing the shares of the Group's founding shareholder, Robert Zolade. On April 18, 2023, Derichebourg transferred DMS to Elior, creating a new international leader in contract catering and multiservices.

In 2024, we announced the opening of an Apprenticeship Training Center in line with our strong commitments to employment opportunities and knowledge transfer.

On April 30, 2024, we signed an agreement to acquire DCK Catering, a school catering company based and operating in Hong Kong. This acquisition is expected to strengthen our positions in the contract catering market in Asia. Since establishing operations in India in 2017, we have accelerated our expansion efforts, especially following Derichebourg's entry into our capital in 2023, through robust organic growth and strategic bolt-on acquisitions.

For the year ended September 30, 2024, the Group's revenue amounted to €6,053 million.

Our Business Segments

Contract Catering

Our contract catering business addresses three different customer markets: Business & Industry (companies and government agencies), Education (private and public educational establishments, from nurseries to higher-education), and Health & Welfare (private, public and not-for-profit healthcare providers and the operators of care homes and welfare establishments). We operate in seven main countries: France, Italy, Germany, Portugal, Spain, the United Kingdom, the United States, China and India.

Through this business, we offer dining services, meal deliveries, vending solutions and foodservices technical support.

For the year ended September 30, 2024, the Contract Catering business generated a revenue of €4,381 million (representing 72% of our total revenues). As of September 30, 2024, as part of our contract catering business, we

- operate 20,200 restaurants and points of sale in six main countries;
- receive 3.2 million guests per day; and
- manage 76,500 employees worldwide.

Business & Industry

Elior proposes catering services and cleaning services (in France) to businesses in all types of sectors, ranging from manufacturing to financial services, and of all sizes, from SMEs to international corporations, adapting its offerings to their varied and specific needs.

Our Business & Industry market comprises 4,700 restaurants with 942,000 guests per day as of September 30, 2024.

The Business & Industry market comprises private sector clients in the manufacturing and tertiary industries, including leisure and transportation, as well as institutions such as public-sector companies, government agencies, cultural organizations, military bases, and corrections facilities. Our expertise now also enables us to offer catering services to small and mid-sized enterprises (SMEs), thanks to the development of dedicated technological solutions (mobile apps, smart fridges, etc.).

We propose varied offerings that are specifically targeted to our different market segments and we constantly innovate to create catering solutions that meet the changing needs and expectations of our guests. The ways we seek to achieve these aims include taking inspiration from commercial catering, digitalizing certain services, and broadening our offerings (in terms of serving times, venues, menus, recipes, etc.).

Education

The Education market comprises three main segments (pre-school; elementary, middle and high schools; and higher education) and our clients in this market include both state-run and private establishments.

Our Education market comprises 12,200 school restaurants with 1.8 million children and students catered per day in Europe and the United States as of September 30, 2024.

Clients in the Education market include public and private education institutions covering a broad spectrum of ages, ranging from pre-school day-care centers and elementary and secondary schools through to universities and other higher education institutions.

School catering is one of our long-standing markets. Thanks to our network of central kitchens in Europe and the United States, combined with our know-how in managing small sites, and our expertise in food hygiene, safety, and traceability, we enjoy a solid leadership position in both the public and private education sector in Europe.

With 75 central kitchens in France, Spain, and Italy, we have the largest central kitchen infrastructure in Europe, with a regional network that enables us to combine high productivity with a local presence. We have a similar infrastructure in the United States, giving us a strong platform for consolidating our leadership positions.

Keenly aware of the role we have to play in educating tastes and encouraging healthy eating, the Group pays particular attention to the flavor of the food we serve, as well as to using local and certified food and "homemade" recipes. We also take care to pass on the message to our young guests about the importance of taking pleasure in eating well.

One of the main challenges in the Education market for Elior, like other caterers, is to demonstrate the quality of our services and make market players aware that quality has a price tag.

Health & Welfare

The Health & Welfare market covers the following main segments: health (public hospitals and groups of private clinics), seniors, residential homes and day-care centers for disabled and/or dependent people, and non-profit organizations that provide community meal services.

Our Health & Welfare market comprises 2,900 restaurants with 450,000 guests per day as of September 30, 2024.

The Group's main clients in the Health & Welfare market are hospitals, clinics, retirement homes, residential homes, and day-care centers for disabled, elderly, and dependent people, as well as non-profit organizations that provide community meal services. Whatever the venue, meals form part of the overall care process in this market, and a good diet contributes to the recovery of patients and the well-being of care home residents.

The Group designs catering offerings for health and welfare establishments that combine nutrition with the enjoyment of eating. In the hospital segment, catering solutions are tailored to each patient's pathology, and the new generation of cafeterias add to the well-being of both staff and visitors. For seniors, the Group draws on its expertise in food hygiene and safety, and has a strong focus on innovation. It specializes in specifically adapted textures and nutrient-rich food for seniors, and has developed solutions for delivering meals to people at home and in congregate settings.

The Group's teams also offer support to clients that are adapting their business models to the increase in outpatient surgery, by providing new services for patients from before they are hospitalized until they go home, including a specially-adapted type of on-site catering.

Multiservices

Through the acquisition of DMS on April 18, 2023, we have significantly expanded our multiservices offering, enlarged our customer base, increased our regional presence in France, and extended our international reach.

For the year ended September 30, 2024, the Multiservices business generated a revenue of €1,655 million (representing 27% of our total revenues). We operate in 230 locations and manage 56,700 employees.

Our Multiservices business brings together a large number of activities that have two features in common:

- clients seeking to outsource certain functions so they can focus on their core business; and
- high labor intensity of the services provided.

In this business, we mainly operate in France but also have an international presence, in Portugal, Spain, Germany, the United States, and China. We offer our clients five complementary solutions and the benefit of the synergies that exist between them, particularly in terms of technical engineering, HR management, business development, innovation, digital solutions and service excellence.

Our five main areas of expertise are:

- solutions for tertiary sector (cleaning and energy service providers offer, enhancing well-being, performance, and energy efficiency through comprehensive maintenance and specialized services);
- solutions for the aeronautics sector (support in aircraft assembly, quality inspection, and production processes, offering turnkey services from manufacturing engineering to delivery support);
- HR & temporary staffing solutions (providing companies with flexibility and job-seekers with career opportunities, including general and aeronautics-specific staffing, recruitment, and training programs);

- Urban area solutions (for regional and local governments enhancing urban living environments and energy performance, including public lighting, street furniture, parks, roadworks, utility works, stadium lighting, traffic systems, festive decorations, and video projection); and

- solutions for the health & welfare sector (specialized cleaning, laundry, and hospital meal provision, expertise in hygiene and disinfection, high-quality reception and support services that enhance patient experience and meet evolving healthcare needs).

Solutions for the tertiary sector

These solutions include all services that ensure the proper functioning and sustainability of buildings, such as electrical engineering, air conditioning engineering, multi-technical maintenance, cleaning, remote surveillance, handling, and grounds maintenance.

In addition, these services cater to the needs and well-being of the buildings occupants, offering reception and concierge services, mail services, general maintenance and assistance workers.

The two largest activities by revenue in this segment are energy (air conditioning engineering, electrical engineering, and multi-technical maintenance) and cleaning.

Cleaning

In today's market, cleaning has become a strategic activity, that directly impacts many key factors for people and organizations, including well-being, performance, comfort and health. This market is also changing considerably, with end-user needs influencing client needs.

Derichebourg Propreté is one of the leading players in this market in France. Because intervention requirements and conditions vary across business sectors, we offer specific expertise for both private- and public-sector organizations, providing a comprehensive range of services covering all types of spaces, from the simplest to the most complex. Derichebourg Propreté is also equipped to provide handling and logistics services.

Energy

To add value to their assets and maximize operating profit, property managers must continually seek ways to improve energy performance while ensuring the reliability and sustainability of buildings and their facilities. They also need to provide building occupants with the highest standards of safety and comfort.

Derichebourg Energie constructs and operates air conditioning and electrical facilities and provides long-term maintenance. It offers a full suite of services, ranging from construction projects to mono-technical and multi-technical maintenance, with the services provided either at the client's site or on a roaming basis. Derichebourg Energie's commitment to preventive maintenance ensures the longevity of our clients' facilities.

Solutions for the aeronautics sector

Our Multiservices solutions include services where we work directly within customer production processes, mainly in the aeronautics sector.

Derichebourg Aeronautics Services is involved in aircraft assembly and quality inspection, serving as a major subcontractor in the industry. It offers a comprehensive array of turnkey services, ranging from manufacturing engineering to production and delivery support.

HR & temporary staffing solutions

Temporary staffing benefits both companies and job-seekers. Companies are increasingly looking for responsiveness and flexibility in their work organization and payroll management. Temporary employment is also a springboard for job-seekers, providing them with access to jobs and training programs that can support their career development. This evolving sector, focused on skills creation, is a driver for employability.

HR & temporary staffing solutions include general temporary staffing, temporary aeronautics staffing, recruitment and a training center for aeronautics trades.

Derichebourg Intérim et Recrutement

Derichebourg Intérim et Recrutement provides a complete recruitment solution (temporary, fixed-term and permanent contracts) for companies currently experiencing increasing recruitment needs to meet their business growth and absorb seasonal activity peaks.

Derichebourg Intérim et Recrutement assigns workers to companies in multiple sectors: the tertiary sector, banking, finance, insurance, logistics/transportation, sales/retail, construction and industry.

Derichebourg Aeronautics Training

In 2008, Derichebourg Multiservices set up its own aeronautical services training school, Derichebourg Aeronautics Training. Based in Toulouse, this school provides a wide range of training sessions:

- fitter assembler;
- cable fitter;
- aircraft cabin integrator;
- CATIA CAD (computer-aided three-dimensional interactive application);
- inspection/quality; and
- soft skills and CDCCL (Critical Design Configuration Control Limitations).

Urban area solutions

This activity includes services for regional and local governments to improve the living environment and energy performance of towns and cities. Modern towns and cities face increasing demands for services, mobility, environmental protection and social cohesion. Urban planning must address these challenges.

Public lighting, as well as the installation and maintenance of street furniture, parks, gardens, roadworks and utility infrastructure, all play a role in making towns and cities more appealing, vibrant and feel safer. The right type of lighting reduces light pollution and can significantly lower energy costs.

Derichebourg Energie E.P. offers a customized range of public lighting services to design, build and maintain facilities through four main activities:

- urban and stadium lighting;
- traffic light systems;
- festive lighting and decoration; and
- video projection.

Solutions for the health & welfare sector

In the health & welfare sector – which has long been a key market for our Services business – we provide a wide range of services such as specialized cleaning with traceability (for rooms and, operating rooms), laundry services and hospital meals during short stays.

Thanks to our extensive expertise in hygiene and disinfection, we have been able to expand our offerings to swiftly address the challenges caused by the Covid crisis.

Healthcare institutions' needs are constantly evolving. New requirements regularly emerge, with government health policies often requiring budget savings, while the needs of patients and residents continue to change.

In a sector where well-being and hygiene are essential, we ensure that staff are available and that good care can be provided to patients and residents through high-quality reception and other services. This has a major impact on the patient experience and how they perceive the healthcare institution.

The services we propose adhere to the same codes as those in the hospitality industry, with teams present on a daily basis to assist healthcare professionals in effectively managing hospitality services at each stage of the care process.

Sales and Marketing

Sales

We obtain new contracts either through a public bidding process conducted by prospective clients or through private negotiations between our group and a prospective client. Our sales approach varies by business line and by country, but across all of our lines of business, management and technical teams work closely to assemble an offer that is tailored to a potential client's needs.

As a responsible and innovative caterer, we take special care to propose healthy and responsible food while changing and developing its offerings to meet the needs of its clients guests. Thus, the group pursues its adaptability to major trends corresponding to our guest's main preoccupations (health, conviviality and flexibility, environment).

To generate sales in our contract catering and facilities management businesses, we employ dedicated sales and marketing teams to identify potential new clients, negotiate business terms and sign new contracts. We provide bonus payments for our contract catering and facilities management sales teams in order to incentivize them to generate new client relationships. For contract catering sales and marketing in each country, we have industry based-teams. Our facilities management business also benefits from a sales team generally dedicated to facilities management other than the Health & Welfare market, as well as a sales team that specifically targets clients in the Health & Welfare market. In some countries like Spain the group tends to build commercial teams dedicated to both catering and facilities services.

Faced with growing demand for multiple services from companies and regional and local governments, Derichebourg Facilities Management has created bundled offerings in a single contract, under which the management and performance of each service is carried out by the company's own teams. In addition to the strong positions in contract catering, the acquisition of Derichebourg Multiservices has strengthened its services offering in soft facility management (cleaning, reception, grounds maintenance) and has brought new, high value-added services in security and technical facility management (energy efficiency, public lighting) as well as in HR and temporary staffing services and aeronautical outsourcing.

To support our sales function, we have deployed across our geographies customer relationship management-based system that is used by both sales people and operators (approximately 1400 users in total) via a desktop or mobile interface.

Marketing

Marketing efforts are essential to demonstrate to our clients on a continuing basis that we are able to provide services that meet their needs that are attractive to end customers. To market our contract catering services, our marketing teams emphasize our ability to provide safe, appealing and nutritious meals on a cost-effective basis.

Our Brands

We operate in the contract catering market through several different brands and trade names, which vary depending on the sector, client or country concerned.

The following sets forth our brand and trade names.

France	**Spain**	**India**	**Italy**
• Elior	• Alessa	• Elior	• Elior
• Alfred Conciergerie	• Arce		• Elior Servizi
• Ansamble	• Arume		• Hospes
			• Artusia

- Arpège
- Derichebourg
- L'Alsacienne de Restauration
- Maison A
- Time Chef

- Bite to go clinea cuida tu entorno
- Derichebourg
- Hostesa
- Ullasar
- Silnet
- Singularis
- Serunion

- IColti a Tavola

<u>United Kingdom</u>

- Elior
- Caterplus
- Edwards & Blake
- Lexington
- Taylor Shaw

<u>United States</u>

- Abigail Kirsch
- Aladdin
- A'viands
- Constellation Culinary Group
- Corporate Chefs
- Cura
- Derichebourg
- Elior
- Design Cuisine
- K12 by Elior
- Lancer Hospitality
- Lexington Independents
- Preferred Meals Co.
- Summit
- TRIO Community Meals

<u>Portugal</u>

- Serunion
- Derichebourg

<u>China</u>

- Derichebourg

Customer Contracts

Our relationships with customers are evidenced by contracts with terms that depend on, among other matters, the market, geography, size of the counterparty and the complexity of its operations. The length for fixed term contracts varies from three to five years, and there is no significant variation between countries and markets, though public sector contracts typically have a fixed duration that is prescribed by law (often three years) with an automatic extension option, usually for an additional three-year period. Private sector contracts can be open-ended with automatic extension.

Business & Industry. Contracts in the Business & Industry market can be priced based on a profit and loss model, a cost-plus model or a hybrid of the two. For profit and loss contracts, pricing is determined in advance on a per meal basis that is periodically adjustable based on a pre-agreed pricing index for food, staff and services. Contract revenue model in France typically is structured as a subsidy by transaction paid by the company with volume thresholds to cover fixed costs, whereas the price of the meal is paid by the guest covering food costs. In the United States and United Kingdom, the contract revenue model is typically a fixed annual subsidy paid by the employer, or no subsidy at all, with the guest paying the price of the meal.

Education and Health & Welfare. Our catering contracts for clients in the Education and Health & Welfare markets generally follow the same model and are subject to variations based on the public or private nature of the institution we serve. Depending on the size of the institution and certain other parameters, the contract revenue model may be retail, i.e. price per transaction paid by guests, fixed price fee paid by the client based on agreed budgets, or a fee paid by the client as a percentage of the total service cost. In the French public school system, typically we are paid a fixed price per meal by the public administration or directly by families involving collections by us, sometimes with volume thresholds applicable.

Multiservices. The Multiservices division is often based on pluri-annual contracts with fixed prices. The contract is based on a commitment of means corresponding to a contractual service.

Facilities and Equipment

We conduct most of our operations on the premises of our clients. Our facilities consist primarily of office space and central production units (that we either own or possess the right to use under contracts with municipalities or lease agreements with private owners). We rent our principal office, which is located in La Défense, France. We believe that our facilities are generally adequate for our present needs and that suitable additional or replacement space would be available to the extent required.

Central Kitchens

As of September 30, 2024, the Group operated 175 central kitchens – 50 in France, 16 in Italy, 20 in Spain, 85 in the United States, and 4 in India – in which meals are prepared for delivery to contract catering clients in the Business & Industry, Education, healthcare and corrections markets. Our central production units are strategically located to serve the needs of clients within a specific geographical area.

We believe we have the largest central kitchens infrastructure in Europe. We have similar production facilities in the United States and India, giving us a strong platform for growing and consolidating our leadership in those countries.

Central kitchens have historically been used primarily for our Education and Health & Welfare market contract catering customers, as a growing number of healthcare establishments are opting not to have on-site kitchens so that they can fully focus on care, while we recently increased the utilization of central production units for our Business & Industry market.

Equipment

We also enter into contracts on a regular basis for the purchase of crockery, cooking equipment, including cooking implements and kitchen equipment such as stoves, ovens and refrigerators. We enter into agreements with suppliers of such equipment on a national basis, although, to an increasing extent, we are harmonizing our equipment purchase framework contracts on an international basis. We endeavor to mitigate our exposure to any equipment manufacturer.

Suppliers

For the year ended September 30, 2024, we made approximately €1.7 billion in food purchases, of which 14.5% were labeled products, 13% were local purchases, and 74.7% were fresh seasonal fruits and vegetables. For the year ended September 30, 2024, 44.5% of our seafood products purchased were labelled under accreditation schemes, such as by the Marine Stewardship Council, Aquaculture Stewardship Council, Good Agricultural Practice (GAP) or Best Aquaculture Practices.

We have put in place central purchasing policies in 2018 at the Group level which has rendered our procurement policy more efficient. Our Central Procurement function that has a double role: (1) provide strategic direction, policies, methods and best practices to the Group and (2) leverage the scale of the Group by procuring goods and services in the appropriate categories. An update to our responsible purchasing charter is scheduled for the first quarter of 2025.

International agreements might cover categories, like frozen vegetables, or include suppliers, such as Diversey, which covers our supply needs across Europe.

We handle the operational supply needs of our businesses on a country-by-country basis.

In each country, we operate a central purchasing department that handles the needs within that country in connection with the Central Procurement team.

We are party to distribution framework agreements with key distributors managing logistics hubs that serve as depots between our suppliers and our central kitchens and contract catering sites.

Distributors may procure the supplies from industrial suppliers with whom we have signed preferential agreements (at terms agreed between us and the industrial supplier, with the distributor receiving a fee for its logistics service) or purchase them from other suppliers (in which case we agree the terms of our purchase with the distributor). Our preferential supply agreements typically have a three-year term, with volumes for key products generally pre-booked one year in advance with no purchase obligation. Our other supply contracts generally have a one-year term, setting a fixed price but no purchase obligation for the supplies to be purchased thereunder.

For information regarding our equipment contracts see the section "—*Facilities and Equipment—Equipment*."

We endeavor to mitigate our exposure to any single key supplier or equipment manufacturer. However, we are reliant on certain key suppliers.

We are especially attentive to the relations we have with our suppliers in order to ensure that they deliver us high-quality products and that they apply best social and environmental practices. The Group regularly carries out supplier audits to control the quality of their operations and the quality and traceability of their products.

Employees

As of September 30, 2024 we employed 133,156 employees based in our seven main countries: France (50%), Spain and Portugal (23%), the United States (11%), the United Kingdom (7%), Italy (6%), India (2%) and Germany (less than 1%).

We are committed to improving our employees' quality of life and offering them career development opportunities as we believe that these two factors are essential for motivating and retaining our people. As of September 30, 2024, the average seniority of Group employees on a permanent contract was 6.1 years.

Insurance

We maintain insurance policies against various risks related to our business, notably property damage insurance, general liability coverage and directors and officers liability insurance. While we believe that we maintain an adequate level of insurance protection, there can be no assurance that our insurance coverage will be sufficient or effective under all circumstances and against all liabilities to which we may be subject.

Legal and Arbitration Proceedings

We have been involved, and may be involved in the future, in various legal proceedings arising in the ordinary course of our business, including disputes concerning professional liability and disputes with employees. Although our legal and financial liabilities with respect to such proceedings cannot be estimated with certainty, we believe that there are no governmental, legal or arbitration proceedings that have had significant effects on the Group's financial position or profitability.

Corporate Social Responsibility

We are deeply committed to the health and well-being of all our guests, the development of all our employees, and the environmental impact of all our businesses. This commitment is reflected in the strategy and action plans we have implemented for Corporate Social Responsibility (CSR) over the past ten years. As a signatory of the UN Global Compact since 2004, we firmly believe that our responsibility extends beyond the direct impacts of our business and that we must make a positive contribution to our ecosystem right across our value chain.

In 2022, one of our subsidiaries, Ansamble, took its sustainability commitments a step further by becoming an *Entreprise à Mission* (a public benefit company). This legal framework was introduced under France's PACTE law on Business Growth and Transformation and gives a specific status to companies that pursue a set social or environmental purpose with specific sustainability goals.

In 2023-2024, we redefined its commitments for the period up to 2030, following the integration of Derichebourg, with a new CSR strategy called *Aimer sa terre –Horizon 2030*".

CSR Governance

In order to help achieve our objectives, we have set up a specific CSR governance system. The underlying purpose of this system is for the Group to more effectively factor in its corporate social responsibility across its entire organization, from its management bodies through to its operations teams.

Group CSR Committee

The CSR Committee, whose main role is to approve the goals, priorities and processes of the Group's CSR strategy. It also monitors the performance of the CSR action plans.

The CSR Department reports sustainability information to the CSR Committee. The information provided to the Committee relates to the double materiality assessment process and the materiality of the Group's sustainability issues, as well as its ESG commitments and the action taken and monitoring measures put in place concerning ESG impacts, risks and opportunities. The CSR Committee met five times in 2023-2024. Its role was more specific than usual during the year as it approved the double materiality assessment process and the Group's new CSR commitments for the period up until 2030. The information concerning the materiality of the Group's sustainability issues and its ESG commitments, which is overseen by the CSR Committee, was presented and approved by the Board of Directors in July 2024

Operations CSR Committee

We also have an Operations CSR Committee, which meets twice a year and whose permanent members include Boris Derichebourg and representatives from the Procurement, Human Resources, Communications, Finance, Legal and CSR departments. The main responsibilities of the Operations CSR Committee are to define our strategic priorities related to ESG issues, monitor any changes in these priorities, and adjust them in line with developments in the Group's operating environment. It prepares the basis for the work carried out by the Board of Directors' CSR Committee.

Network of CSR officers

We also have a network of CSR officers, who are in charge of rolling out its CSR objectives within its operating entities. They are appointed by the entities' CEOs and are tasked with defining and implementing action plans adapted to their respective markets and businesses.

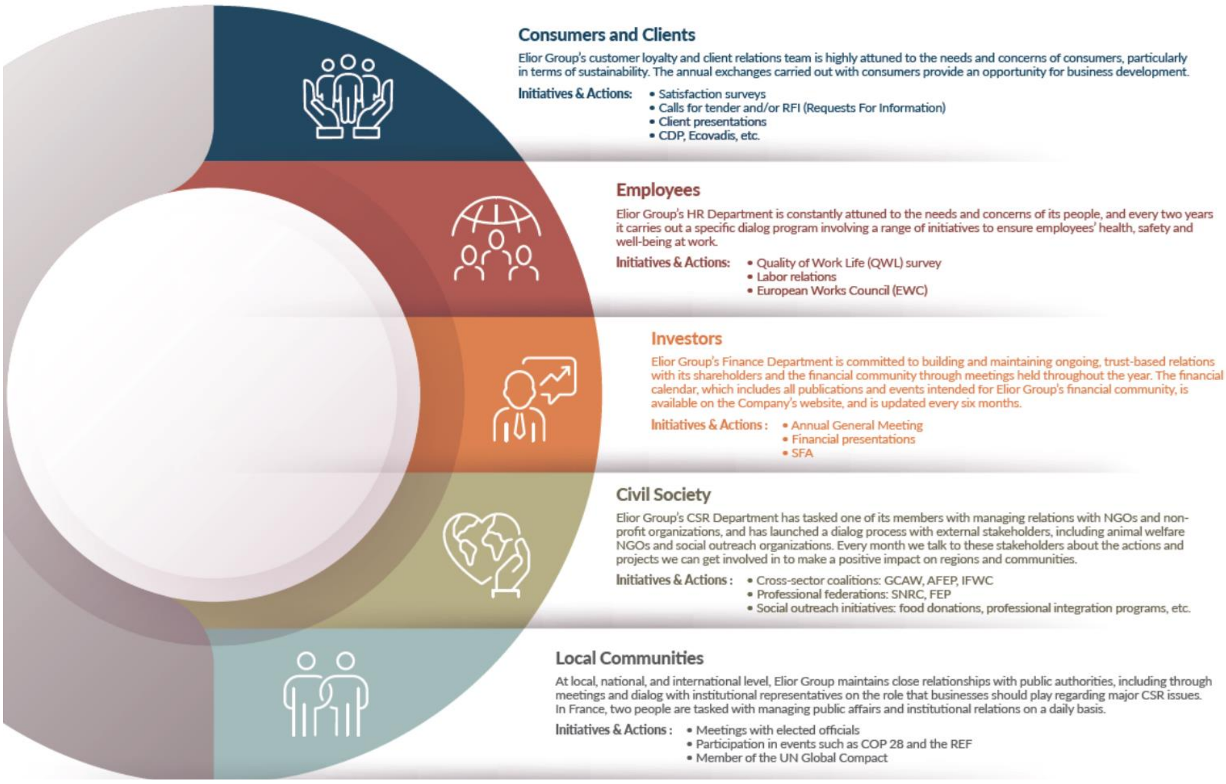
Identification of ESG impacts, risks and opportunities

During 2023-2024, we updated our ESG risk analysis, covering both the Contract Catering and Multiservices businesses, by broadening it to encompass the identification of ESG impacts, risks and opportunities ("**IRO**"). This process enabled the importance of ESG risks for the Group to be assessed taking into account both their financial impact and their impact on stakeholders.

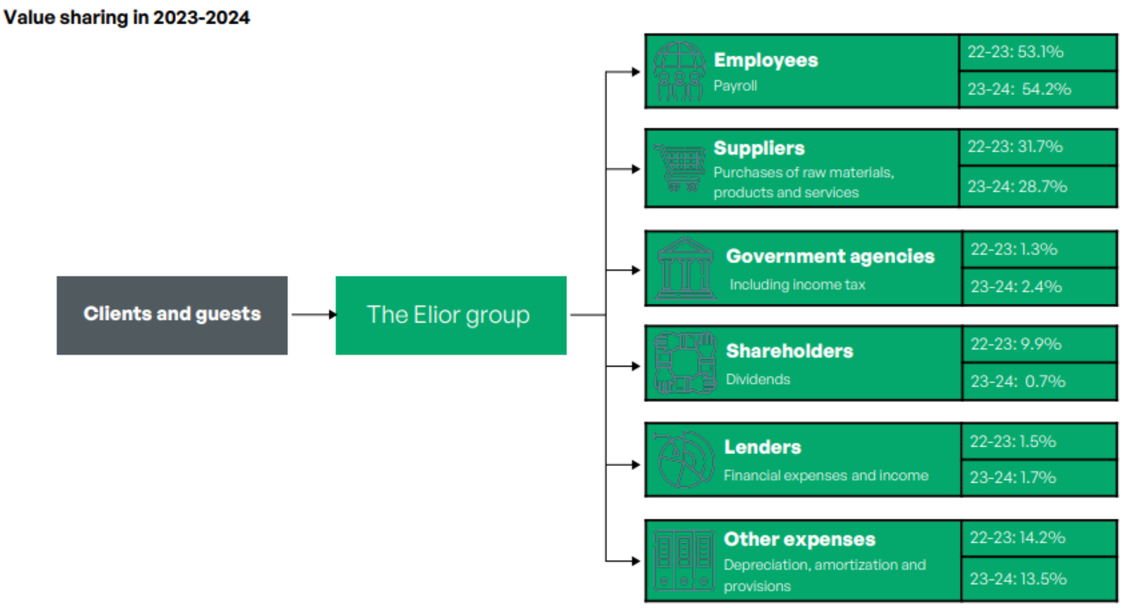
The double materiality assessment, overseen by the our CSR department, involved corporate support departments (Finance, HR, CSR, and Procurement) and the operations departments of all of the subsidiaries included in the scope of analysis.

ESG strategy

Since April 2023, we have further strengthened the strategic alignment between our two businesses, enhancing our competitive positioning in France and expanding our international reach. The alliance between Elior and DMS has underscored the central role of CSR objectives in our operations, reinforcing our commitment to creating long-term value not only for our company, but also for all of our stakeholders.



For the year ended September 30, 2024, we generated €6,053 million in revenue, and this value was shared between its various stakeholders (employees, suppliers, government agencies, shareholders and lenders) as shown in the diagram below.



In order to address our major impacts, risks and opportunities, we have drawn up a new roadmap called "*Aimer sa terre – Horizon 2030*", which is based on four pillars:

- Preserving resources
- Supporting a responsible economy
- Cultivating talent and differences

- Providing food and services sustainably

The objectives of our CSR programs are aligned with the United Nations Sustainable Development Goals (SDGs). Our targets for 2030 for each SDG are set out in the table below:

IRO	Group risks	*"Aimer sa terre"* commitments	2030 targets[1]
Food waste	Mismatch between revenue growth and increases in current and forecast operating costs	**Preserving resources** Limit food waste	50% reduction in food waste
Re-use of products and materials Waste management	Mismatch between revenue growth and increases in current and forecast operating costs Food safety and menu quality Supply chain and logistics	**Preserving resources** Favor reusable products and materials	100% sustainable containers Offer pre-used equipment
Climate change mitigation	Supply chain and logistics Asset valuation Financing, credit facilities, debt servicing Changes in hygiene and health and safety rules	**Preserving resources** Take action on climate change	25% reduction in GHG emissions
Biodiversity and ecosystems	Supply chain and logistics Business development, public sale offer process	**Supporting a responsible economy** Encourage local sourcing	Favor local and national food purchases
Climate change adaptation	Mismatch between revenue growth and increases in current and forecast operating costs Food safety and menu quality	**Supporting a responsible economy** Source sustainable and ethical products and services	Quality products that respect biodiversity and animal welfare 100% cage-free eggs 80% of our suppliers complying with our ESG criteria
Working conditions	Changes in hygiene and health and safety rules Key personnel	**Cultivating talent and differences** Ensure the health, safety and well-being of our employees	7% reduction in workplace accidents 90% employee retention rate
Training and skills development	Key personnel	**Cultivating talent and differences** Encourage career development opportunities	2/3 of managers promoted from within the Group 20% increase in training hours per employee
Fair and equal treatment	Equality	**Cultivating talent and differences** Increase social cohesion	40% women on the Leaders Committee 16% increase in employees with disabilities (5,000 people)
Consumer health and safety	Food safety and menu quality Loss of key contracts	**Providing food and services sustainably** Offer healthy and safe food and services	70% of our recipes with an A or B *Nutri-Score* or equivalent
Consumer health and safety	Mismatch between revenue growth and increases in current and forecast operating costs	**Providing food and services sustainably** Propose a sustainable service offering	Taxonomy-eligible revenue
	Food safety and menu quality Loss of key contracts	**Providing food and services sustainably** Take action for communities	Uneaten meals "saved"

MANAGEMENT

*The following is a summary of certain information concerning our management, certain provisions of our bylaws (statuts), the recommendations of the AFEP-MEDEF Corporate Governance Code for listed companies (the "**AFEP-MEDEF Code**") and French law regarding corporate governance. This summary is qualified in its entirety by reference to the bylaws of the Issuer, the AFEP-MEDEF Code and/or French law, as the case may be, and it does not purport to be complete.*

The Issuer is a French société anonyme with a Board of Directors. The roles of Chairman and Chief Executive Officer have been combined since July 1, 2022, as the Board of Directors believes that this governance structure best serves the company by facilitating fluid, lean, and agile decision-making and strategic thought processes.

The following sets forth a summary of the composition and duties of the Board of Directors and its committees.

Board of Directors

Composition of the Board of Directors

The Board of Directors comprises twelve directors, five of whom are independent, five of whom represent Derichebourg, four of whom are women (not counting the employee representative director) and two of whom are employee representatives (including one woman). Directors are generally elected for four-year terms, but in order to stagger the directors' terms the shareholders in a General Meeting can elect some directors for a shorter term or reduce the terms of one or more directors. In accordance with the French Commercial Code and the AFEP-MEDEF Code, the employee representative directors are not included in the calculation of the proportion of independent directors on the Board or its gender ratio.

The Issuer's aim is to ensure that a wide range of skills are represented on the Board and that the gender balance complies with the relevant legal requirements.

The following table sets forth the names, ages and titles of the current members of the Board of Directors:

Name	Position (quality)	Date first elected/appointed as director	Expiration date of current term of office
Daniel Derichebourg	Chairman and CEO	April 18, 2023	Shareholder's annual general assembly 2027
Denis Gasquet	Director (Senior Independent Director)	April 18, 2023	Shareholder's annual general assembly 2027
Sara Biraschi-Rolland	Director (Independent)	April 18, 2023	Shareholder's annual general assembly 2027
Denis Hennequin	Director (Independent)	February 28, 2024	Shareholder's annual general assembly 2028
Julie Walbaum	Director (Independent)	February 28, 2024	Shareholder's annual general assembly 2028
Fonds Stratégique de Participations, represented by Caroline Grégoire Sainte Marie	Director (Independent)	March 9, 2018	Shareholder's annual general assembly 2026
Gilles Cojan	Director	Nov. 1, 2017	Shareholder's annual general assembly 2027
Derichebourg SA, represented by Abderrahmane El Aoufir	Director	July 1, 2022	Shareholder's annual general assembly 2026
Derichebourg Environnement SAS, represented by Catherine Ottaway	Director	July 1, 2022	Shareholder's annual general assembly 2024
Dominique Pélabon	Director	April 18, 2023	Shareholder's annual general assembly 2027
Christine Brantonne-Wibault	Director (Employee Representative)	November 24, 2024	November 24, 2028
Thibault Chevalier	Director (Employee Representative)	November 24, 2024	November 24, 2028

The following paragraphs set forth biographical information regarding the members of the Board of Directors.

Daniel Derichebourg was Chairman and Chief Executive Officer of Derichebourg until April 18, 2023. He resigned as CEO of Derichebourg as well as from all his operational positions within the Derichebourg group in order to devote himself entirely to the turnaround and business development of the Elior group. He continues to hold the position of Chairman of Derichebourg's Board of Directors. Mr. Derichebourg is a self-made man who's actively participated in building up the family waste recovery business founded by his father. He took control of CFER in October 1996, leading the restructuring and development in France and internationally of Compagnie Française des Ferrailles (which later became CFF Recycling and then Derichebourg). Between 2004 and 2007, he oversaw the acquisition and restructuring of the Penauille Polyservices Group, transforming Derichebourg into a comprehensive operator of environmental services for companies and communities. Through a series of acquisitions (Lyrsa, Ecore, and others), he turned Derichebourg into a global player in waste recycling and services for businesses, generating over €5 billion in annual revenue.

Denis Gasquet is an alumnus of the Ecole Polytechnique, a graduate of the ENGREF, and holds an MBA from the Centre de Perfectionnement des Affaires. He began his career in 1979 in the French National Forests Agency (ONF). Ten years later, he joined the Compagnie Générale des Eaux, where he served in various management positions within Onyx and then Veolia Environnement. He joined the Onet group in 2012 where he served as Chief Executive Officer from August 2013 to September 2018. Since 2019, Denis Gasquet has been an independent consultant.

Sara Biraschi-Rolland graduated in philosophy from the University of Milan, with a specialization in psychology, is a graduate of the International Institute for Management Development in Lausanne, and holds an MBA from INSEAD. She has held several positions in human resources management over the course of almost twenty years, mainly within the Danone group. At Danone, she moved from operational positions - HR Manager for Italy, HR Director for the Mediterranean region for the Early Life and Medical Nutrition Division - to more strategic positions, such as Head of Talent Development for the Worldwide Waters division and then Chief Human Resources Officer of the Evian Volvic World division. Since 2016, she has been Chief People & Engagement Officer and a member of the Executive Committee at Sonepar, the world leader in B-to-B distribution of electrical products, solutions, and related services, and since 2024 has also been responsible for Sonepar's ESG strategy and communication.

Denis Hennequin was President and CEO of McDonald's France from 1996 to 2005, a period during which France became the second most profitable country for the brand. From 2005 to 2011, he was head of McDonald's Europe where he participated in the brand's expansion, with the launch of new recipes and a successful change in its image. During that period, Europe accounted for 20% of McDonald's restaurants and 40% of its operating profit. In 2011, Denis Hennequin became Chairman and CEO of the Accor group. He served in this role until 2013, putting in place an offensive growth strategy involving the reorganization of the group's brands and an ambitious room opening policy. From 2014 to 2016 he was a partner at Cojean International. In 2014, he founded the consulting firm, The Green Jersey, which he continues to head. In 2017, he became a founding partner of French Food Capital, where he has served as Managing Partner ever since.

Julie Walbaum is a graduate of ESSEC business school with a major in e-commerce and holds an MBA from INSEAD. She began her career at Deloitte Consulting before spending nine years with McKinsey & Company, working between Paris and London. At the same time, she was involved in humanitarian projects in Honduras and Burundi and at the WHO in Geneva. In 2012, Julie founded Westwing France, an e-commerce platform dedicated to interior design. In 2014, she joined Maisons du Monde to lead the company's digital and omnichannel transformation, then served as CEO from 2018 to 2023. In 2024, Julie launched a new entrepreneurship project, combining innovation, technology and social impact.

Caroline Grégoire Sainte Marie is a graduate of the Institut d'études politiques de Paris and also holds a degree in commercial law from Paris I University. She began her career in 1981 at Xerox France as a financial controller. In 1984, she joined the Hoechst pharmaceuticals group, holding various financial positions at Roussel Uclaf SA before being appointed Chief Financial Officer in 1994 of Albert Roussel Pharma GmbH, where she also served on the Executive Board. In 1996, she joined Volkswagen France, before moving to the Lafarge group in 1997 as Chief Financial Officer of Lafarge Speciality Products (LMS). She was named Senior Vice-President, Mergers and Acquisitions in the group's Cement division in 2000, where she notably led the financial strategy for the takeover of Blue Circle. In 2004, she became Managing Director of Lafarge Cement for Germany and the Czech Republic. She was appointed Chair and CEO of Tarmac for France and Belgium in 2007, before being named Chair and CEO of Frans Bonhomme in 2009. Caroline Grégoire Sainte Marie is currently a company director and an investor in Calyos, a Belgian tech company. She is a Chevalier of the French Legion of Honor.

Gilles Cojan graduated from ESSEC business school in 1977. He began his career in 1978 as Treasurer at the pharmaceuticals group, Servier, before joining Banque Transatlantique as CEO of its subsidiary, GTI Finance. In 1990, he was appointed head of the Financing and Treasury department at Valeo. Gilles Cojan joined Elior in 1992 as Chief Financial Officer before going on to become CEO of Elior International and Group Chief Strategy Officer. Acting alongside Elior's founders - Robert Zolade and Francis Markus - he ensured the success of the MBO organized in 1992 and completed in 1996. Then in 1997, again with the founders, he organized two successive LBOs for the contract catering and concession catering businesses, which resulted in the creation of the Elior group. As from that date, he was directly responsible for implementing the Group's internationalization strategy, which led to it successively entering the UK, Spanish, and Italian markets. Gilles Cojan was the driving force behind a number of the major partnerships that stepped up the pace of the Group's growth, including the partnership set up in 2001 with the Spain-based company Areas, which helped the Group strengthen its leadership position in concession catering, and then the alliance forged in 2013 with the founder of THS, which underpinned Elior's rapid development strategy in the United States. In 2000, he oversaw Elior's IPO, and then in 2006, with Robert Zolade, he organized the Company's voluntary stock market de-listing followed by a new LBO carried out with the aim of accelerating the Group's development. In 2010, he was behind the idea of creating a "services" business, which has since become an integral part of the Group. Since 2007, Gilles Cojan has been the CEO of BIM (Elior Group's main shareholder until June 2022). He was appointed a member of Elior's Supervisory Board in 2007, sitting alongside Robert Zolade and representatives of Charterhouse, and in June 2014, when the Company was re-listed, he became a member of its Board of Directors. He has served as a member of the Group's Strategy, Investments and CSR Committee and Vice-Chairman of the Group (having been appointed on July 26, 2017) and currently sits on the Audit Committee. Gilles Cojan was Chairman of Elior Group's Board of Directors from November 1, 2017, to June 30, 2022.

Abderrahmane El Aoufir is the representative of Derichebourg. Abderrahmane El Aoufir holds a master's degree in economics, with a specialization in management, from the University of Clermont-Ferrand, France. He began his career in 1984 at Compagnie Française des Ferrailles, working in the finance department. He subsequently held several operations-based posts and then executive management positions based in Spain, the United States, and then in the south east of France. In 2006, Daniel Derichebourg tasked him with turning around Servisair, a Derichebourg subsidiary specialized in airport services, and in the space of six years, he increased Servisair's EBITDA from €5 million to €73 million. After Servisair was sold in December 2013, Abderrahmane El Aoufir was appointed Deputy Chief Executive Officer of the Derichebourg group, and subsequently became Chief Executive Officer on April 18, 2023.

Catherine Ottaway is the representative of Derichebourg Environnement SAS. Catherine Ottaway is a former attorney at the Paris bar, specialized in business, commercial, and competition law. She was managing partner of the Hoche law firm until December 31, 2022. She is currently an honorary attorney and a mediator. Catherine Ottaway is a member of several professional associations in France and other European countries and has published many articles and other works on law and business.

Dominique Pélabon began his career in 1976 at Sodexo, where he held several operations-based posts, including as sector manager and commercial manager, before becoming regional director of the Benelux area and then CEO of the schools and universities business. In 1987, he joined Plastic Omnium, where he was Managing Director of the Environment business (Plastic Omnium Services) and Chairman of Signature (specialized in road signage, marking, and safety). During the 15 years he spent with Plastic Omnium, he contributed to the group's business development in Europe, the USA, South America, and Asia, and was a member of the Group Executive Committee. In 2001, Dominique Pélabon joined Elior as Managing Director of the Education and Healthcare businesses. In 2005, he was also appointed Managing Director of International Contract Catering, driving the Group's international development and external growth. Drawing on his experience in the manufacturing industry, he streamlined meal preparation in the Group's central kitchens and in its healthcare sector. Dominique Pélabon was a member of Elior's Executive Committee until he retired in 2016. Since then, he has been working as a consultant.

Christine Brantonne-Wibault is the Branch Manager at Derichebourg Multiservices, a subsidiary of Elior Group. Working in the cleaning sector since 2001, Christine has progressed from payroll and invoicing to operations manager, and finally to Branch Manager in 2020. She draws on her in-depth knowledge of the sector She was appointed as an employee representative on the Elior Group Board of Directors at the Group Committee meeting on November 14, 2024.

Thibault Chevalier first worked for Reed Travel Exhibitions, Marriott, IHG, and Club Méditerranée between 2008 and 2014, in Sydney, Paris, and Brussels. He joined Elior Group in 2015 as a Development Manager for the South region. Thibault then held the position of Key Accounts Development Manager Province from 2019 to

2023. Since 2023, he has been working for the Elior-Derichebourg Group as a Strategic Project Manager for France, steering major commercial projects.

Chief Executive Officer

The Company's executive management is placed under the responsibility of Daniel Derichebourg, who has been the Group's Chief Executive Officer since April 18, 2023. His term of office as Chief Executive Officer ends at the same time as his term of office as a director.

Daniel Derichebourg has also been named Chairman of the Company since April 18, 2023.

Powers of the Board of Directors

The Issuer is governed by a Board of Directors which determines the Issuer's business strategy and ensures that it is implemented in the Company's best interests, taking into account the social and environmental aspects of its activities. The Board also examines all issues that concern the efficient operation of the business and makes decisions on all matters concerning the Issuer.

The Board of Directors is, and will remain, a collegiate body that collectively represents all shareholders and acts at all times in the Issuer's best interests.

The Board of Directors examines all issues that fall within its scope of responsibility under the applicable laws and regulations. In particular it examines and approves all major decisions concerning the business, human resources, environmental, financial and technological strategies of the Issuer and the Group and oversees their implementation by management.

Board Committees

The Board of Directors' work and discussions in some areas are prepared by specialized committees made up of directors appointed by the Board for a period corresponding to their term as director.

The Board of Directors uses the work of three Board committees:

- the Audit Committee
- the Nominations and Compensation Committee; and
- the CSR Committee.

Audit Committee – this committee currently comprises three members, two of whom are independent directors. The Audit Committee does not include any executive directors and it is chaired by FSP, represented by Virginie Duperat-Vergne, an independent director. The Audit Committee assists the Board of Directors in its tasks of approving the financial statements of the Company and the Group, and the preparation of the information communicated to shareholders and the market. It pays particular attention to the relevance and quality of the Company's financial communications. It also obtains assurance concerning the effectiveness of the internal control and risk management systems and is responsible for overseeing issues relating to the preparation and verification of accounting, financial and non-financial information, and the statutory audit of the accounts.

Nominations and Compensation Committee – this committee currently comprises four members, including two independent directors and one employee representative director. The Nominations and Compensation Committee is chaired by an independent director, Sara Biraschi-Rolland, and the Senior Independent Director, Denis Gasquet, is also a member. The overall role of the Nominations and Compensation Committee is to assist the Board of Directors in its tasks of (i) appointing the members of the administrative and management bodies of the Company and (ii) determining and regularly reviewing the compensation and benefits packages of the Company's officers and the Group's key executives, including all forms of deferred compensation plans and termination benefits.

CSR Committee – this committee currently comprises six members, including four independent directors. It is chaired by an independent director, Denis Gasquet. The main role of the CSR Committee is to validate the goals, priorities, and systems related to the Group's CSR strategy and monitor the performance of the action plans put in place.

In addition, a special Monitoring Committee, comprising only independent directors, was established on April 18, 2023, responsible for:

- Ensuring the effectiveness of the sellers' warranty granted by Derichebourg in connection with its transfer of DMS to Elior Group on April 18, 2023.

- Verifying that Derichebourg respects its undertakings contained in the various agreements signed on April 18, 2023, including the Memorandum of Understanding, the Governance Agreement and the transitional service agreements.

- Ensuring that the Board's Rules of Procedure are complied with, particularly decisions that require the Board's prior authorization.

Senior Management

The Group has put into a place an Executive Committee, which is chaired by Daniel Derichebourg and comprises the Group's key executives.

The Executive Committee has eighteen members as indicated below.

Name	Position
Malika Bouchehioua	Group Chief Human Resources Officer
Janet Cheung	Chief Executive Officer of Elior Asia
Eric Cuziat	Group Chief Information and Digital Officer
Daniel Derichebourg	Group Chairman and CEO
Boris Derichebourg	Group Chief Operating Officer, Chairman of Derichebourg Multiservices and Chairman and CEO of Elior France
Delphine Esculier	Group Chief CSR Officer
Didier Grandpré	Group Chief Financial Officer
Pascal Lanette	Chairman of Derichebourg Aeronautics
Antonio Llorens	Chief Executive Officer of Serunion
Mathias Massaria	Chief Executive Officer of Derichebourg Energie, Derichebourg Energie EP and Derichebourg VRD Espaces Verts
Simon Pebeyre	Chief Executive Officer of Derichebourg Facility and Elior Services
Maximilien Pellegrini	Chief Executive Officer of Elior North America
Vito Rodrigues	Chief Executive Officer of Derichebourg Facility Services
Catherine Roe	Chief Executive Officer of Elior UK
Rohit Sawhney	Chief Executive Officer of Elior India
Silvine Thoma	Group Chief Communications Officer
Thierry Thonnier	Group Chief Legal and Compliance Officer and Board Secretary
Lino Volpe	Chairman and CEO of Elior Italia

Apart from Daniel Derichebourg, none of the members of the Executive Committee are directors of the Issuer.

The Executive Committee's work covers the following areas:

- Preparing, implementing, and following up on the execution of the Group's strategy.

- Transformational issues that are of significant importance to the Group, especially regarding information systems, procurement, innovation, and human resources.

- Identifying and leveraging synergies between the Group's various business segments.

The Executive Committee also examines the Group's operating and sales performance on a monthly basis and shares the information resulting from its division-by-division performance reviews. It initiates and oversees cross-functional programs involving the sales and marketing, human resources, financial and management control, compliance, and procurement functions, as well as optimization and productivity plans.

The Executive Committee meets monthly or whenever required.

In compliance with Articles 1.7 and 8 of the AFEP-MEDEF Code, the Group places particular importance on ensuring that there is balanced representation of men and women in its management bodies. As at the date of this Offering Memorandum, 31% of the Group Executive Committee members are women, exceeding the obligation set in France's workplace equality law (the "**Rixain Act**"), under which by March 1, 2026 at least 30% of the executive teams of large French companies must be women.

PRINCIPAL SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

Principal Shareholders

As of October 31, 2024, the share capital of the Issuer (which has been paid up in full) amounted to €2,536,118.09 divided into 253,611,809 shares, all of the same class. All shares have a par value of €0.01. Our shares are currently listed for trading on Euronext Paris Compartment A under ticker symbol "EPA:ELIOR." The table below sets forth the beneficial ownership of the Issuer according to the most recent information available to the Issuer (excluding certain treasury shares held by the Issuer).

Name of beneficial owner	%
Derichebourg(1)	48.17%
Free float on Euronext Paris(2)	51.80%
Treasury shares	0.03%
Total	**100.00%**

(1) Represents the shares held by Derichebourg SA (122,155,782 shares), Derichebourg Environnement SAS (1,000 shares) and Daniel Derichebourg (1,000 shares) as of October 31, 2024.

(2) Includes shares held by employees: 0.09% of the Issuer's capital, corresponding to (i) shares held under employee share ownership plans and (ii) the ownership interest of employees owning shares granted free of consideration held in registered form.

Governance Agreement

On April 18, 2023, Derichebourg transferred its Multiservices business to Elior Group. The consideration for the transaction was paid in Elior Group shares, increasing Derichebourg's stake in Elior Group to 48.3% at that time. Following this major transaction for Elior Group, a stable and well-balanced governance structure, compliant with the highest governance standards, was established in the best interests of Elior Group's shareholders and all its stakeholders.

The well-balanced governance sought can be seen in the type of management structure chosen for the Company, the composition of the Board of Directors, its operating procedures, and the active role played by the Board and its committees in shaping the Group's strategy and approving major decisions. Additionally, the powers of the Senior Independent Director have been strengthened, and independent members play an essential role in key decision-making.

This governance structure was formally documented in an agreement applicable for a period of five to eight years, depending on the provisions concerned (the "**Governance Agreement**"). The Governance Agreement stipulates that Daniel Derichebourg will serve as Chairman and CEO of the Issuer for a four-year term, starting April 18, 2023. This single-tier management structure reflects the Issuer's new capital structure and clearly demonstrates Daniel Derichebourg's commitment to leading the Group for at least four years.

Related Party Transactions

Other than as disclosed in our Consolidated Financial Statements related to executive compensation and transactions with associates and equity-accounted investees, we have limited transactions with related parties.

DESCRIPTION OF CERTAIN FINANCING ARRANGEMENTS

The following summary of certain provisions of the documents listed below governing certain of our indebtedness does not purport to be complete and is subject to, and qualified in its entirety by reference to, the underlying documents.

The Existing Notes

On July 2, 2021, the Issuer issued €550,000,000 in aggregate principal amount of its 3.750% senior notes due 2026 (the "**Existing Notes**"). Terms capitalized and otherwise not defined in this section have the meanings given to them in the Existing Indenture (as defined below).

The Existing Notes mature on July 15, 2026. The Issuer pays interest on the Existing Notes semi-annually in arrears on January 15 and July 15 of each year, commencing on January 15, 2022, at a rate of 3.750% per annum.

The Existing Notes are guaranteed on a senior basis by certain French, Spanish, Italian and English subsidiaries and will be guaranteed on a senior basis by the Guarantors on the Post Issue Date.

The Issuer may, at its option, redeem the Notes in whole or in part at any time prior to July 15, 2023, at a redemption price equal to 100% of their principal amount, plus a "make-whole" premium and accrued and unpaid interest. In addition, at any time until July 15, 2023, the Issuer may, at its option and on one or more occasions, redeem up to 40% of the aggregate principal amount of the Notes at a redemption price of 103.7500% of their principal amount plus accrued and unpaid interest, if any, to the redemption date, with the proceeds of certain equity offerings. On and after July 15, 2023, the Issuer may redeem all or a portion of the Existing Notes at the redemption prices specified below (expressed as a percentage of principal amount), *plus* accrued and unpaid interest, and additional amounts, if any, if redeemed during the twelve-month period beginning July 15 of the years indicated below:

Year	Redemption Price
2023	101.8750%
2024	100.9375%
2025 and thereafter	100.0000%

In addition, in connection with any tender offers for the Existing Notes, if holders of not less than 90% in aggregate principal amount of the Existing Notes validly tender and do not withdraw such Existing Notes in such tender offer and the Issuer, or any third party making such a tender offer in lieu of the Issuer, purchases all of the Existing Notes validly tendered and not withdrawn by such holders, the Issuer or such third party will have the right to redeem the Existing Notes that remain outstanding in whole, but not in part, following such purchase at a price equal to the price offered to each other holder of such Existing Notes (excluding any early tender or incentive fee) plus accrued and unpaid interest and additional amounts, if any, to, but excluding, the redemption date.

Upon the occurrence of certain defined events constituting a change of control, each holder of Existing Notes may require the Issuer to repurchase all or a portion of the Existing Notes at a redemption price equal to 101% of the outstanding principal amount.

The indenture governing the Existing Notes (the "**Existing Indenture**") restricts the ability of the Issuer and its restricted subsidiaries to, among other things: (i) incur or guarantee additional indebtedness and issue certain preferred stock; (ii) create or permit to exist certain liens; (iii) pay dividends, redeem capital stock and make certain investments; (iv) make certain other restricted payments; (v) make certain asset sales; (vi) consolidate or merge with other entities; and (vii) enter into certain transactions with affiliates, in each case on terms and conditions substantially similar to those in the Indenture that will govern the Notes. In addition, the Existing Indenture provides for certain events of default that are substantially similar to those that will apply to the Notes and the Indenture. See "*Description of the Notes*".

The Existing Indenture and the Existing Notes are governed by the laws of the State of New York.

New Revolving Credit Facility

Overview

On or about the Issue Date, the Issuer and Elior Participations intend to enter into a senior facilities agreement which will provide for the New Revolving Credit Facility (the "**New Senior Facilities Agreement**") with a syndicate of banks, including BNP Paribas and Crédit Agricole Corporate and Investment Bank as global coordinators, BNP Paribas, Crédit Agricole Corporate and Investment Bank, Natixis SA, J.P. Morgan S.E., Coöperatieve Rabobank U.A., Crédit Industriel et Commercial, Société Générale, Banco Bilbao Vizcaya Argentaria, S.A., Paris Branch and Goldman Sachs Bank Europe SE as mandated lead arrangers and bookrunners and Crédit Agricole Corporate and Investment Bank as facility agent (the "**Agent**").

The New Senior Facilities Agreement will provide for the New Revolving Credit Facility as described below.

Facility	**Borrowers**	**Principal amount (in € millions)**	**Maturity**
New Revolving Credit Facility	Elior and Elior Participations	430	Five years from the Issue Date(1)
	Total	**430**	

(1) Maturity is to be the earlier of five years from signing date of the New Revolving Credit Facility and the date which is six months prior to maturity date of the Notes.

New Revolving Credit Facility

The New Revolving Credit Facility will provide for up to €430 million which may be used by way of cash advances, to be drawn down in euro, dollars or other optional currencies to be agreed.

Purpose

General corporate and working capital purposes of the Group, including for the purpose of financing or refinancing any Permitted Acquisition (as defined in the New Senior Facility Agreement) and/or any capital expenditure.

Repayment

Each revolving advance shall be repaid on the last day of the relevant term and subject to rollover provided no Event of Default has occurred.

Term

One, three or six months or any other period agreed between the Issuer and the Agent (acting on the instructions of the majority lenders). The New Revolving Credit Facility may also be used up to €170 million by way of swingline, each for a term of not less than one and not more than 6 days (or any other period agreed between the Issuer and the Agent).

Interest and Margin

EURIBOR plus a certain margin, starting at 2.75% per annum on the New Revolving Credit Facility which will be adjusted based on a certain leverage ratio and rating of Elior. In addition, subject to the Group meeting all, some or none of certain agreed or to be agreed key sustainability performance targets, the margin may be decreased or increased by up to a maximum of 10 basis points.

Common Terms of the New Senior Facilities Agreement

Security and Guarantees

The New Revolving Credit Facility will be guaranteed by the Guarantors (initially by the Issuer and Elior Participations on the Issue Date and then within 120 days, by the Post-Issue Date Guarantors).

Undertakings and Covenants

The New Senior Facilities Agreement will contain customary negative covenants with respect to the Group's entities (adapted in certain cases to reflect the Group's specific situation), including, but not limited to, restrictions on:

- consummating certain acquisitions and establishing certain joint ventures;
- disposing of assets;
- granting loans or other credit facilities;
- incurring additional debt, issuing guarantees of third-party debt, or giving pledges on behalf of third parties (negative pledge clause); and
- making a substantial change to the general nature of the business.

The New Senior Facilities Agreement will contain certain reporting requirements, and particularly an obligation to provide audited annual consolidated financial statements and semi-annual interim condensed consolidated financial statements.

The New Senior Facilities Agreement will also require compliance with a ratio of total net debt to EBITDA (more particularly determined pursuant to the New Senior Facilities Agreement) at testing dates end of March and end of September each year (and for the first time on 31 March 2025) set at 4.50:1 throughout.

Mandatory Prepayment and Cancellation

Upon there occurring a "change of control" (as defined) or a sale of all or substantially all of the Group's assets, each Lender may request that its participation in the New Revolving Credit Facility be repaid in full.

Events of Default

The New Senior Facilities Agreement will provide for certain events of default (subject to materiality, cure periods and other exceptions where appropriate) which can trigger acceleration. These events of default notably include:

- the non-payment of amounts due under the New Senior Facilities Agreement on the due dates;
- the breach of certain financial covenants and other obligations;
- inaccuracy of a representation or statement when made or deemed to be made;
- cross-defaults with respect to other financing or financial commitments in excess of a certain minimum amounts;
- insolvency or insolvency proceedings concerning any Material Company (as defined in the Senior Facilities Agreement);
- the cessation of operations of any Material Company;
- failure of the auditors to certify the accounts of the Issuer or any Obligor;
- payment by the Issuer of any dividend or redemption, repurchase, retirement or repayment of any share capital of the Issuer or payment in respect of shareholder debt, if the above leverage ratio (pro forma of making such payment) is or exceeds 4.00:1; and

- the occurrence of any event or circumstance occurs which would reasonably be likely to have a material adverse effect on the ability of any Borrower to perform its payment obligations under the New Senior Facilities Agreement when taking account of the financial resources available to it from other members of the Group.

If an event of default occurs and persists, the New Senior Facilities Agreement will provide that the Agent may and will, if so instructed by the majority lenders, (i) block any additional utilizations and/or (ii) declare that all or part of any amount outstanding under the New Revolving Credit Facility is immediately due and payable.

Governing Law

The New Senior Facilities Agreement will be governed by French law.

PGE

On March 22, 2021, Elior Group received a €225 million French state-guaranteed loan ("**PGE**"). This loan was taken out as a result of the Covid crisis to strengthen our liquidity, cover the losses of our French subsidiaries and support our operations. Following the exercise of an extension option, the original one-year term was extended by five years and the PGE will mature in March 2027. The loan is repayable in six-monthly installments of €28.5 million as from October 1, 2023.

The PGE agreement will be amended to allow the entering into of the New Senior Facilities Agreement.

The PGE is subject to a graduated interest rate based on EURIBOR and the costs of the government guarantee determined based on the standard costs applicable to French government-backed loans.

As of September 30, 2024, €169 million remained outstanding under the PGE.

Securitization Program

A number of the Group's entities are beneficiaries under a €800 million euros, which has been restructured in September 2024 to increase its maximum amount and extend its maturity to September 2027 (the "**Securitization Program**").

The Securitization Program, which initially covered receivables held by five French subsidiaries and four Spanish subsidiaries within the Contract Catering business, as well as two French subsidiaries within the Multiservices business, now extends to receivables held by five French subsidiaries, four Spanish subsidiaries, five British subsidiaries, and two Italian subsidiaries within the Contract Catering business, along with six French subsidiaries within the Multiservices business (together, the "**Receivables Sellers**"). The September 2024 restructuring maintains the ON and OFF compartments as described below, the latter allowing for derecognition of transferred receivables, and enables diversification of the Group's overall debt.

Under this program, the receivables are sold to Ester Finance Titrisation (the "**Purchaser**"), a French subsidiary of Crédit Agricole CIB, which then reassigns the receivables to a securitization fund. As part of this transaction, the Purchaser appoints each participating subsidiary to manage, on behalf of the Purchaser, the collection of the receivables that the subsidiary has previously transferred to it. This mandate can be terminated either for a single subsidiary, in the event of certain occurrences affecting only that subsidiary, or for all participating subsidiaries in the event of other occurrences impacting the transaction as a whole. Termination of the collection mandate leads to notification of the transfer to the relevant debtors. The Purchaser settles its receivables purchases from the Receivables Sellers on a monthly basis. Between settlement dates, the Receivables Sellers may use cash received from clients, which is paid into segregated bank accounts dedicated to the transaction and swept monthly to the Purchaser's bank account. Responsibility for administering receivables, including adherence to established credit and collection policies, remains with the Receivables Sellers, with the Issuer acting as the centralizing entity for such administration.

In addition, the Purchaser has been granted a guarantee by the Issuer for amounts due to the Purchaser by the Receivables Sellers up to a maximum principal amount of €816 million. Additionally, the Purchaser holds securities over bank accounts used by the Receivable Sellers to collect receivables, as well as cash pledges (*gages-espèces*) covering certain specific risks.

The Securitization Program comprises two compartments: An “ON compartment” whereby receivables are sold with recourse against the Issuer and an “OFF compartment” whereby receivables are sold without recourse.

For the ON compartment, as we continue to bear a significant portion of late payment and credit risks, the sold receivables do not meet the conditions required under IFRS 9 for off balance-sheet accounting. Consequently, the financing received is accounted for as debt. Sales to the Purchaser are made at the face value of the receivables, less a discount to reflect the financing costs until settlement. As of September 30, 2024, outstanding securitized receivables relating to the ON compartment stood at €190 million.

For the OFF compartment, credit risks, interest rate risks and late payment risks are transferred to the Purchaser through the discount applied on the receivables, which corresponds to remuneration for the credit risk and the financing cost. Dilution risk, assessed as part of the overall risks and benefits analysis, is not deemed to be a risk associated with the receivables. As of September 30, 2024, the amount of receivables derecognized in relation to the OFF compartment of the Securitization Program stood at €370 million.

NEU CP

We have set up a short-term financing program in the form of Negotiable EUropean Commercial Paper (“**NEU CP**”). The program has a maximum amount of €500 million, is not guaranteed and has no credit rating. As of September 30, 2024, there were no outstanding borrowings under the NEU CP program.

DESCRIPTION OF THE NOTES

In this "*Description of the Notes*," the term "**Issuer**" refers only to Elior Group S.A., a *société anonyme* (limited liability corporation) organized under the laws of France, and not to any of its Subsidiaries (as defined hereafter). The term "**Notes**," unless the context requires otherwise, also refers to "**Book-Entry Interests**" in the Notes, as defined herein. The definitions of certain other terms used in this description are set forth throughout the text or under "*—Certain Definitions*."

The Issuer will issue 5.625% Senior Notes due 2030 (the "**Notes**") under an indenture dated on or about February 4, 2025 (the "**Indenture**") among, *inter alios*, the Issuer, U.S. Bank Trustees Limited as trustee (the "**Trustee**") and U.S. Bank Europe DAC as paying agent, transfer agent and registrar, in private transactions that are not subject to the registration requirements of the U.S. Securities Act of 1933, as amended (the "**Securities Act**"). The terms of the Notes include those set forth in the Indenture.

The Indenture is unlimited in aggregate principal amount, of which €500,000,000 aggregate principal amount of Notes will be issued in this Offering (the "**Initial Notes**"). We may in the future, subject to applicable law, issue an unlimited principal amount of Additional Notes (as defined below). We will only be permitted to issue Additional Notes in compliance with the covenants contained in the Indenture. The Notes and any Additional Notes will be treated as a single class for all purposes under the Indenture, including, without limitation, with respect to waivers, amendments, redemptions and offers to purchase, except as otherwise provided for in the Indenture.

The following description is a summary of the material terms of the Notes, the Guarantees and the Indenture. It does not, however, restate the Notes, the Guarantees and the Indenture in their entirety and where reference is made to a particular provision of the Notes, the Guarantees or the Indenture, such reference, including the definitions of certain terms, is qualified in its entirety by reference to all of the provisions of the Notes, the Guarantees and the Indenture. You should read the Notes and the Indenture (including the Guarantees) because they contain additional information and because they and not this description define your rights as a Holder of the Notes. Copies of the Indenture may be obtained from the Issuer at the address indicated under "*Listing and General Information*." The Indenture is not qualified under, does not incorporate provisions by reference to, and is not otherwise subject to, the U. S. Trust Indenture Act of 1939, as amended, including Section 316(b) thereof.

Application will be made to list the Notes on the Official List of the Exchange and to admit the Notes to trading on the Euro MTF market thereof. The Issuer can provide no assurance that this application will be accepted. See "*—Payments on the Notes; Paying Agent, Transfer Agent and Registrar*."

The registered Holder of a Note will be treated as the owner of it for all purposes. Only registered Holders will have rights under the Indenture.

Each reference to a legal entity herein shall be deemed to include such entity's successor in interest, unless the context requires otherwise.

Brief Description of the Structure and Ranking of the Notes and the Guarantees

The Notes

The Notes:

(a) will be the Issuer's general senior and unsecured obligations;

(b) will mature on March 15, 2030;

(c) will rank *pari passu* in right of payment with all of the Issuer's existing and future unsecured obligations that are not expressly contractually subordinated in right of payment to the Notes (including the Issuer's obligations in respect of the New Revolving Credit Facility, the Existing Notes and any future indebtedness permitted to be Incurred under the Indenture);

(d) will rank senior in right of payment to any existing and future obligations of the Issuer that are expressly subordinated in right of payment to the Notes;

(e) will be effectively subordinated to any existing and future secured obligations of the Issuer, to the extent of the value of the property and assets securing such obligations, unless such property or assets also secure the Notes on an equal and ratable or senior basis;

(f) will be structurally subordinated to all existing and future obligations of Subsidiaries of the Issuer that do not provide Guarantees; and

(g) will be guaranteed on the Issue Date by Elior Participations S.C.A. (the "**Issue Date Guarantor**") and, within 120 days following the Issue Date, by certain French, Spanish and English subsidiaries of the Issuer (the "**Post Issue Date Guarantors**").

The Guarantees

The Guarantee of each Guarantor, at the time the relevant Guarantor grants such Guarantee:

(a) will be such Guarantor's general senior and unsecured obligations;

(b) will be, subject to the Agreed Guarantee Principles, guaranteed on a joint and several basis, full and unconditional (subject to the limitations on such guarantee as described under "*Risk Factors—Risks Related to the Notes and the Guarantees—The Guarantees may be limited by applicable laws or subject to certain limitations or defenses that may adversely affect their validity and enforceability*" and "*Limitations on Validity and Enforceability of the Guarantees and Certain Insolvency Law Considerations*.")

(c) will rank *pari passu* in right of payment with all of such Guarantor's existing and future unsecured obligations that are not expressly contractually subordinated in right of payment to the Notes (including such Guarantor's obligations in respect of the New Revolving Credit Facility, the Existing Notes and any future indebtedness permitted to be Incurred under the Indenture);

(d) will rank senior in right of payment to any existing and future obligations of such Guarantor that are expressly subordinated in right of payment to such Guarantor's Guarantee;

(e) will be effectively subordinated to any existing and future secured obligations of such Guarantor, to the extent of the value of the property and assets securing such obligations, unless such property or assets also secure the Indenture on an equal and ratable or senior basis; and

(f) will be structurally subordinated to all existing and future obligations of Subsidiaries of such Guarantor that do not provide Guarantees.

General

The Issuer is a holding company and is accordingly dependent on cash flows from its Subsidiaries to meet its obligations under the Notes. See "*Risk Factors—Risks Related to the Notes and the Guarantees—The Issuer and the Issue Date Guarantor are holding companies dependent upon cash flows from the operating companies of our Group to meet our obligations on the Notes or the relevant Guarantee*."

For the year ended September 30, 2024, the Issuer and the Guarantors generated approximately 66% of the Group's revenue and 74% of the Group's Adjusted EBITDA. As of September 30, 2024, the Issuer and the Guarantors held 70% of the Group's total assets. As of September 30, 2024, on a *pro forma* basis giving effect to the Transactions, the Issuer's non-Guarantor subsidiaries would not have had any outstanding indebtedness other than finance leases.

The Notes are effectively subordinated in right of payment to all Debt and other liabilities and commitments (including trade payables and lease obligations) of the Issuer's Subsidiaries that are not Guarantors. Any right of the Issuer to receive assets of any of its Subsidiaries upon the Subsidiary's liquidation or reorganization (and the consequent right of the Holders to participate in those assets) will be effectively subordinated to the claims of that Subsidiary's creditors, except to the extent that the Issuer is itself recognized as a creditor of the Subsidiary subject to any mandatory legal subordination, in which case the claims of the Issuer would still be subordinated in right of payment to any security over the assets of the Subsidiary and any Debt of the Subsidiary senior to that held by the Issuer.

As at the Issue Date, all of the Issuer's Subsidiaries will be "Restricted Subsidiaries." Under the circumstances described below under "*—Certain Covenants—Designation of Unrestricted and Restricted Subsidiaries*," the Issuer will be permitted to designate certain of its Subsidiaries as "Unrestricted Subsidiaries." Unrestricted Subsidiaries of the Issuer will not be subject to the restrictive covenants in the Indenture.

Although the Indenture contains limitations on the amount of additional Debt that the Issuer and its Restricted Subsidiaries may incur, the amount of such additional Debt could be substantial. The Indenture will permit additional Debt to be secured.

Principal, Maturity and Interest

The Notes will mature on March 15, 2030 unless redeemed prior thereto as described herein. The redemption price at maturity will be 100.0% of the principal amount.

The Issuer will issue the Initial Notes in the aggregate principal amount of €500,000,000.

Each Note will bear interest at a rate per annum of 5.625% and interest will be payable semi-annually in arrear on March 15 and September 15 of each year, commencing on March 15, 2025.

Interest will be payable to Holders of record on each Note in respect of the principal amount thereof outstanding as at the Clearing System Business Day immediately preceding the payment date, as the case may be; however, owners of beneficial interests in the Notes must rely on the procedures of Euroclear or Clearstream, as applicable. See "*Risk Factors—Risks Related to the Notes and the Guarantees—Your rights as a noteholder will be limited so long as ownership in the Notes is evidenced by book-entry interests*." If the due date for any payment in respect of the Notes is not a Business Day at the place where such payment is due to be paid, the Holder thereof will not be entitled to payment of the amount until the next succeeding Business Day at such place, and will not be entitled to any further interest or other payment as a result of such delay. The rights of Holders in beneficial interest of the Notes to receive the payments on such Notes are subject to applicable procedures of Euroclear and/or Clearstream.

Interest on the Notes will accrue from, and including, the original issuance date or, if interest has already been paid, from the date it was most recently paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months on the aggregate principal amount outstanding.

From time to time, subject to the Issuer's compliance with the covenants contained in the Indenture, including the covenants restricting the incurrence of Debt (as described below under "*—Certain Covenants—Limitation on Debt*"), the Issuer is permitted to issue one or more series of additional Notes, which shall have terms substantially identical to the Notes except in respect of any of the following terms which shall be set forth in an Officer's Certificate supplied to the Trustee (the "**Additional Notes**"):

(a) the title of such Additional Notes;

(b) the aggregate principal amount of such Additional Notes;

(c) the date or dates on which such Additional Notes will be issued;

(d) the rate or rates (which may be fixed or floating) at which such Additional Notes shall bear interest and, if applicable, the interest rate basis, formula or other method of determining such interest rate or rates, the date or dates from which such interest shall accrue, the interest payment dates on which such interest shall be payable or the method by which such dates will be determined, the record dates for the determination of Holders thereof to whom such interest is payable and the basis upon which such interest will be calculated;

(e) the maturity date or dates of such Additional Notes;

(f) the currency or currencies in which such Additional Notes shall be denominated and the currency in which cash or government obligations in connection with such series of Additional Notes may be payable;

(g) the date or dates and price or prices at which, the period or periods within which, and the terms and conditions upon which, such Additional Notes may be redeemed, in whole or in part, including, but not limited to, any special mandatory redemption in theevent (e.g. an acquisition, Investment or refinancing) that the release from any escrow into which proceeds of the issuance of such Additional Notes are deposited is conditioned upon the consummation of any acquisition, Investment, refinancing or other transaction (such redemption, a "**Special Mandatory Redemption**");

(h) the escrow of all or a portion of the proceeds of such Additional Notes and the granting of Liens described in clause (ee) of the definition of "Permitted Liens" in favor of the Trustee or a security agent solely for the benefit of the holders of such Additional Notes (and not, for the avoidance of doubt, for the benefit of the holders of any other Notes, including Notes of the same series as such Additional Notes);

(i) if other than denominations of €100,000 and in integral multiples of €1,000 in excess thereof, the denominations in which such Additional Notes shall be issued and redeemed; and

(j) the ISIN, Common Code or other securities identification numbers with respect to such Additional Notes.

At the Issuer's election, Additional Notes may be established in one or more supplemental indentures to the Indenture in lieu of an Officer's Certificate under this provision. Such Additional Notes will be treated, along with all other series of Notes, as a single class for the purposes of the Indenture with respect to waivers, amendments and all other matters which are not specifically distinguished for such series, except as otherwise provided for in the Indenture. Unless the context otherwise requires, for all purposes of the Indenture and this "*Description of the Notes*," references to "**Notes**" shall be deemed to include references to the Initial Notes as well as any Additional Notes. Additional Notes may also be designated to be of the same series as the Initial Notes, and references to the "**Notes**" shall be deemed to refer to the Initial Notes as well as any Additional Notes.

Transfer and Exchange

The Notes will be sold outside the United States pursuant to Regulation S under the Securities Act and will be issued in the form of one or more registered notes in global form without interest coupons attached (the "**Global Notes**")

The Global Notes will, on the Issue Date, be deposited with and registered in the name of the nominee of the common depositary for the accounts of Euroclear and Clearstream.

Ownership of interests in the Global Notes ("**Book-Entry Interests**") will be limited to Persons that have accounts with Euroclear or Clearstream or Persons that may hold interests through such participants. Ownership of interests in the Book-Entry Interests and transfers thereof will be subject to the restrictions on transfer and certification requirements summarized below and described more fully under "*Transfer Restrictions*." In addition, transfers of Book-Entry Interests between participants in Euroclear or participants in Clearstream will be effected by Euroclear or Clearstream, as applicable, pursuant to customary procedures and subject to the applicable rules and procedures established by Euroclear or Clearstream, as applicable, and their respective participants.

The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under the Indenture or under applicable law with respect to any transfer of any interest in any note other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, the Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

Book-Entry Interests may be transferred in accordance with the transfer restrictions described under "*Transfer Restrictions*" and in accordance with any applicable securities law of any other jurisdiction.

Any Book-Entry Interest that is transferred as described in the immediately preceding paragraphs will, upon transfer, cease to be a Book-Entry Interest in the Global Note from which it was transferred and will become a Book-Entry Interest in the Global Note to which it was transferred. Accordingly, from and after such transfer, it will become subject to all transfer restrictions, if any, and other procedures applicable to Book-Entry Interests in the Global Note to which it was transferred.

If Definitive Registered Notes are issued, they will be issued only in minimum denominations of €100,000 principal amount and integral multiples of €1,000 in excess thereof upon receipt by the Registrar of instructions relating thereto and any certificates, opinions and other documentation required by the Indenture. It is expected that such instructions will be based upon directions received by Euroclear or Clearstream, as applicable, from the participant that owns the relevant Book-Entry Interests. Definitive Registered Notes issued in exchange for a

Book-Entry Interest will, except as set forth in the Indenture or as otherwise determined by the Board of Directors or an Officer of the Issuer to be in compliance with applicable law, be subject to, and will have a legend with respect to, the restrictions on transfer summarized below and described more fully under "*Transfer Restrictions*."

Subject to the restrictions on transfer referred to above, Notes issued as Definitive Registered Notes may be transferred or exchanged in whole or in part, in minimum denominations of €100,000 in principal amount and integral multiples of €1,000 in excess thereof. In connection with any such transfer or exchange, the Indenture will require the transferring or exchanging Holder to, among other things, furnish appropriate endorsements and transfer documents, to furnish information regarding the account of the transferee at Euroclear or Clearstream, as applicable, to furnish certain certificates and opinions, and to pay any taxes in connection with such transfer or exchange. Any such transfer or exchange will be made without charge to the Holder, other than any taxes payable in connection with such transfer.

Notwithstanding the foregoing, the Issuer is not required to register the transfer or exchange of any Notes:

(1) for a period of 15 days prior to any date fixed for the redemption of such Notes;

(2) for a period of 15 days immediately prior to the date fixed for selection of such Notes to be redeemed in part;

(3) for a period of 15 days prior to the record date with respect to any interest payment date applicable to such Notes; or

(4) which the Holder has tendered (and not withdrawn) for repurchase in connection with a Change of Control Offer (as defined under "*—Certain Covenants —Change of Control*") or an Asset Sale (as defined under "*—Certain Covenants—Limitation on Asset Sales*").

The Issuer, the Trustee, any Paying Agent, the Registrar and the Transfer Agent will be entitled to treat the Holder as the owner of it for all purposes.

Guarantees

On the Issue Date, the Notes will be guaranteed, subject to the Agreed Guarantee Principles, by the Issue Date Guarantor. Within 120 days after the Issue Date, the Notes will be initially guaranteed by the Post Issue Date Guarantors (collectively, the "**Initial Guarantors**") as set out below.

Name	**Jurisdiction of Organization**	**Registered Office**	**Registration number**
On or about the Issue Date:			
Elior Participations S.C.A.	France	9-11 allée de l'Arche, 92032 Paris La Défense, France	380 543 678 R.C.S. Nanterre
Within 120 days from the Issue Date:			
Soreset	France	18 Rue Francis de Pressensé, 42000 Saint-Étienne, France	507 600 559 R.C.S. Saint-Étienne
Elior Services FM	France	1 Boulevard du Général Delambre, 95870 Bezons, France	391 322 831 R.C.S. Pontoise
Elior Services Propreté et Santé	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	303 409 593 R.C.S. Nanterre
Elior Restauration Hôtellerie de Santé (ERHS)	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	877 676 932 R.C.S. Nanterre

Name	Jurisdiction of Organization	Registered Office	Registration number
Entremets de Paris	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	877 679 241 R.C.S. Nanterre
Ansamble	France	Allée Gabriel Lippmann Pibs, 56000 Vannes, France	334 159 472 R.C.S. Vannes
Elior Restauration Approvisionnements	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	524 959 426 R.C.S. Nanterre
Egée Services XI	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	877 764 753 R.C.S. Nanterre
Services et Santé	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	348 415 506 R.C.S. Nanterre
L'Alsacienne de restauration	France	2 Rue Evariste Galois, 67300 Schiltigheim, France	312 478 266 R.C.S. Strasbourg
Société de Gestion de Sites de Restauration Concession	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	301 499 620 R.C.S. Nanterre
Elior FA3C	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	413 913 799 R.C.S. Nanterre
Derichebourg Aeronautics Training France	France	3 rue Jules Védrines, 31400 Toulouse, France	505 253 484 R.C.S. Toulouse
Elior Services Supports	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	351 419 502 R.C.S. Nanterre
Elior Restauration France	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	662 025 196 R.C.S. Nanterre
Derichebourg Intérim	France	51 Chemin des Mèches, 94000 Créteil, France	602 044 638 R.C.S. Créteil
Derichebourg Aeronautics Services France	France	1 bis avenue de l'Escadrille Normandie-Niémen Zone d'Activité Commerciale du Grand Noble, 31700 Blagnac, France	340 641 216 R.C.S. Toulouse
Derichebourg Propreté	France	Zac de la Haie Griselle 6 Allée	702 021 114 R.C.S. Créteil

Name	Jurisdiction of Organization	Registered Office	Registration number
		des Coquelicots, 94470 Boissy-Saint-Léger, France	
Derichebourg Technologies	France	51 Chemin des Mèches, 94000 Créteil, France	509 652 178 R.C.S. Créteil
Promain	France	11 Rue Marcel Paul, 95870 Bezons, France	378 780 282 R.C.S. Pontoise
Derichebourg Énergie E.P.	France	51 Chemin des Mèches, 94000 Créteil, France	753 079 698 R.C.S. Créteil
Derichebourg Énergie	France	51 Chemin des Mèches, 94000 Créteil, France	325 539 609 R.C.S. Créteil
LSL	France	33 rue de Metz, 92700 Colombes, France	801 563 495 R.C.S. Nanterre
Serunion, S.A.U.	Spain	Calle Esteban Terradas 8 - Polígono Industrial Leganés 28914, Madrid	Sheet M-682061 Volume 38333 Page 169 IRUS: 1000258349680 NIF : A59376574
Alimentación y Restauración a Centros de Enseñanza ARCE, S.L.U.	Spain	Calle Esteban Terradas 8 - Polígono Industrial Leganés 28914, Madrid	Sheet M-170313Volume 10773Page 46 IRUS: 1000256947575 NIF : B81405656
Alimentación Saludable Gallega, S.L.U.	Spain	Calle Teixugueiras 11 Bajo - Local 13 Vigo 36212, Pontevedra	Sheet PO-60595 Volume 4140 Page 145 IRUS: 1000101998053 NIF: B27831783
Hosteleria de Servicios Colectivos, S.A.U.	Spain	Calle Córcega,612,Entresuelo. Barcelona, 08025	Sheet B-27391 Volume 45628 Page 79 NIF: A58358979
Attende Care, S.L.U.	Spain	Calle Esteban Terradas 8 - Polígono Industrial Leganés 28914, Madrid	Sheet M-760520 Volume 43027 Page 185 IRUS: 1000310094559 NIF : B70091749
Serunion Alimentacio Saludable, S.L.U.	Spain	Cr de Esplugues Num.225 Cornella de Llobregat 08940	Sheet B-499626 Volume 46321 Page 107 NIF: B66956988
Alcil Restauración Catering y Servicios, S.L.U.	Spain	Calle Aluminio 9 1º Valladolid 47012-Valladolid	Sheet VA-15690 Volume 1098 Page 131 IRUS: 1000105235758 NIF : B47532288

Name	Jurisdiction of Organization	Registered Office	Registration number
Alessa Catering Services, S.A.U.	Spain	Cr de Esplugues Num.225 Cornella de Llobregat 08940	Sheet B-82959 Volume 42998 Page 83 NIF: A08827180
Serunion Vending, S.A.U.	Spain	Cr de Esplugues Num.225 Cornella de Llobregat 08940	Sheet B-116434 Volume IRUS: 1000336763473 Page 0 NIF: A60602349
Elior UK Plc	England	The Courtyard, Catherine Street, Macclesfield, Cheshire, SK11 6ET	01106729
Lexington Catering Limited	England	The Courtyard, Catherine Street, Macclesfield, Cheshire, SK11 6ET	03428444
Taylor Shaw Limited	England	The Courtyard, Catherine Street, Macclesfield, Cheshire, SK11 6ET	06576188
Caterplus Services Limited	England	The Courtyard, Catherine Street, Macclesfield, Cheshire, SK11 6ET	02594800
Edwards and Blake Limited	England	The Courtyard, Catherine Street, Macclesfield, Cheshire, SK11 6ET	03461947

As described below under "*—Certain Covenants—Additional Guarantees*" and the Agreed Guarantee Principles, each Restricted Subsidiary that guarantees the New Senior Facilities Agreement, Public Debt or certain other Debt, in each case of the Issuer or a Guarantor, shall also enter into a supplemental indenture as an additional Guarantor of the Notes.

For the purposes of this "*Description of Notes*," a "**Guarantor**" means the Initial Guarantors and any Restricted Subsidiary of the Issuer that may guarantee the Notes from time to time pursuant to the Indenture (in each case, together with any and all successors thereto).

The obligations of a Guarantor under its Guarantee will be limited as necessary to prevent the relevant Guarantee from constituting a fraudulent conveyance, preference, transfer at under value or unlawful financial assistance under applicable law, or otherwise to reflect corporate benefit rules, thin capitalization rules, retention of title claims, laws on the preservation of share capital, limitations of corporate law, regulations or defenses affecting the rights of creditors generally or other limitations under applicable law which, among other things, might limit the amount that can be guaranteed by each relevant Guarantor. Additionally, the Guarantees will be subject to certain corporate law procedures being complied with. See "*Limitations on the Validity and Enforceability of the Guarantees and Certain Insolvency Law Considerations*" and "*Risk Factors—Risks Related to the Notes and the Guarantees—The Guarantees may be limited by applicable laws or subject to certain limitations or defenses that may adversely affect their validity and enforceability*." The Guarantees will be further limited as required under the Agreed Guarantee Principles that will apply to, and restrict the granting of guarantees in favor of obligations under the Notes.

Agreed Guarantee Principles

The Agreed Guarantee Principles apply to the granting of guarantees in favor of obligations under the Notes. The guarantees to be provided under the Indenture will be given in accordance with the principles set out in the Agreed Guarantee Principles. The Agreed Guarantee Principles address the manner in which the Agreed Guarantee Principles will impact on the guarantees proposed to be taken in relation to the Indenture.

These Agreed Guarantee Principles embody recognition by all parties that there may be certain legal and practical difficulties in obtaining guarantees from the Issuer and each of its Restricted Subsidiaries, from time to time (the "**Group**") in each jurisdiction in which such members of the Group are incorporated. In particular:

- general legal and statutory limitations, regulatory requirements or restrictions, tax restrictions, financial assistance, corporate benefit, fraudulent preference, "thin capitalization" rules, "earnings stripping", "controlled foreign corporation" and "capital maintenance" rules, retention of title claims, employee consultation or approval requirements and similar principles may limit the ability of the Issuer and any Restricted Subsidiary from providing a guarantee or may require that the guarantee be limited to a specific amount or otherwise (the "**Mandatory Rules**"). If any such limit applies, the affected guarantee shall be limited to the maximum amount which the relevant grantor may provide;

- the agreement that Restricted Subsidiaries will not be required to give guarantees if they are not wholly owned (directly or indirectly) by the Issuer or if it is not within the legal capacity of the relevant Restricted Subsidiary or if it would conflict with the fiduciary or statutory duties of such Restricted Subsidiary's directors or contravene any applicable legal, regulatory or contractual prohibition or restriction or have the potential to result in a material risk of personal or criminal liability for any director or officer of or for any member of the Group, and the guaranteed obligations will be limited to avoid any risk to officers of the relevant member of the Group of contravention of their fiduciary duties and/or criminal or personal liability, *provided* that the relevant member of the Group shall use commercially reasonable endeavors (but without incurring material cost and without adverse impact on relationships with third parties) to overcome any such obstacle or otherwise such guarantee shall be subject to such limit;

- the agreement in certain jurisdictions it may be either impossible or impractical to grant guarantees, in which case such guarantees shall not be granted;

- the agreement that no guarantees will be required from any joint venture or similar arrangement, any minority interest or any member of the Group that is not wholly owned by another member of the Group;

- the agreement that the giving of a guarantee, will not be required if and to the extent it would have a material adverse effect on the ability of the Group to conduct its operations and business in the ordinary course as otherwise permitted by the Indenture; and

- the maximum guaranteed amount may be limited to minimize stamp duty, notarization, registration or other applicable fees, taxes and duties where the benefits of increasing the guaranteed amount is disproportionate to the level of such fee, taxes and duties.

Payments on the Notes; Paying Agent, Transfer Agent and Registrar

The Issuer will make all payments, including principal of, premium, if any, and interest on the Notes, at its office or through its agent in a city in the European Economic Area or the United Kingdom that it will maintain for these purposes. Initially, that agent will be U.S. Bank Europe DAC (the "**Paying Agent**"). The Issuer may change the Paying Agent without prior notice to the Holders. The Issuer will make all payments in same-day funds.

The Issuer will also maintain a registrar (the "**Registrar**") and a transfer agent (the "**Transfer Agent**"). The initial Registrar and Transfer Agent will be U.S. Bank Europe DAC. The Registrar will maintain a register reflecting ownership of the Notes outstanding from time to time, if any, and together with the Transfer Agent, will facilitate transfers of the Notes on behalf of the Issuer. A register of the Notes shall be left at the registered office of the Issuer. In case of inconsistency between the register of Notes kept by the Registrar and the one kept by the Issuer at its registered office, the register kept by the Registrar shall prevail.

Upon prior written notice to the Trustee, the Issuer may change any Paying Agent, Registrar or Transfer Agent for the Notes without prior notice to the Holders of such Notes. However, for so long as they are admitted to trading on the Euro MTF market of the Exchange and the rules and regulations thereof so require, the Issuer will publish a notice of any change of Paying Agent, Registrar or Transfer Agent to the extent and in the manner permitted by such rules and regulations. In addition, for so long as any Notes are represented by Global Notes, such notices to Holders of the Notes may be delivered by or on behalf of the Issuer to Euroclear and Clearstream.

Holders will not be responsible for any service charge for any registration of transfer, exchange or redemption of the Notes, but the Issuer may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection with any such registration of transfer or exchange.

Additional Amounts

All payments made under or with respect to the Notes or a Guarantee will be made free and clear of and without withholding or deduction for or on account of any present or future taxes, duties, levies, imposts, assessments or similar governmental charges of whatever nature, including penalties, interest and other liabilities thereto (collectively, "**Taxes**") imposed or levied by or on behalf of France or any jurisdiction in which the Issuer or a Guarantor is organized, engaged in business for tax purposes or resident for tax purposes, or from or through which payment by or on behalf of the Issuer or any Guarantor on the Notes or any Guarantee is made, or any political subdivision or authority thereof or therein, having the power to tax (each, a "**Relevant Taxing Jurisdiction**"), unless the withholding or deduction of such Taxes is required by law. In the event that the Issuer or a Guarantor is required to so withhold or deduct any amount for or on account of any such Taxes imposed or levied by or on behalf of a Relevant Taxing Jurisdiction from any payment made under or with respect to the Notes or a Guarantee, the Issuer or a Guarantor, as the case may be, will pay such additional amounts ("**Additional Amounts**") as may be necessary so that the net amount received in respect of such payments by each Holder after such withholding or deduction (including any such withholding or deduction from such Additional Amounts) will be not less than the amount that would have been received in respect of such payments if such Taxes had not been required to be withheld or deducted.

Notwithstanding the foregoing, neither the Issuer nor any Guarantor will pay Additional Amounts to a Holder of any Note in respect or on account of:

(a) any Taxes that are imposed or levied by a Relevant Taxing Jurisdiction by reason of a present or former connection of the Holder or beneficial owner (in the case of a Note held in global form, only if such beneficial owner is reasonably identifiable) with such Relevant Taxing Jurisdiction (including, but not limited to, citizenship, nationality, residence, domicile, or existence of a business, a permanent establishment, a place of business or a place of management present or deemed present within the Relevant Taxing Jurisdiction) other than the mere receipt or holding of any Note or by reason of the receipt of payments thereunder or the exercise or enforcement of rights under such Note, any Guarantee or the Indenture;

(b) any Taxes that are imposed or withheld by reason of the failure of the Holder or beneficial owner (in the case of a Note held in global form, only if such beneficial owner is reasonably identifiable) of any Note, to comply with the Issuer's written request addressed to the Holder, providing at least 30 calendar days' notice before any such withholding or deduction would be payable, to satisfy any certification, identification, information or other reporting requirements concerning nationality, residence, identity or connection with the Relevant Taxing Jurisdiction which the Holder or such beneficial owner is legally required to satisfy, whether imposed by statute, treaty, regulation or administrative practice, in each such case by the Relevant Taxing Jurisdiction, as a precondition to exemption from, or reduction in the rate of deduction or withholding of, Taxes imposed by the Relevant Taxing Jurisdiction (including, without limitation, a certification that the Holder or beneficial owner is not resident in the Relevant Taxing Jurisdiction), *provided* that the relevant Holder or beneficial owner is legally entitled to satisfy such requirements;

(c) any estate, inheritance, gift, sales, personal property, transfer or similar Taxes;

(d) any Tax that is payable other than by deduction or withholding from payments made under or with respect to any Note or Guarantee;

(e) any Taxes imposed on or with respect to a Note presented for payment by or on behalf of a Holder or beneficial owner who would have been able to avoid such withholding or deduction by presenting the relevant Note to another paying agent;

(f) any Tax which would not have been so imposed but for the presentation (where presentation is required in order to receive payment) by the Holder for payment on a date more than 30 days after the date on which such payment becomes due and payable or the date on which payment thereof is duly provided for, whichever occurs later, except to the extent that the Holder would have been entitled to such Additional Amounts on presenting the same for payment on any day (including the last day) within such 30-day period;

(g) any Taxes imposed, withheld or deducted pursuant to Sections 1471–1474 of the U. S. Internal Revenue Code of 1986, as amended (the "**Code**"), any current or future regulations or official interpretations thereof, any similar law or regulation adopted pursuant to an intergovernmental agreement between a non-U. S. jurisdiction and the United States with respect to the foregoing or any agreements entered into pursuant to Section 1471(b)(1) of the Code; or

(h) any Tax imposed on or with respect to any payment by the Issuer or the relevant Guarantor to the Holder or beneficial owner (in the case of a Note held in global form, only if such beneficial owner is reasonably identifiable) if such Holder or beneficial owner is a fiduciary or partnership or person other than the sole beneficial owner of such payment to the extent that Taxes would have been excluded had the relevant beneficial owner been the Holder of the Note;

(i) any withholding or deduction for French Taxes required by reason of a payment being (x) paid to a bank account opened in a financial institution established in a non-cooperative State or territory (*Etat ou territoire non-coopératif*) as defined in Article 238-0 A of the French Tax Code, or (y) paid or accrued to a person incorporated, established, domiciled or acting through an office situated in such a non-cooperative State or territory; or

(j) any withholding or deduction for French Taxes required to be made by reason of the Holder or the beneficial owner of the Notes concurrently being a shareholder of the Company or of any Guarantor.

In addition, Additional Amounts will not be payable with respect to any Taxes that are imposed in respect of any combination of the above items.

The Issuer or any Guarantor will also make or cause to be made such withholding or deduction of Taxes and remit the full amount of Taxes so deducted or withheld to the relevant taxing authority in accordance with all applicable laws. The Issuer or the relevant Guarantor will use reasonable efforts, upon request, to make available to the Holders, as soon as reasonably practicable, certified copies of tax receipts evidencing such payment by the Issuer or such Guarantor, as the case may be, or if, notwithstanding the Issuer's or the Guarantor's reasonable efforts to obtain such receipts, the same are not obtainable, other evidence reasonably satisfactory to the Trustee of such payment by the Issuer or the Guarantor.

At least 30 calendar days prior to each date on which any payment under or with respect to the Notes is due and payable, if the Issuer or a Guarantor will be obliged to pay Additional Amounts with respect to such payment (unless such obligation to pay Additional Amounts arises after the 45th day prior to the date on which payment under or with respect to the Notes is due and payable, in which case it will be promptly thereafter), the Issuer or a Guarantor will deliver to the Trustee and the Paying Agent an Officer's Certificate stating that such Additional Amounts will be payable and the amounts so payable and setting forth such other information as is necessary to enable the Trustee or Paying Agent to pay such Additional Amounts to the Holders on the payment date. The Trustee and the Paying Agent shall be entitled to rely solely on such Officer's Certificate as conclusive proof that such payments are necessary.

In addition, the Issuer or any Guarantor will pay (i) any present or future stamp, issue, registration, transfer, documentation, court, excise or other similar taxes, charges and duties, including interest or penalties with respect thereto imposed or levied by any Relevant Taxing Jurisdiction, in respect of the execution, issue, delivery or registration of, or receipt of payments with respect to the Notes, the Indenture or a Guarantee, or any other document or instrument referred to thereunder (other than transfers of the Notes following the initial resale of the Notes by the Initial Purchasers) (limited, solely in the case of taxes attributable to the receipt of any payments with respect to the Notes, the Indenture or a Guarantee, to any such Taxes imposed in a Relevant Taxing Jurisdiction that are not excluded under clauses (a) through (c) and (e) through (j)); and (ii) any such taxes, charges or duties imposed by any jurisdiction as a result of, or in connection with, the enforcement of the Notes, any Guarantee or the Indenture or any other such document or instrument following the occurrence of any Event of Default with respect to the Notes.

The foregoing provisions will survive any termination, defeasance or discharge of the Indenture, any transfer by a Holder or beneficial owner of its Notes, and will apply *mutatis mutandis* to any jurisdiction in which any Surviving Entity (as defined below) or successor person to the Issuer or a Guarantor is organized, engaged in business or resident for tax purposes, or any jurisdiction from or through which such Person makes any payment on the Notes or any Guarantee, or any political subdivision or authority thereof or therein, having the power to tax.

Whenever in the Indenture or this "*Description of the Notes*" there is mentioned, in any context, the payment of principal (and premiums, if any), redemption price, interest or any other amount payable under or with respect to any Note (including payments made pursuant to any Guarantee), such mention will be deemed to include mention of the payment of Additional Amounts thereon.

Optional Redemption

General

Any redemption and notice of redemption may, at the Issuer's discretion, be subject to the satisfaction of one or more conditions precedent (including, without limitation, in the case of a redemption related to an Equity Offering, the consummation of such Equity Offering and, in the case of a redemption of the Notes, the incurrence of indebtedness the proceeds of which will be used to redeem the Notes). In addition, if such redemption or notice is subject to satisfaction of one or more conditions precedent, such notice shall state that, in the Issuer's discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied *provided, however*, that, in any case such redemption date shall not be more than 60 days from the date on which such notice to holders of the Notes is first given, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption date, or by the redemption date so delayed.

We understand that, under existing practices of Euroclear and Clearstream, if fewer than all of the Notes are to be redeemed at any time, Euroclear and Clearstream will credit their respective participants' accounts on a proportionate basis by way of pool factor, in accordance with the rules and procedure of Euroclear and Clearstream (as applicable) or on such other basis as they deem fair and appropriate, *provided, however*, that no ownership of interests in the Global Note of less than €100,000 principal amount at maturity, or less, may be redeemed in part. None of the Trustee, the Paying Agent or the Registrar shall be liable for any selection made under this paragraph. If any Definitive Registered Note is to be redeemed in part only, the notice of redemption relating to that Definitive Registered Note will state the portion of the principal amount thereof to be redeemed. A new Definitive Registered Note in principal amount equal to the unredeemed portion thereof will be issued and delivered in the name of the Holder thereof upon cancellation of the original Definitive Registered Note.

Unless the Issuer defaults in the payment of the redemption price, interest will cease to accrue on the Notes or portion thereof called for redemption on the applicable redemption date. Any such redemption or notice may, at the Issuer's discretion, be subject to one or more conditions precedent.

If the optional redemption date is on or after an interest payment record date and on or before the related interest payment date, the accrued and unpaid interest will be paid to the Person in whose name the Note is registered at the close of business on such record date, and no additional interest will be payable to Holders whose Notes will be subject to redemption by the Issuer.

If a redemption date is not a Business Day, payment may be made on the next succeeding day that is a Business Day, and no interest shall accrue on any amount that would have been otherwise payable on such redemption date if it were a Business Day for the intervening period.

The Issuer may provide in any notice of redemption that payment of the redemption price and performance of the Issuer's obligations with respect to such redemption may be performed by another Person.

Notwithstanding the foregoing, in connection with any tender offer for the Notes, including a Change of Control Offer or Excess Proceeds Offer, if Holders of Notes of not less than 90% in aggregate principal amount of the applicable outstanding Notes validly tender and do not withdraw such Notes in such tender offer and the Issuer, or any third party making such a tender offer in lieu of the Issuer, purchases, all of the Notes validly tendered and not withdrawn by such Holders, all of the Holders of Notes will be deemed to have consented to such tender offer, and accordingly the Issuer or such third party will have the right upon not less than 10 nor more than 60 days' prior notice to Holders of the Notes, given not more than 30 days following such tender offer expiration date, to redeem the Notes that remain outstanding in whole, but not in part, following such tender offer at a price equal to the price offered to each other Holder of Notes (excluding any early tender or incentive fee) in such tender offer, plus, to the extent not included in the tender offer payment, accrued and unpaid interest and Additional Amounts, if any, thereon, to, but excluding, such redemption date.

Optional Redemption upon an Equity Offering

At any time prior to March 15, 2027, upon not less than 10 nor more than 60 days' notice to holders of the Notes, the Issuer may on any one or more occasions redeem up to 40% of the aggregate principal amount of Notes that were initially issued under the Indenture (calculated after giving effect to the issuance of any Additional Notes) at a redemption price of 105.625% of their principal amount, plus accrued and unpaid interest and Additional Amounts, if any, to, but excluding, the redemption date, with the net proceeds from one or more Equity Offerings. The Issuer may only do this, however, if:

(a) at least 50% of the aggregate principal amount of Notes that were initially issued (calculated after giving effect to the issuance of any Additional Notes) would remain outstanding immediately after the proposed redemption; and

(b) the redemption occurs within 180 days after the closing of such Equity Offering.

Optional Redemption prior to March 15, 2027

At any time prior to March 15, 2027, the Issuer may redeem during each twelve-month period commencing with the Issue Date up to 10% of the original aggregate principal amount of the Notes (including the principal amount of any Additional Notes), at its option, upon not less than 10 nor more than 60 days' prior notice, at a redemption price equal to 103% of the principal amount of the Notes redeemed, plus accrued and unpaid interest and Additional Amounts, if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

At any time prior to March 15, 2027 upon not less than 10 nor more than 60 days' notice to holders of the Notes, the Issuer may also redeem all or part of the Notes at a redemption price equal to 100% of the principal amount thereof plus the Applicable Redemption Premium and accrued and unpaid interest and Additional Amounts, if any, to the redemption date.

Optional Redemption on or after March 15, 2027

At any time on or after March 15, 2027 and prior to maturity, upon not less than 10 nor more than 60 days' notice to holders of the Notes, the Issuer may redeem all or part of the Notes. These redemptions will be in amounts of €100,000 or integral multiples of €1,000 in excess thereof at the following redemption prices (expressed as percentages of their principal amount at maturity), plus accrued and unpaid interest and Additional Amounts, if any, to, but excluding, the redemption date, if redeemed during the 12-month period beginning March 15 in each of the years set forth below:

Year	**Redemption Price**
2027	102.81250%
2028	101.40625%
2029 and thereafter	100.00000%

Redemption Upon Changes in Withholding Taxes

The Issuer may, at its option, redeem the Notes, in whole but not in part, at any time upon giving not less than 10 nor more than 60 days' notice to the Holders, at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest thereon, if any, to, but excluding, the redemption date and all Additional Amounts, if any, then due and which will become due on the date of redemption as a result of the redemption or otherwise (subject to the right of Holders on the relevant record date to receive interest due on an interest payment date that is prior to the redemption date and Additional Amounts, if any, in respect thereof), if the Issuer determines in good faith that the Issuer or a Guarantor is or, on the next date on which any amount would be payable in respect of the Notes, would be obliged to pay Additional Amounts (as defined above under "*—Additional Amounts*") in respect of the Notes or any Guarantee pursuant to the terms and conditions thereof, which the Issuer or any Guarantor cannot avoid by the use of reasonable measures available to it (including making payment through a paying agent located in another jurisdiction and, in the case of a Guarantor, making the payment giving rise to such requirement by the Issuer or another Guarantor who would not be obligated to pay Additional Amounts if payments through the Issuer or another Guarantor would be reasonable, provided, for the avoidance of doubt, that the Issuer or the Guarantor will not be required to take any measures that would result in the imposition on it of any material legal or regulatory burden or the incurrence by it of any material additional costs, or would otherwise result in any material adverse consequences), as a result of:

(a) any change in, or amendment to, the laws or treaties (or any regulations or rulings promulgated thereunder) of any Relevant Taxing Jurisdiction (as defined above under "—*Additional Amounts*") affecting taxation which has not been publicly announced before and which is enacted or issued and becomes effective on or after the date of the Indenture or, if the Relevant Taxing Jurisdiction has changed since the date of the Indenture, on or after the date on which the then current Relevant Taxing Jurisdiction became the Relevant Taxing Jurisdiction under the Indenture; or

(b) any change in the official application, administration, or interpretation of the laws, treaties, regulations or rulings of any Relevant Taxing Jurisdiction (including a holding, judgment or order by a court of competent jurisdiction), which change has not been publicly announced before and which becomes effective on or after the date of the Indenture or, if the Relevant Taxing Jurisdiction has changed since the date of the Indenture, on or after the date on which the then current Relevant Taxing Jurisdiction became the Relevant Taxing Jurisdiction under the Indenture (each of the foregoing clauses (a) and (b), a "**Change in Tax Law**").

Notwithstanding the foregoing, no such notice of redemption will be given (a) earlier than 60 days prior to the earliest date on which the Issuer or a Guarantor would be obliged to make such payment of Additional Amounts or withholding if a payment in respect of the Notes were then due and (b) unless at the time such notice is given, the obligation to pay Additional Amounts remains in effect.

Prior to the publication or, where relevant, mailing of any notice of redemption pursuant to the foregoing, the Issuer will deliver to the Trustee:

(a) an Officer's Certificate stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer to so redeem have occurred (including that such obligation to pay such Additional Amounts cannot be avoided by the Issuer or Guarantor taking reasonable measures available to it); and

(b) an opinion of independent tax counsel of recognized standing, qualified under the laws of the Relevant Taxing Jurisdiction to the effect that the Issuer or a Guarantor, as the case may be, is or would be obliged to pay such Additional Amounts as a result of a Change in Tax Law.

The Trustee will accept, and is entitled to rely on, such Officer's Certificate and opinion as sufficient evidence, without further enquiry, of the satisfaction of the conditions precedent as described above, in which event it will be conclusive and binding on the Holders.

The foregoing provisions will apply *mutatis mutandis* to any successor person, after such successor person becomes a party to the Indenture, with respect to a Change in Tax Law occurring after the time such successor person becomes a party to the Indenture.

Post Tender Redemption

In connection with any tender offer for, or other offer to purchase, any series of Notes at a price no less than the open market trading price of the applicable series of Notes on the date such tender offer commences (as determined in good faith by the Board of Directors or an Officer), plus accrued and unpaid interest thereon to, but excluding, the applicable tender settlement date, if Holders of not less than 90% in aggregate principal amount of the applicable series of Notes validly tender and do not validly withdraw such series of Notes in such tender offer and the Issuer, or any third party making such a tender offer in lieu of the Issuer, purchases all of the applicable series of Notes validly tendered and not validly withdrawn by such Holders, all of the Holders of the applicable series of Notes will be deemed to have consented to such tender or other offer and, accordingly, the Issuer or such third party will have the right upon not less than 10 nor more than 60 days' prior notice to redeem the applicable series of Notes that remain outstanding in whole, but not in part, following such purchase, at a price equal to the price offered to each other holder of the applicable series of Notes in such tender offer (*provided* that such price shall not be less than 100% of the principal amount), plus, to the extent not included in the tender offer payment, accrued and unpaid interest, if any, thereon, to, but excluding, such redemption date.

Notice of Optional Redemption

If the Issuer effects an optional redemption of the Notes, it will, for so long as the Notes are admitted to trading on the Euro MTF market of the Exchange and the rules thereof so require, inform the Exchange of such optional redemption and confirm the aggregate principal amount of the Notes that will remain outstanding immediately after such redemption. For Notes which are represented by Global Notes, notices may be given by delivery of the relevant notices to Euroclear and Clearstream for communication to entitled account Holders in substitution for the aforesaid mailing. The Notes will be selected in accordance with the methods described under "*—Optional Redemption—General*."

Mandatory Redemption; Offers to Purchase; Open Market Purchases

The Issuer will not be required to make any mandatory redemption or sinking fund payments with respect to the Notes. However, under certain circumstances, the Issuer may be required to offer to purchase the Notes as described under the captions "*—Certain Covenants—Change of Control*" and "*—Certain Covenants—Limitation on Asset Sales*." The Issuer and its Restricted Subsidiaries may at any time and from time to time purchase Notes in the open market or otherwise, at such price and on such terms as it sees fit.

Certain Covenants

The Indenture will contain, among others, the following covenants.

Limitation on Debt

(1) The Issuer will not, and will not permit any Restricted Subsidiary to, create, issue, incur, assume, guarantee or in any manner become directly or indirectly liable with respect to or otherwise become responsible for, contingently or otherwise, the payment of (individually and collectively, to "**Incur**" or, as appropriate, an "**Incurrence**"), any Debt (including any Acquired Debt); *provided*, that the Issuer and any of its Restricted Subsidiaries will be permitted to Incur Debt (including Acquired Debt) if on the date on which such additional Debt is Incurred the Fixed Charge Coverage Ratio for the Issuer's two most recent consecutive fiscal semi-annual periods for which internal consolidated financial statements are available prior to the date of determination, and after giving effect to the Incurrence of such Debt and the application of the proceeds thereof, on a *pro forma* basis, would have been at least 2.0 to 1.0.

(2) This "*Limitation on Debt*" covenant will not, however, prohibit the Incurrence by the Issuer and its Restricted Subsidiaries of the following (collectively, "**Permitted Debt**"):

(a) the Incurrence of Debt under Credit Facilities in an aggregate principal amount at any one time outstanding not to exceed an amount equal to the sum of (A) €200.0 million and (B)(i) the greater of €450.0 million and 135.0% of Consolidated EBITDA, in each case Incurred by the Issuer and any of its Restricted Subsidiaries, plus (ii) in the case of any refinancing of any Debt permitted under this clause, the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses Incurred in connection with such refinancing;

(b) (i) the Incurrence by the Issuer of Debt represented by the Notes (other than any Additional Notes) and (ii) the Incurrence of Debt by a Guarantor pursuant to its Guarantee (other than a Guarantee of any Additional Notes);

(c) any Debt outstanding or committed on the Issue Date, in each case after giving effect to Transactions (other than Debt described in clauses (a) or (b) of this paragraph (2));

(d) the Incurrence by the Issuer or any Restricted Subsidiary of intercompany Debt between the Issuer and any Restricted Subsidiary or between or among Restricted Subsidiaries; *provided* that:

(i) if the Issuer or a Guarantor is the obligor on any such Debt and the lender of such Debt is not the Issuer or a Guarantor, and such intercompany Debt exceeds €10.0 million in aggregate principal amount outstanding, it is unsecured and expressly subordinated in right of payment to the prior payment in full in cash (whether upon Stated Maturity, acceleration or otherwise) and the performance in full of its obligations under the Notes or the Guarantee, as the case may be; and

(ii) (x) any disposition, pledge or transfer of any such Debt to any Person (other than a disposition, pledge or transfer to the Issuer or a Restricted Subsidiary) and (y) any transaction pursuant to which any Restricted Subsidiary that has Debt owing from the Issuer or another Restricted Subsidiary ceases to be a Restricted Subsidiary, will, in each case, be deemed to be an Incurrence of such Debt not permitted by this clause (d);

(e) (i) guarantees by the Issuer or any Restricted Subsidiary of Debt of the Issuer or any Restricted Subsidiary, in each case so long as the Incurrence of such Debt is permitted or not otherwise prohibited under the terms of the Indenture; *provided* that such guarantee is Incurred in accordance with the covenant described under "—*Limitations on Guarantees of Debt*"; or

(ii) without limiting the covenant described under "—*Limitation on Liens*," Debt arising by reason of any Lien granted by or applicable to such Person securing Debt of the Issuer or any Restricted Subsidiary so long as the Incurrence of such Debt is permitted or not otherwise prohibited under the terms of the Indenture;

(f) the Incurrence by the Issuer or any Restricted Subsidiary of Debt represented by Capitalized Lease Obligations, mortgage financings, purchase money obligations or other Debt Incurred or assumed in connection with the acquisition, lease, rental or development and improvement of real or personal, movable or immovable, property or assets, in each case, Incurred for the purpose of financing or refinancing all or any part of the purchase price, lease expense or cost of design, construction, installation or improvement of property, plant, equipment or other assets used or useful in the Issuer's or any Restricted Subsidiary's business (each, a "**Productive Asset Financing**") (including any reasonable related fees or expenses Incurred in connection with such acquisition, lease, rental or development); *provided* that the principal amount of such Debt so Incurred when aggregated with such other Debt previously Incurred in reliance on this clause (f) and still outstanding shall not in the aggregate exceed the greater of €300.0 million and 7.9% of Total Assets;

(g) the Incurrence by the Issuer or any Restricted Subsidiary of Debt arising from agreements providing for guarantees, indemnities or obligations in respect of earnouts or other purchase price adjustments or similar obligations in connection with the acquisition or disposition of assets, including, without limitation, shares of Capital Stock, other than guarantees or similar credit support given by the Issuer or any Restricted Subsidiary of Debt Incurred by any Person acquiring all or any portion of such assets for the purpose of financing such acquisition; *provided* that the maximum aggregate liability in respect of all such Debt permitted pursuant to this clause (g) will at no time exceed the gross proceeds, including non-cash proceeds (the Fair Market Value of such non-cash proceeds being measured at the time received and without giving effect to any subsequent changes in value), actually received from the sale of such assets;

(h) the Incurrence by the Issuer or any Restricted Subsidiary of Debt under Hedging Agreements entered into in the ordinary course of business and not for speculative purposes;

(i) the Incurrence by the Issuer or any Restricted Subsidiary of Debt in respect of (a) workers' compensation and claims arising under similar legislation, unemployment insurance (including premiums related thereto), other types of social security, pension obligations, vacation pay, health, disability or other employee benefits or other guarantees or other similar bonds, instruments or obligations and completion guarantees and warranties provided by the Issuer or a Restricted Subsidiary or relating to liabilities, obligations or guarantees Incurred in the ordinary course of business or consistent with past practice or in respect of any governmental requirement;

(j) Debt owed on a short-term basis of no longer than 30 days to banks and other financial institutions Incurred in the ordinary course of business of the Issuer and its Restricted Subsidiaries with such banks or financial institutions that arises in connection with ordinary banking arrangements to manage cash balances of the Issuer and its Restricted Subsidiaries;

(k) the Incurrence of Debt by the Issuer or any Restricted Subsidiary arising from (i) the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds in the ordinary course of business; *provided* that such Debt is extinguished within 30 business days of Incurrence, (ii) bankers' acceptances, performance bonds, bid bonds, surety bonds, rental bonds, judgment, appeal, indemnity, advance payment, customs, VAT or other tax or other guarantees or other similar bonds, instruments or obligations and (iii) completion, advance payment or customs guarantees provided or letters of credit or similar instruments obtained by the Issuer or any Restricted Subsidiary in the ordinary course of business;

(l) the Incurrence by the Issuer or any Restricted Subsidiary of Permitted Refinancing Debt in exchange for, or the net proceeds of which are used to, refund, replace, refinance, defease or discharge Debt Incurred by it pursuant to, or described in, paragraphs (1), (2)(b), (2)(c), (2)(l) and (2)(t) of this "*Limitation on Debt*" covenant, as the case may be;

(m) (i) customer deposits and advance payments received in the ordinary course of business from customers for goods or services purchased in the ordinary course of business and (ii) Debt consisting of obligations owing under any customer or supplier incentive, supply, license or similar agreements entered into for good faith commercial reasons;

(n) Debt representing (i) deferred compensation to current or former directors, officers, employees, members of management, managers and consultants of the Issuer or any of its Subsidiaries in the ordinary course of business or consistent with past practice and (ii) Management Advances;

(o) any Bank Products or netting or setting off arrangements in the ordinary course of business or consistent with past practice;

(p) without limiting the covenant described under "—*Limitation on Guarantees of Debt*," the guarantee by the Issuer or any Restricted Subsidiary of Debt that was permitted to be Incurred by another provision of this "*Limitation on Debt*" covenant; *provided* that if the Debt being guaranteed is subordinated to the Notes or is unsecured, then the guarantee shall be subordinated or unsecured to the same extent as the Debt guaranteed;

(q) without limiting the covenant described under "—*Limitation on Liens*," Debt arising by reason of any Lien granted by or applicable to such Person securing Debt of the Issuer or any Restricted Subsidiary so long as the Incurrence of such Debt is not prohibited under the terms of the Indenture;

(r) Debt consisting of (i) the financing of insurance premiums, (ii) take or pay obligations or customary deferred payment arrangements contained in supply agreements or (iii) rental guarantees, in each case, in the ordinary course of business;

(s) [*Reserved*];

(t) (A) the Incurrence of Debt of the Issuer or any Restricted Subsidiary to finance an acquisition or any merger or consolidation of any Person with or into the Issuer or any Restricted Subsidiary, or (B) Acquired Debt; *provided* that, in each case, on the date of such acquisition, merger or consolidation, after giving effect thereto, either (i) the

Issuer would have been able to Incur at least €1.00 of additional Debt pursuant to paragraph (1) of this "*Limitation on Debt*" covenant or (ii) the Fixed Charge Coverage Ratio would not be lower than it was immediately prior to giving effect thereto;

(u) Debt of the Issuer or any Restricted Subsidiary relating to any VAT liabilities or deferral taxes or other similar liabilities, taxes or obligations of the Issuer or any Restricted Subsidiary in other jurisdictions;

(v) any Contribution Debt Incurred by the Issuer or a Guarantor; and

(w) the Incurrence of Debt by the Issuer or any Restricted Subsidiary (other than and in addition to Debt permitted under clauses (a) through (v), (x) and (y) of this paragraph (2)) in an aggregate principal amount, when taken together with the refinancing of any Debt originally Incurred under this clause (w), at any one time outstanding not to exceed the greater of € 400.0 million and 10.5% of Total Assets; *provided* that on the Issue Date the PGE outstanding in the aggregate amount of €169 million is deemed to have been Incurred pursuant to this clause (w) and may not be reclassified;

(x) the Incurrence of Debt by the Issuer or a Restricted Subsidiary in respect of any Permitted Recourse Receivables Financing not to exceed €250.0 million; and

(y) Debt (including any lease, concession, license or conveyance of property (or Guarantee thereof) of the Issuer or any Restricted Subsidiary) consisting of leases (including Capitalized Lease Obligations) or other obligations existing on the Issue Date or Incurred thereafter that would have been treated as operating leases under IAS 17 (Leases), as in effect on September 30, 2019, before the implementation of IFRS 16 (Leases).

(3) Notwithstanding the foregoing, the aggregate principal amount of outstanding Debt (excluding anyinterest paid in kind) Incurred by Restricted Subsidiaries that are not Guarantors pursuant to the paragraph (1) of this covenant and clauses (a), (t)(A) and (w) of paragraph (2) of this covenant and, without double counting, all Permitted Refinancing Debt in respect thereof Incurred by Restricted Subsidiaries that are not Guarantors shall not exceed an amount equal to € 200.0 million at the time of the Incurrence of any such Debt; *provided* that Permitted Refinancing Debt Incurred in respect of such Debt originally permitted by this paragraph shall always be permitted hereunder.

(4) For purposes of determining compliance with this "*Limitation on Debt*" covenant, in the event that an item of Debt meets the criteria of more than one of the categories of Permitted Debt described in clauses (a) through (y) of paragraph (2) above, or is entitled to be Incurred pursuant to paragraph (1) of this "*Limitation on Debt*" covenant, the Issuer will be permitted to classify such item of Debt on the date of its Incurrence in any manner that complies with this "*Limitation on Debt*" covenant. In addition, from time to time any item of Debt initially classified as Incurred pursuant to one of the categories of Permitted Debt described in clauses (a) through (y) of paragraph (2) above, or entitled to be Incurred pursuant to paragraph (1) of this "*Limitation on Debt*" covenant, may later be reclassified by the Issuer such that it will be deemed as having been Incurred pursuant to such new clause of paragraph (2) or paragraph (1) of this "*Limitation on Debt*" covenant to the extent that such reclassified Debt could be Incurred pursuant to such new clause of paragraph (2) or paragraph (1) of this "*Limitation on Debt*" covenant at the time of such reclassification. Notwithstanding the foregoing, Debt Incurred and outstanding on the Issue Date under the New Revolving Credit Facility will be deemed to have been Incurred on such date in reliance on the exception provided by clause (a)(B)(i) of paragraph (2) above and may not be reclassified. Debt permitted by this covenant need not be permitted solely by reference to one provision permitting such Debt but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Debt.

(5) For purposes of determining compliance with any restriction on the Incurrence of Debt in euro where Debt is denominated in a different currency, the amount of such Debt will be the Euro Equivalent determined on the date of such determination; *provided* that if any such Debt denominated in a different currency is subject to a Currency Agreement (with respect to euro)

covering principal amounts payable on such Debt, the amount of such Debt expressed in euro will be adjusted to take into account the effect of such agreement. The principal amount of any Permitted Refinancing Debt Incurred in the same currency as the Debt being refinanced will be the Euro Equivalent, or the relevant amount in any such currency, of the Debt being refinanced determined on the date such Debt being refinanced was initially Incurred. Notwithstanding any other provision of this "*Limitation on Debt*" covenant, for purposes of determining compliance with this "*Limitation on Debt*" covenant, increases in Debt solely due to fluctuations in the exchange rates of currencies will not be deemed to exceed the maximum amount that the Issuer or a Restricted Subsidiary may Incur under this "*Limitation on Debt*" covenant.

(6) For purposes of determining any particular amount of Debt under this "*Limitation on Debt*" covenant:

(a) obligations in the form of letters of credit, guarantees, Liens, bankers' acceptance or other similar instrument or obligation, in each case supporting Debt otherwise included in the determination of such particular amount will not be included;

(b) any Liens granted pursuant to the equal and ratable provisions referred to in the "*Limitation on Liens*" covenant will not be treated as Debt;

(c) accrual of interest, accrual of dividends, the accretion or amortization of original issue discount or of accreted value, the obligation to pay commitment fees and the payment of interest or dividends in the form of additional Debt, will not, in any case, be treated as Debt; and

(d) notwithstanding anything in this covenant to the contrary, in the case of any Debt Incurred to refinance Debt initially Incurred in reliance on a clause of the second paragraph of this covenant measured by reference to a percentage of Total Assets or Consolidated EBITDA (as applicable) at the time of Incurrence, if such refinancing would cause the percentage of Total Assets or Consolidated EBITDA (as applicable) restriction to be exceeded if calculated based on the percentage of Total Assets or Consolidated EBITDA (as applicable) on the date of such refinancing, such percentage of Total Assets or Consolidated EBITDA (as applicable) restriction shall not be deemed to be exceeded so long as the principal amount of such refinancing Debt does not exceed the principal amount of such Debt being refinanced, plus premiums (including tender premiums), defeasance, costs and fees in connection with such refinancing.

Limitation on Restricted Payments

(1) The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly, take any of the following actions (each of which is a "**Restricted Payment**" and which are collectively referred to as "**Restricted Payments**"):

(a) declare or pay any dividend on or make any distribution (whether made in cash, securities or other property) with respect to any of the Issuer's or any Restricted Subsidiary's Capital Stock (including, without limitation, any payment in connection with any merger, consolidation, amalgamation or other combination involving the Issuer or any Restricted Subsidiary) (other than to the Issuer or any Restricted Subsidiary) except for dividends or distributions payable solely in shares of the Issuer's Qualified Capital Stock or in options, warrants or other rights to acquire such shares of Qualified Capital Stock or in Subordinated Shareholder Debt;

(b) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger, consolidation, amalgamation or other combination), directly or indirectly, any shares of the Issuer's Capital Stock or any Capital Stock of a Holding Company of the Issuer held by persons other than the Issuer or a Restricted Subsidiary or any options, warrants or other rights to acquire such shares of Capital Stock;

(c) make any principal payment on, or repurchase, redeem, defease or otherwise acquire or retire for value, prior to any scheduled principal payment, sinking fund payment or Stated Maturity, any Subordinated Debt (other than (i) any such payment, purchase, repurchase, redemption, defeasance or other acquisition or retirement or in anticipation of satisfying a sinking fund obligation, principal instalment or final maturity, in each case, due within one year of the date of payment, purchase, repurchase, redemption, defeasance or other acquisition or retirement and (ii) intercompany Debt between the Issuer and any Restricted Subsidiary or among Restricted Subsidiaries);

(d) make any payment (whether of principal, interest or other amounts) on, or purchase, repurchase, redeem, defease or otherwise acquire or retire for value any Subordinated Shareholder Debt (other than any payment of interest thereon in the form of additional Subordinated Shareholder Debt); or

(e) make any Restricted Investment in any Person.

If any Restricted Payment described above is not made in cash, the amount of the proposed Restricted Payment will be the Fair Market Value of the asset to be transferred as at the date of transfer.

(2) Notwithstanding paragraph (1) above, the Issuer or any Restricted Subsidiary may make a Restricted Payment if, at the time of and after giving *pro forma* effect to such proposed Restricted Payment:

(a) no Default or Event of Default has occurred and is continuing;

(b) the Issuer could Incur at least €1.00 of additional Debt pursuant to the ratio set forth in paragraph (1) of the "*Limitation on Debt*" covenant; and

(c) the aggregate amount of all Restricted Payments declared or made after the Issue Date, and after giving effect to any reductions required by paragraph (4) below, does not exceed the sum of:

(i) 50% of aggregate Consolidated Net Income on a cumulative basis during the period beginning on October 1, 2024 and ending on the last day of the Issuer's most recent fiscal semi-annual period ending prior to the date of such proposed Restricted Payment (or, if such aggregate cumulative Consolidated Net Income shall be a negative number, minus 100% of such negative amount), *provided* that the amount taken into account pursuant to this paragraph (i) shall not be less than zero; plus

(ii) 100% of the aggregate Net Cash Proceeds and the Fair Market Value of property or assets or marketable securities received by the Issuer after the Issue Date as equity capital contributions or from the issuance or sale (other than to any Subsidiary) of shares of the Issuer's Qualified Capital Stock (including upon the exercise of options, warrants or rights) or warrants, options or rights to purchase shares of the Issuer's Qualified Capital Stock (except, in each case to the extent such proceeds are used to purchase, redeem or otherwise retire Capital Stock or Subordinated Debt as set forth in clauses (d) or (e) of paragraph (3) below) (excluding (x) any Contribution Amounts and (y) the Net Cash Proceeds and the Fair Market Value of property or assets or marketable securities received from the issuance of the Issuer's Qualified Capital Stock financed, directly or indirectly, using funds borrowed from the Issuer or any Subsidiary until and to the extent such borrowing is repaid); plus

(iii) (x) the amount by which the Issuer's Debt or Debt of any Restricted Subsidiary is reduced on the Issuer's consolidated balance sheet after the Issue Date upon the conversion or exchange (other than by a Subsidiary) of such Debt into the Issuer's Qualified Capital Stock and (y) the aggregate Net Cash Proceeds and the Fair Market Value of property or assets or marketable securities received after the Issue Date by the Issuer from the issuance or sale (other than to any Subsidiary) of Redeemable Capital Stock that has been converted into or exchanged for the Issuer's Qualified Capital Stock, to the extent such Redeemable Capital Stock was originally sold for cash or Cash Equivalents, together with, in the case of both clauses (x) and (y), the aggregate Net Cash Proceeds and the Fair Market Value of property or assets or marketable securities received by the Issuer at the time of such conversion or exchange (excluding the Net Cash Proceeds from the issuance of the Issuer's Qualified Capital Stock financed, directly or indirectly, using funds borrowed from the Issuer or any Subsidiary until and to the extent such borrowing is repaid); plus

(iv) (x) repurchases, redemptions or other acquisitions or retirements of any Restricted Investment, proceeds realized upon the sale or other disposition to a Person other than the Issuer or a Restricted Subsidiary of any such Restricted Investment, repayments of loans or advances or other transfers of assets (including by way of dividend, distribution, interest payments or returns of capital) to the Issuer or any Restricted Subsidiary, less the cost of the disposition of such Investment and net of taxes, (y) if such Investment constituted a guarantee, an amount equal to the amount of such guarantee upon the full and unconditional release of such guarantee and (z) in the case of the designation of an Unrestricted Subsidiary as a Restricted Subsidiary (as long as the designation of such Subsidiary as an Unrestricted Subsidiary was deemed a Restricted Payment), the Fair Market Value of the Issuer's interest in such Subsidiary; plus

(v) in the event that the Issuer or any Restricted Subsidiary makes any Investment in a Person that, as a result of or in connection with such Investment, becomes a Restricted Subsidiary, an amount equal to the Fair Market Value of the Issuer's or such Restricted Subsidiary's existing interest in such Person that was previously treated as a Restricted Payment.

(3) Notwithstanding paragraphs (1) and (2) above, the Issuer and any Restricted Subsidiary may take the following actions; *provided* that solely with respect to clauses (n), (o) and (r) below, no Default or Event of Default has occurred and is continuing:

(a) the payment of any dividend or the consummation of any redemption within 90 days after the date of its declaration or giving of notice of redemption, as applicable, if at such date of its declaration or giving of notice of redemption, as applicable, such payment would have been permitted by the provisions of this "*Limitation on Restricted Payments*" covenant;

(b) cash payments in lieu of issuing fractional shares pursuant to the exchange or conversion of any exchangeable or convertible securities;

(c) any payments made as part of the Transactions;

(d) the repurchase, redemption or other acquisition or retirement for value of any shares of the Issuer's Capital Stock or options, warrants or other rights to acquire such Capital Stock in exchange for (including any such exchange pursuant to the exercise of a conversion right or privilege in connection with which cash is paid in lieu of the issuance of fractional shares or scrip), or out of the Net Cash Proceeds of a substantially concurrent issuance and sale (other than to a Subsidiary) of, shares of the Issuer's Qualified Capital Stock or options, warrants or other rights to acquire such Capital Stock or Subordinated Shareholder Debt (excluding any Contribution Amounts);

(e) the prepayment, repayment, purchase, repurchase, redemption, defeasance or other acquisition or retirement for value or payment of principal of any Subordinated Debt in exchange for, or out of the Net Cash Proceeds of the issuance and sale (other than to a Subsidiary) of, shares of the Issuer's Qualified Capital Stock or Subordinated Shareholder Debt;

(f) the prepayment, repayment, purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of Subordinated Debt (other than Redeemable Capital Stock) in exchange for, or out of the Net Cash Proceeds of the Incurrence (other than to a Subsidiary) of, Permitted Refinancing Debt;

(g) the declaration or payment of any dividend or distribution to holders of Capital Stock of a Restricted Subsidiary on a *pro rata* basis or on a basis that results in the receipt by the Issuer or a Restricted Subsidiary of dividends or distributions of greater value than the Issuer or such Restricted Subsidiary would receive on a *pro rata* basis;

(h) the repurchase of Capital Stock deemed to occur upon the exercise of stock options with respect to which payment of the cash exercise price has been forgiven if the cumulative aggregate value of such deemed repurchases does not exceed the cumulative aggregate amount of the exercise price of such options received;

(i) the declaration and payment of dividends to holders of any class or series of Redeemable Capital Stock issued in accordance with the "*Limitation on Debt*" covenant;

(j) the purchase, repurchase, redemption, retirement or other acquisition for value of Capital Stock deemed to occur upon the exercise of stock options, warrants or other securities, if such Capital Stock represents a portion of the exercise price of such options, warrants or other securities;

(k) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Debt of the Issuer or any of its Restricted Subsidiaries pursuant to provisions similar to those described under "—*Change of Control*;" *provided* that all Notes validly tendered by Holders in connection with a Change of Control Offer have been repurchased, redeemed or acquired for value, as applicable;

(l) the purchase, repurchase, redemption, acquisition or retirement of Subordinated Debt of the Issuer or any Restricted Subsidiary with any Excess Proceeds remaining after consummation of an Excess Proceeds Offer pursuant to the covenant described under "—*Limitation on Asset Sales*;"

(m) the purchase, repurchase, redemption, defeasance or other acquisition, cancellation or retirement for value of Capital Stock of the Issuer, any Restricted Subsidiary or any Parent (including any options, warrants or other rights in respect thereof) and loans, advances, dividends or distributions by the Issuer to any Parent or any Special Purpose Vehicle to permit any Parent or any Special Purpose Vehicle to purchase, repurchase, redeem, defease or otherwise acquire, cancel or retire for value Capital Stock of the Issuer, any Restricted Subsidiary or any Parent (including any options, warrants or other rights in respect thereof), or payments to purchase, repurchase, redeem, defease or otherwise acquire, cancel or retire for value Capital Stock of the Issuer, any Restricted Subsidiary or any Parent (in each case including any options, warrants or other rights in respect thereof), in each case from Management Investors; *provided* that such payments, loans, advances, dividends or distributions do not exceed (a) an amount (net of repayments of any such loans or advances) equal to the €5.0 million in any twelve-month period (with unused amounts being carried over to the next two succeeding years), plus (b) the Net Cash Proceeds received by the Issuer or its Restricted Subsidiaries since the Issue Date (including through receipt of proceeds from the issuance or sale of its Capital Stock to a Parent) from, or as a contribution to the equity (in each case under this clause (b), other than through Excluded Contributions) of the Issuer from, the issuance or sale to Management Investors of Capital Stock (including any options, warrants or other rights in respect thereof) plus (c) the Net Cash Proceeds of key man life insurance policies, to the extent such Net Cash Proceeds in sub-clauses (b) and (c) are not included in any calculation under clause (c)(ii) of the first paragraph describing this covenant; and *provided further* that cancellation of Debt owing to the Issuer or any Restricted Subsidiary from members of management, directors or employees of any Parent, the Issuer or Restricted Subsidiaries in connection with a repurchase of Capital Stock of the Issuer or any

Parent will not be deemed to constitute a Restricted Payment for purposes of this covenant or any other provision of the Indenture;

(n) any Restricted Payment; *provided* that the total aggregate amount of Restricted Payments made under this clause (n) does not exceed the greater of €150.0 million and 3.9% of Total Assets;

(o) any Restricted Payment; *provided* that the Consolidated Net Leverage Ratio would not be greater than 3.50 to 1.00 on a *pro forma* basis after giving effect to such Restricted Payment;

(p) payments pursuant to any Tax Sharing Agreement or arrangement among the Issuer and its Subsidiaries and other Persons with which the Issuer or any of its Subsidiaries is required or permitted to file a consolidated tax return or with which the Issuer or any of its Restricted Subsidiaries is a part of a group for tax purposes; *provided*, *however*, that such payments will not exceed the amount of tax that the Issuer and its Subsidiaries, whichever is included in the relevant consolidated or group return, would owe on a standalone basis and the related tax liabilities of such Issuer and Subsidiaries, as the case may be, are relieved by the payment of such amounts to a relevant taxing authority;

(q) the distribution, as a dividend or otherwise, of shares of Capital Stock of, or Debt owed to, the Issuer or a Restricted Subsidiary by Unrestricted Subsidiaries;

(r) any Restricted Payment; *provided* that the total aggregate amount of Restricted Payments made under this clause (r) does not exceed €40.0 million in any fiscal year (with unused amounts being carried over to the next fiscal year);

(s) payment of any Receivables Fees and purchases of receivables and other assets pursuant to a Receivables Repurchase Obligation in connection with a Qualified Receivables Financing; and

(t) payment of Management Fees and Parent Expenses.

(4) The actions described in clauses (a), (o) and (r) of paragraph (3) above are Restricted Payments that will be permitted to be made in accordance with paragraph (3) but that will reduce the amount that would otherwise be available for Restricted Payments under clause (c) of paragraph (2) above.

(5) In the event an item meets the criteria of more than one category of Permitted Investment and/or Restricted Payment, as applicable, the Issuer in its sole discretion, may classify any Permitted Investment or other Restricted Payment as being made in part under one of the clauses or sub-clauses of this covenant (or, in the case of any Permitted Investment, the clauses or sub-clauses of Permitted Investments) and in part under one or more other such clauses or sub-clauses.

(6) Notwithstanding the foregoing or anything to the contrary in the Indenture, in no event shall (a) the Issuer or any Restricted Subsidiary be permitted to dispose of, or grant an exclusive license to, any Material Intellectual Property to any Unrestricted Subsidiary, whether as a Restricted Payment, a Permitted Investment or otherwise and (b) the Issuer be permitted to designate any Restricted Subsidiary that holds Material Intellectual Property as an Unrestricted Subsidiary (whether upon initial designation or subsequent investment).

Limitation on Transactions with Affiliates

(1) The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly, enter into or suffer to exist any transaction or series of related transactions (including, without limitation, the sale, purchase, exchange or lease of assets or property or the rendering of any service), with, or for the benefit of, any Affiliate of the Issuer or any other Restricted Subsidiary having a value greater than the greater of €20.0 million and 6% of Consolidated EBITDA, unless such transaction or series of transactions is entered into in good faith and:

(a) such transaction or series of transactions is on terms that, taken as a whole, are not materially less favorable to the Issuer or such Restricted Subsidiary, as the case may be, than those that could have been obtained in a comparable arm's-length transaction (as determined in good faith by the Issuer) with a Person that is not an Affiliate; and

(b) with respect to any transaction or series of related transactions involving aggregate payments or the transfer of assets or the provision of services, in each case having a value greater than the greater of €40.0 million and 12% of Consolidated EBITDA, the Issuer will deliver a resolution of its Board of Directors (attached to an Officer's Certificate to the Trustee) resolving that such transaction complies with clause (a) above and that the fairness of such transaction has been approved by a majority of the Disinterested Members, if any, of the Board of Directors.

(2) Notwithstanding the foregoing, the restrictions set forth in this description will not apply to:

(a) (i) reasonable directors' fees, indemnities and similar arrangements (including the payment of directors' and officers' insurance premiums), consulting and advisory fees, employee compensation, employee and director bonuses, directorship, employment or consulting agreements and arrangements, collective bargaining agreements, employee benefit arrangements, including vacation, health, insurance, deferred compensation, severance, retirement, savings or other similar plans, programs or arrangements or legal fees payable to any current or former employee, officer or director as long as the Issuer's Board of Directors has approved the terms thereof and deemed the services performed or thereafter to be performed for amounts to be fair consideration therefor; and (ii) payment of Management Fees and Parent Expenses;

(b) Permitted Investments (other than pursuant to clause (c)(iii), (q) or (u) of the definition thereof) and any Restricted Payment not prohibited by the "*Limitation on Restricted Payments*" covenant;

(c) any Management Advances and any waiver or transaction with respect thereto;

(d) agreements, instruments and arrangements existing on the Issue Date, and any amendment, extension, renewal, refinancing, modification or supplement thereto and any payments or transaction in relation thereto; *provided* that any such amendment, extension, renewal, refinancing, modification or supplement to the terms thereof is not more disadvantageous (as determined in good faith by the Issuer), taken as a whole, to the Holders of the Notes and to the Issuer and its Restricted Subsidiaries, as applicable, in any material respect than the original agreement or arrangement as in effect on the Issue Date or the Completion Date, as applicable;

(e) the issuance of securities or other payments, awards or grants in cash, securities or similar transfers pursuant to, or for the purpose of the funding of, directorship, employment or consulting arrangements, stock options, stock ownership plans and other similar arrangements, as long as the terms thereof are or have been previously approved by the Issuer's Board of Directors;

(f) the granting and performance of registration rights for the Issuer's securities;

(g) transactions between or among the Issuer and the Restricted Subsidiaries or between or among Restricted Subsidiaries;

(h) any issuance of Capital Stock (other than Redeemable Capital Stock) of the Issuer or options, warrants or other rights to acquire such Capital Stock (other than Redeemable Capital Stock);

(i) the existence of, or the performance by the Issuer or any of its Restricted Subsidiaries of its obligations under the terms of, any transaction pursuant to or contemplated by, and any payments pursuant to or for purposes of funding, any agreement or instrument in effect as of or on the Issue Date; *provided*, *however*, that the existence of, or the performance by the Issuer or any of its Restricted Subsidiaries of, obligations under any future amendment to any such existing agreement or under any similar agreement entered into after the Issue Date shall only be permitted by this clause (i) to the extent that the terms of any such amendment or new agreement are not otherwise disadvantageous in any material respect (as determined in good faith by the Issuer) to the Holders of the Notes when taken as a whole;

(j) transactions with a Person that is an Affiliate of the Issuer or any Restricted Subsidiary solely (x) because the Issuer or a Restricted Subsidiary owns Capital Stock in such Person, (y) because the Issuer or a Restricted Subsidiary has the right to designate one or more members of the Board of Directors or similar governing body of such Person, or (z) as a result of both such ownership of Capital Stock and such right to so designate;

(k) transactions with customers, clients, Associates (including joint venture partners), suppliers or purchasers or sellers of goods or services, lessors or lessees of property or providers of employees or other labor, in each case in the ordinary course of business and otherwise in compliance with the terms of the Indenture that are which are fair to the Issuer or the relevant Restricted Subsidiary in the reasonable determination of the Board of Directors or an Officer of the Issuer or the relevant Restricted Subsidiary, or are on terms no less favorable than those that could reasonably have been obtained at such time from an unaffiliated party;

(l) the execution of, delivery of and performance under any Tax Sharing Agreement or any arrangement pursuant to which the Issuer or any Restricted Subsidiary is required or permitted to file a consolidated tax return, or the formation and maintenance of any consolidated group for tax, accounting or cash pooling or management purposes in the ordinary course of business; and

(m) any transaction effected as part of a Qualified Receivables Financing or Permitted Recourse Receivables Financing;

(n) the Transactions;

(o) any transactions in respect of which the Issuer or a Restricted Subsidiary delivers to the Trustee a letter from an Independent Financial Advisor stating that such transaction is (i) fair to the Issuer or such Restricted Subsidiary from a financial point of view or (ii) on terms not less favorable than might have been obtained in a comparable transaction at such time on an arm's-length basis from a Person who is not an Affiliate; and

(p) pledges of Capital Stock of an Unrestricted Subsidiaries.

Limitation on Liens

(1) The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create or permit to exist any Lien on any of its property or assets, whether owned on the date of the Indenture or thereafter acquired, securing any Debt of the Issuer or any Restricted Subsidiary (the "**Initial Lien**"), unless (i) such Lien is a Permitted Lien or (ii) contemporaneously therewith effective provision is made to secure the Notes and the Indenture or, in respect of Liens on property or assets of any Guarantor, such Guarantee thereof, equally and ratably with (or, in the case of Subordinated Debt of the Issuer or a Guarantor on a senior basis to) such Debt for so long as such Debt is so secured by such Initial Lien.

(2) Any such Lien created as a result of this covenant "*Limitation on Liens*" in favor of the Notes or any such Guarantee will be automatically and unconditionally released and discharged upon the release and discharge of the Initial Lien to which it relates.

(3) With respect to any Lien securing Debt that was permitted to secure such Debt at the time of the Incurrence of such Debt, such Lien shall also be permitted to secure any Increased Amount of such Debt. The "**Increased Amount**" of any Debt shall mean any increase in the amount of such Debt in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Debt with the same terms, accretion of original issue discount or liquidation preference and increases

in the amount of Debt outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Debt.

Change of Control

(1) If a Change of Control occurs at any time, the Issuer will make an offer (a "**Change of Control Offer**") to each Holder of Notes to purchase such Holder's Notes, in whole or in part, in a principal amount of €100,000 or in integral multiples of €1,000 in excess thereof at a purchase price (the "**Change of Control Purchase Price**") in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date of purchase (the "**Change of Control Purchase Date**").

(2) Within 30 days following any Change of Control, the Issuer will send notice of the Change of Control Offer by first-class mail, with a copy to the Trustee, Registrar and each Paying Agent, to each Holder of Notes appearing in the security register on such date, which notice will state:

(a) that a Change of Control has occurred and the date it occurred;

(b) the circumstances and relevant facts regarding such Change of Control;

(c) the Change of Control Purchase Price and the Change of Control Purchase Date, which will be a business day no earlier than 10 days nor later than 60 days after the date such notice is mailed, or such later date as is necessary to comply with any requirements under the Exchange Act or any other applicable securities laws or regulations;

(d) that any Note accepted for payment pursuant to the Change of Control Offer will cease to accrue interest after the Change of Control Purchase Date unless the Change of Control Purchase Price is not paid on such date;

(e) that any Note or part thereof not tendered will continue to accrue interest; and

(f) any other procedures that a Holder of Notes must follow to accept a Change of Control Offer or to withdraw such acceptance.

(3) Upon receipt by the Trustee from the Issuer of an Officer's Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Issuer in the Change of Control, the Trustee will promptly authenticate and deliver a new Note or Notes in a principal amount equal to any unpurchased portion of Notes surrendered, if any, to the Holder of Notes in global form or to each Holder of certificated Notes; *provided* that each such new Note will be in a principal amount of €100,000 or in integral multiples of €1,000 in excess thereof. The Issuer will publicly announce the results of a Change of Control Offer on or as soon as practicable after the Change of Control Purchase Date.

(4) The Issuer will not be required to make a Change of Control Offer following a Change of Control if (i) the Notes have been irrevocably and unconditionally called for redemption as described under "—*Optional Redemption*" or (ii) a third party has made, and not terminated, a tender offer for all of the Notes in the manner and at the times applicable to a Change of Control Offer, at a tender offer purchase price in cash equal to at least 101% of the principal amount thereof on the date of purchase, plus accrued and unpaid interest, if any, and such third party purchases all of the Notes validly tendered and not withdrawn under such tender offer. No Note will be purchased in part if less than €100,000 in original principal amount of such Note would remain outstanding following such purchase.

Notwithstanding anything to the contrary contained herein, a Change of Control Offer may be made in advance of a Change of Control, conditional upon the consummation of such Change of Control, if a definitive agreement is in place for the Change of Control at the time the Change of Control Offer is made.

The Issuer and any Guarantor will comply with the applicable tender offer rules, including Rule 14e-l under the Exchange Act, and any other applicable securities laws and regulations in connection with a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with provisions of the Indenture, the Issuer and each Guarantor will comply with such applicable securities laws and regulations and will not be deemed to have breached their obligations under the Indenture by virtue of such conflict.

The occurrence of certain events that would constitute a Change of Control could constitute a default under the Group's existing debt. The Issuer's future debt and the future debt of its Subsidiaries, may also contain provisions that, if certain events occur, would require such debt to be repurchased. In addition, the exercise by the Holders of the Notes of their right to require a repurchase of the Notes upon a Change of Control could cause a default under existing debt and any such future debt, even if the Change of Control itself does not, due to the possible financial effect on the Issuer or any Guarantors of such repurchase. Not all business combinations or acquisitions of us by third parties would necessarily result in a Change of Control and may not result in a Change of Control Offer to Holders of the Notes. The provisions of the Indenture will not give Holders the right to require the repurchase of the Notes in the event of certain transactions including a reorganization, restructuring, merger or similar transaction that may adversely affect Holders of the Notes, if such transaction is not a transaction defined as a Change of Control. Any such transaction, however, would have to comply with the applicable provisions of the Indenture, including those described under *"—Certain Covenants—Limitation on Debt*." The existence, however, of a Holder of the Notes' right to require the Issuer to repurchase such Holder's Notes upon a Change of Control may deter a third party from acquiring the Issuer or any of its Subsidiaries if such acquisition would constitute a Change of Control.

If a Change of Control Offer is made, the Issuer will not be able to provide any assurance that it will have available funds sufficient to pay the Change of Control Purchase Price for all the Notes that might be delivered by Holders of the Notes seeking to accept the Change of Control Offer. Even if sufficient funds were available, the terms of any other debt of the Issuer and its Subsidiaries may prohibit the repurchase of the Notes prior to their scheduled maturity. If the Issuer were not able to prepay any debt containing any such restrictions, or obtain requisite consents, the Issuer would be unable to fulfil its repurchase obligations to Holders of Notes who accept the Change of Control Offer. If a Change of Control Offer was not made or consummated or the Change of Control Purchase Price was not paid when due, such failure would result in an Event of Default and would give the Trustee and the Holders of the Notes the rights described under "*—Events of Default*." An Event of Default under the Indenture unless waived, would result in a cross-default under certain of the financing arrangements described under "*Description of Certain Financing Arrangements*."

The definition of "Change of Control" includes a disposition of all or substantially all of the assets of the Issuer and its Restricted Subsidiaries to any Person. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of such phrase under applicable law. Accordingly, in certain circumstances, there may be a degree of uncertainty as to whether a particular transaction would involve a disposition of "all or substantially all" of the assets of the Issuer and the Restricted Subsidiaries. As a result, it may be unclear as to whether a Change of Control has occurred and whether a Holder of Notes may require the Issuer to make an offer to repurchase the Notes as described above.

The provisions of the Indenture relating to the Issuer's obligation to make an offer to repurchase the Notes following a Change of Control may be waived or modified with the prior written consent of the Holders of a majority in principal amount of the Notes. See "*—Amendments and Waivers*" below.

Limitation on Asset Sales

(1) The Issuer will not, and will not permit any Restricted Subsidiary to, consummate any Asset Sale unless:

(a) the consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) the Issuer or such Restricted Subsidiary receives for such Asset Sale is not less than the Fair Market Value of the assets sold (as determined in good faith by the Issuer, and the Issuer's determination (including the Board of Directors' determination, as applicable) will be conclusive (as to the value of any and all non-cash consideration));

(b) except in the case of a Permitted Asset Swap, at least 75% of the consideration the Issuer or such Restricted Subsidiary receives in respect of such Asset Sale consists of:

(i) cash (including any Net Cash Proceeds received from the conversion to cash within 180 days of such Asset Sale of securities, notes or other obligations received in consideration of such Asset Sale);

(ii) Cash Equivalents (including any Net Cash Proceeds received from the conversion to cash or Cash Equivalents within 180 days of such Asset Sale of securities, notes or other obligations received in consideration of such Asset Sale);

(iii) the assumption by the purchaser of (x) the Issuer's Debt or Debt of any Restricted Subsidiary (other than Subordinated Debt) as a result of which neither the Issuer nor any of the Restricted Subsidiaries remains obliged in respect of such Debt or (y) Debt of a Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Sale, if the Issuer and each other Restricted Subsidiary is released from the Guarantee of such Debt as a result of such Asset Sale;

(iv) Replacement Assets;

(v) any Designated Non-cash Consideration received by the Issuer or any of its Restricted Subsidiaries in such Asset Sale; *provided* that the aggregate Fair Market Value of such Designated Non-cash Consideration, taken together with the Fair Market Value at the time of receipt of all other Designated Non-cash Consideration received pursuant to this clause (v), less the amount of Net Cash Proceeds previously realized in cash from prior Designated Non-cash Consideration does not exceed (with the Fair Market Value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value) the greater of €50.0 million and 1.3% of Total Assets; or

(vi) a combination of the consideration specified in clauses (i) through (v); and

(c) the Issuer delivers an Officer's Certificate to the Trustee certifying that such Asset Sale complies with the provisions described in the foregoing clauses (a) and (b).

(2) If the Issuer or any Restricted Subsidiary consummates an Asset Sale, the Net Cash Proceeds of the Asset Sale, within 365 days of the receipt of the Net Cash Proceeds of such Asset Sale (or the Issuer or any such Restricted Subsidiary may enter into a binding commitment to so use; *provided* that such Net Cash Proceeds are so used within 180 days after the expiration of the aforementioned 365 day period), may be used by the Issuer or such Restricted Subsidiary to:

(a) to prepay, redeem, repay or purchase any Debt of the Issuer or any Restricted Subsidiary that is not Subordinated Debt (including the Notes) or (in the case of letters of credit, bankers' acceptances or other similar instruments constituting Debt that is not Subordinated Debt) cash collateralize any such Debt (in each case other than Debt owed to the Issuer or a Restricted Subsidiary) and, if the Debt prepaid, redeemed or repaid is revolving credit Debt, to correspondingly reduce commitments with respect thereto (except that no such reduction will be required to the extent that such Debt would, immediately after giving effect to such prepayment, repayment, repurchase or redemption, have been capable of being reincurred under the first paragraph of the covenant described under "*Certain Covenants—Limitation on Debt*");

(b) to invest in any Replacement Assets or make capital expenditures (including by means of capital expenditure by, or an investment in Replacement Assets by, a Restricted Subsidiary with an amount equal to some or all of the Net Cash Proceeds received by the Issuer or another Restricted Subsidiary); or

(c) do any combination of the foregoing.

The amount of such Net Cash Proceeds actually received by the Issuer or any Restricted Subsidiary but not so used as set forth in this paragraph (2) constitutes "**Excess Proceeds**." Pending the final application of any such Net Cash Proceeds in accordance with paragraphs (2)(a), (b) or (c) above, the Issuer or any Restricted Subsidiary may temporarily reduce Debt or otherwise use such Net Cash Proceeds in any manner not prohibited by the Indenture; (ii) the Issuer or any Restricted Subsidiary may elect to invest in Additional Assets prior to receiving the Net Cash Proceeds attributable to any given Asset Sale (*provided that* such investment shall be made no earlier than the earliest of execution of a definitive agreement for the relevant Asset

Sale or consummation of the relevant Asset Sale) and deem the amount so invested to be applied pursuant to and in accordance with paragraph (b) above with respect to such Asset Sale; and (iii) notwithstanding any term of this paragraph, to the extent that (I) a distribution of any or all of the Net Cash Proceeds of any Asset Sale by a Subsidiary to the Issuer or another Restricted Subsidiary (to the extent necessary to comply with this covenant) is prohibited or delayed by applicable local law (including financial assistance and corporate benefit restrictions and fiduciary and statutory duties of the relevant directors, Directive 2011/61/EU and any other law or by any organizational documents or any agreement) or (II) a distribution of any or all of the Net Cash Proceeds of any Asset Sale by a Subsidiary to the Issuer or another Restricted Subsidiary (to the extent necessary to comply with this covenant) could result in material adverse Tax consequences, as determined by the Issuer in its sole discretion, the portion of such Net Cash Proceeds so affected will not be required to be applied in compliance with this paragraph.

(3) When the aggregate amount of Excess Proceeds exceeds the greater of €50 million and 1.3% of Total Assets, the Issuer will, within 30 Business Days, make an offer to purchase (an "**Excess Proceeds Offer**") from all Holders of Notes and, at the Issuer's election, from the holders of any *Pari Passu* Debt, to the extent required by the terms thereof, on a *pro rata* basis, in accordance with the procedures set forth in the Indenture or the agreements governing any such *Pari Passu* Debt, the maximum principal amount, in the case of the Notes (expressed as a minimum amount of €100,000 and integral multiples of €1,000 in excess thereof) of the Notes and any such *Pari Passu* Debt that may be purchased with the amount of the Excess Proceeds. The offer price as to each Note and any such *Pari Passu* Debt will be payable in cash in an amount equal to (solely in the case of the Notes) 100% of the principal amount of such Note being repurchased and (solely in the case of *Pari Passu* Debt) no greater than 100% of the principal amount (or accreted value, as applicable) of such *Pari Passu* Debt being redeemed or repurchased, plus, in each case, accrued and unpaid interest, if any, to the date of purchase.

To the extent that the aggregate principal amount of Notes and any such *Pari Passu* Debt tendered pursuant to an Excess Proceeds Offer is less than the aggregate amount of Excess Proceeds, the Issuer may use the amount of such Excess Proceeds not used to purchase Notes and *Pari Passu* Debt for any purposes that are not otherwise prohibited by the Indenture. If the aggregate principal amount of Notes and any such *Pari Passu* Debt validly tendered and not withdrawn by holders thereof exceeds the aggregate amount of Excess Proceeds, the Notes and any such *Pari Passu* Debt to be purchased will be allocated on a *pro rata* basis (based upon the principal amount of Notes and the principal amount or accreted value of such *Pari Passu* Debt tendered by each holder). Upon completion of each such Excess Proceeds Offer, the amount of Excess Proceeds will be reset to zero.

(4) If the Issuer is obliged to make an Excess Proceeds Offer, the Issuer will purchase the Notes and *Pari Passu* Debt, at the option of the holders thereof, in whole or in part in a minimum amount of €100,000 and integral multiples of €1,000 in excess thereof on a date that is not earlier than 30 days and not later than 60 days from the date the notice of the Excess Proceeds Offer is given to such Holders, or such later date as may be required under the Exchange Act.

Pending the final application of any Net Cash Proceeds in connection with an Excess Proceeds Offer, the Issuer may temporarily reduce revolving credit borrowings or otherwise use the Net Cash Proceeds in any manner that is not prohibited by the Indenture.

If the Issuer is required to make an Excess Proceeds Offer, the Issuer will comply with the applicable tender offer rules, including Rule 14e-1 under the Exchange Act, and any other applicable securities laws and regulations, including the requirements of any applicable securities exchange on which Notes are then listed. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this "*Limitation on Asset Sales*" covenant, the Issuer will comply with such securities laws and regulations and will not be deemed to have breached its obligations described in this "*Limitation on Asset Sales*" covenant by virtue thereof.

Limitation on Guarantees of Debt

(1) The Issuer will not permit any Restricted Subsidiary that is not a Guarantor, directly or indirectly, to guarantee, assume or in any other manner become liable for the payment of any Debt of the Issuer or any Guarantor outstanding under any Credit Facility Incurred under clause (2)(a) of the covenant described under "*—Limitation on Debt*" or any other Public Debt of the Issuer or any Guarantor (other than the Notes), in each case for Debt in excess of €20.0 million in aggregate amount Incurred, unless such Restricted Subsidiary executes and delivers within five Business Days after such guarantee is Incurred a supplemental indenture to the Indenture providing for a Guarantee of payment of the Notes by such Restricted Subsidiary on the same terms as the guarantee of such other Debt; and with respect to the Guarantee of Subordinated Debt by such Restricted Subsidiary, any such guarantee shall be subordinated to such Restricted Subsidiary's Guarantee with respect to the Notes at least to the same extent as such Subordinated Debt is subordinated to the Notes. The Guarantee of payment of the Notes may contain limitations on such Guarantor's liability to the extent reasonably necessary (as determined in good faith by the Issuer) to recognize certain defenses generally available to guarantors or other considerations under applicable law or regulation.

(2) The provisions of the preceding paragraph will not be applicable to the Guarantee of any Restricted Subsidiary existing on the Issue Date or that existed at the time such Person became a Restricted Subsidiary if the guarantee was not Incurred in connection with, or in contemplation of, such Person becoming a Restricted Subsidiary.

(3) Notwithstanding the foregoing, the Issuer will not be obligated to cause such Restricted Subsidiary to guarantee the Notes to the extent such Guarantee would reasonably be expected (as determined in good faith by the Issuer) to conflict with the Agreed Guarantee Principles.

(4) The Guarantee of a Guarantor will be automatically and unconditionally released (and thereupon will terminate and be discharged and be of no further force and effect):

(a) upon the sale or disposition (including through merger, consolidation, amalgamation or other combination) or conveyance, transfer or lease of the Capital Stock, or all or substantially all of the assets, of that Guarantor to a Person that is not (either before or after giving effect to the transaction) the Issuer or a Restricted Subsidiary, if such sale or other disposition does not violate the covenants described under the caption "*—Certain Covenants—Limitation on Asset Sales*" or "*—Certain Covenants—Merger, Consolidation or Sale of Assets*";

(b) in connection with any sale or other disposition of the Capital Stock of that Guarantor (or Capital Stock of any Holding Company of such Guarantor (other than the Issuer)) (whether by direct sale or through a Holding Company) to a Person that is not (either before or after giving effect to such transaction) the Issuer or a Restricted Subsidiary, if the sale or other disposition does not violate the provisions set forth below under "*—Certain Covenants—Limitation on Asset Sales*" and as a result of such disposition such Guarantor no longer qualifies as a Subsidiary of the Issuer;

(c) upon a defeasance or satisfaction and discharge of the Indenture that complies with the provisions under "*—Defeasance*" *or* "*—Satisfaction and Discharge*;"

(d) upon the designation by the Issuer of the Guarantor (or a Holding Company thereof) as an Unrestricted Subsidiary in compliance with the terms of the Indenture;

(e) upon the liquidation or dissolution of the Guarantor; *provided* that no Default or Event of Default has occurred and is continuing;

(f) upon repayment in full of the Notes;

(g) the implementation of a Permitted Reorganization;

(h) in the case of any Restricted Subsidiary that after the Issue Date is required to guarantee the Notes pursuant the first paragraph of this covenant, the release or discharge of the guarantee by such Restricted Subsidiary which resulted in the obligation to guarantee the Notes; or

(i) as described under "—*Amendments and Waivers*."

Upon any occurrence giving rise to a release of any Guarantee as specified above, the Trustee will execute, subject to the receipt of certain Officer's Certificates and an opinion of counsel, any documents reasonably required in order to evidence or effect such release, discharge and termination in respect of the Guarantee. Neither the Issuer nor the Guarantors will be required to make a notation on the Notes to reflect the Guarantees or any such release, termination or discharge. Each of the releases and amendments set forth above shall be effected by the Trustee without any consent of the Holders or any other action or consent on the part of the Trustee.

Limitation on Dividends and Other Payment Restrictions Affecting Restricted Subsidiaries

(1) The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Restricted Subsidiary to:

(a) pay dividends, in cash or otherwise, or make any other distributions on or in respect of its Capital Stock or any other interest or participation in, or measured by, its profits;

(b) pay any Debt owed to the Issuer or any other Restricted Subsidiary;

(c) make loans or advances to the Issuer or any other Restricted Subsidiary; or

(d) transfer any of its properties or assets to the Issuer or any other Restricted Subsidiary,

provided that (i) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock and (ii) the subordination of (including the application of any standstill requirements to) loans or advances made to the Issuer or any Restricted Subsidiary to other Debt Incurred by the Issuer or any Restricted Subsidiary, in each case, shall not be deemed to constitute such an encumbrance or restriction.

(2) The provisions of the "Limitation on Dividends and Other Payment Restrictions Affecting Restricted Subsidiaries" covenant described in paragraph (1) above will not apply to:

(a) encumbrances and restrictions imposed by the Notes and the Indenture;

(b) encumbrances or restrictions imposed by Debt permitted to be Incurred under Credit Facilities or any guarantee thereof in accordance with the "*Limitation on Debt*" covenant or pursuant to paragraph (2) of such "*Limitation on Debt*" covenant; *provided* that in the case of any such encumbrances or restrictions imposed under any Credit Facility, such encumbrances or restrictions taken as a whole are not materially less favorable to the Holders taken as a whole than those imposed by the Notes or any Credit Facility as at the Issue Date (as determined in good faith by the Issuer);

(c) encumbrances or restrictions contained in any agreement or instrument in effect on the Issue Date;

(d) with respect to restrictions or encumbrances referred to in clause (1)(d) above, encumbrances and restrictions: (i) that restrict in a customary manner the subletting, assignment or transfer of any properties or assets that are subject to a lease, sublease, license, sublicense, conveyance or other similar agreement to which the Issuer or any Restricted Subsidiary is a party; or (ii) contained in operating leases for real property and restricting only the transfer of such real property upon the occurrence and during the continuance of a default in the payment of rent;

(e) encumbrances or restrictions contained in any agreement or other instrument of a Person or relating to assets acquired by the Issuer or any Restricted Subsidiary in effect at the time of such acquisition (but not created in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired;

(f) encumbrances or restrictions contained in contracts for sales of Capital Stock or assets permitted by the "*Limitation on Asset Sales*" covenant with respect to the assets or Capital Stock to be sold pursuant to such contract or in customary merger or acquisition agreements (or any option to enter into such contract) for the purchase or acquisition of Capital Stock or assets or any of the Issuer's Subsidiaries by another Person;

(g) encumbrances or restrictions imposed by applicable law or regulation or by governmental licenses, authorizations, concessions, franchises or permits;

(h) encumbrances or restrictions on cash or other deposits or net worth imposed by customers or suppliers or surety, insurance or bonding companies under contracts entered into the ordinary course of business;

(i) customary limitations on the distribution or disposition of assets or property of a Restricted Subsidiary in joint venture agreements, asset sale agreements, sale and leaseback agreements, shareholder agreements, stock sale agreements and other similar agreements entered into the ordinary course of business and in good faith; *provided* that:

  (i) the encumbrance or restriction is not materially less favorable to the Holders taken as a whole than is customary in comparable agreements (as determined in good faith by the Issuer); and

  (ii) the Issuer determines in good faith that any such encumbrance or restriction will not materially affect the ability of the Issuer or any Guarantor to make any principal or interest payments on the Notes;

(j) customary encumbrances or restrictions in connection with purchase money obligations, mortgage financings and Capitalized Lease Obligations for property acquired in the ordinary course of business;

(k) any encumbrance or restriction arising by reason of customary non-assignment or similar provisions in agreements;

(l) any encumbrance or restriction arising pursuant to an agreement or instrument relating to any Debt not prohibited from being Incurred after the Issue Date pursuant to the provisions of the covenant described under "—*Limitation on Debt*:" (i) if the encumbrances and restrictions contained in any such agreement or instrument taken as a whole are not materially less favorable to the Holders taken as a whole than the encumbrances and restrictions contained in the Indenture (as determined in good faith by the Issuer); or (ii) if such encumbrance or restriction is not materially more disadvantageous to the Holders of the Notes than is customary in comparable financings (as determined in good faith by the Issuer);

(m) with respect to restrictions or encumbrances referred to in clause (1)(d) above, encumbrances or restrictions existing by reason of any Lien permitted under "—*Limitation on Liens*;"

(n) any encumbrance or restriction pursuant to any Hedging Agreements;

(o) any encumbrance or restriction pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easements agreements of the Issuer or any Restricted Subsidiary;

(p) any encumbrance or restriction that arises or is agreed to in the ordinary course of business and does not detract from the value of property or assets of the Issuer or any Restricted Subsidiary in any manner material to the Issuer or such Restricted Subsidiary (as determined in good faith by the Issuer);

(q) restrictions effected in connection with a Qualified Receivables Financing or Permitted Recourse Receivables Financing that, in the good faith determination by the Board of Directors or an Officer of the Issuer, are necessary or advisable to effect such Qualified Receivables Financing or Permitted Recourse Receivables Financing; and

(r) any encumbrances or restrictions imposed by any amendments, modifications, restatements, renewals, extensions, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (a) through (q), or in this clause I, of this paragraph (2); *provided* that such amendments, modifications, restatements, renewals, extension, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Issuer, no more restrictive (taken as a whole) with respect to such encumbrances or restrictions than those contained in the encumbrances or restrictions prior to such amendment, modification, restatement, renewal, extension, increase, supplement, refunding, replacement or refinancing.

Designation of Unrestricted and Restricted Subsidiaries

(1) The Issuer's Board of Directors may designate any Subsidiary (including newly acquired or newly established Subsidiaries) to cease to be a "Restricted Subsidiary" and instead to be an "Unrestricted Subsidiary" only if:

(a) no Default has occurred and is continuing at the time of or after giving effect to such designation;

(b) the Issuer would be permitted to make an Investment at the time of designation (assuming the effectiveness of such designation) pursuant to the "*Limitation on Restricted Payments*" covenant (and may classify such amount within its capacity to make Restricted Payments and ability to make payments that would otherwise be Restricted Payments under the "*Limitation on Restricted Payments*" covenant as it sees fit) in an amount equal to the greater of (i) the net book value of the Issuer's interest in such Subsidiary calculated in accordance with IFRS or (ii) the Fair Market Value of the Issuer's interest in such Subsidiary (in each case, as determined by the Issuer in good faith); and

(c) the Issuer would be permitted under the Indenture to Incur at least €1.00 of additional Debt pursuant to the ratio set forth in paragraph (1) of the "*Limitation on Debt*" covenant at the time of such designation (assuming the effectiveness of such designation).

(2) In the event of any such designation, the Issuer will be deemed to have made an Investment constituting a Restricted Payment pursuant to the "*Limitation on Restricted Payments*" covenant for all purposes of the Indenture in an amount equal to the greater of (i) the net book value of the Issuer's interest in such Subsidiary calculated in accordance with IFRS or (ii) the Fair Market Value of the Issuer's interest in such Subsidiary (in each case, as determined by the Issuer in good faith), and may classify such amount within its capacity to make Restricted Payments and permissions to make payments that would otherwise be Restricted Payments under the "*Limitation on Restricted Payments*" covenant as it sees fit.

(3) The Issuer's Board of Directors may designate any Unrestricted Subsidiary as a Restricted Subsidiary:

(a) if no Default or Event of Default has occurred and is continuing at the time of, or will occur and be continuing after giving effect to, such designation; and

(b) unless such designated Unrestricted Subsidiary shall not have any Debt outstanding (other than Debt that would be Permitted Debt), immediately before and after giving effect to such proposed designation, and after giving *pro forma* effect to the Incurrence of any such Debt of such designated Unrestricted Subsidiary as if such Debt was Incurred on the date of its designation as a Restricted Subsidiary, the Issuer could Incur at least €1.00 of additional Debt pursuant to the ratio set forth in paragraph (1) of the "*Limitation on Debt*" covenant.

(4) Any such designation as an Unrestricted Subsidiary or Restricted Subsidiary by the Issuer's Board of Directors will be evidenced to the Trustee by filing a resolution of the Issuer's Board of Directors with the Trustee giving effect to such designation and an Officer's Certificate certifying that such designation complies with the foregoing conditions, and giving the effective date of such designation. Any such filing with the Trustee must occur within 90 days after the end of the Issuer's fiscal semi-annual period in which such designation is made.

Maintenance of Listing

The Issuer will use its commercially reasonable efforts to maintain the listing of the Notes on the Official List of the Exchange for so long as the Notes are outstanding; *provided* that, if at any time the Issuer determines that it will not maintain such listing, it will obtain prior to the delisting of the Notes from the Official List of the Exchange, and thereafter use its commercially reasonable efforts to maintain, a listing of the Notes on another recognized stock exchange.

Reports

(1) So long as any Notes are outstanding, the Issuer will furnish to the Trustee:

(a) within 120 days following the end of each fiscal year beginning with the fiscal year ending September 30, 2024, annual reports containing the following information: (1) audited consolidated balance sheets of the Issuer as of the end of the two most recent fiscal years and audited consolidated income statements and statements of cash flow of the Issuer for the two most recent fiscal years, including complete notes to such financial statements and the report of the independent auditors on the financial statements; (2) an operating and financial review of the audited financial statements, including a discussion of the results of operations, financial condition, and liquidity and capital resources of the Issuer; (3) unaudited *pro forma* income statement and balance sheet information of the Issuer, together with explanatory footnotes, for any material acquisitions, dispositions or recapitalizations that have occurred since the beginning of the most recently completed fiscal year as to which such annual report relates (unless such *pro forma* financial information has been provided in a previous report pursuant to clause (b) or (c) below); *provided* that such *pro forma* financial information will be provided only to the extent available without unreasonable expense, in which case the Issuer will provide, in the case of a material acquisition, acquired company financial information; (4) a description of the business of the Issuer; and (5) a description of management and shareholders, material debt instruments, material affiliate transactions, material risk factors and material subsequent events all in substantially the same form as presented in this Offering Memorandum; *provided* that the information in clause (5) may be provided in the notes to the audited financial statements;

(b) semi-annual financial information of the Issuer on a consolidated basis as of and for the period from the beginning of each year to the close of the first half period, together with comparable information for the corresponding period of the preceding year, and an operating and financial review of the financial statements, including a discussion of the results of operations, financial condition, and material changes in liquidity and financial resources of the Issuer within 90 days following the end of the fiscal half beginning with the fiscal half ending March 31, 2025;

(c) promptly after the occurrence of a material acquisition, disposition or restructuring, any change of the Chief Executive Officer or the Chief Financial Officer of the Issuer or a change in the independent auditors of the Issuer or any other material event, a report containing a description of such event.

(2) No report need include separate financial statements for any Guarantors or non-Guarantor Subsidiaries of the Issuer or any disclosure with respect to the results of operations or any other financial or statistical disclosure not of a type included in this Offering Memorandum.

(3) At any time that any of the Issuer's Subsidiaries are Unrestricted Subsidiaries and any such Unrestricted Subsidiary or a group of Unrestricted Subsidiaries, taken as a whole, constitutes a Significant Subsidiary of the Issuer, then the quarterly and annual financial information required by the first paragraph of this "*Reports*" covenant will include a reasonably detailed presentation, either on the face of the financial statements or in the notes thereto, of the financial condition and results of operations of the Issuer and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Issuer.

(4) For so long as it remains so listed, the Issuer will furnish to the Trustee such other information that the Issuer is required to make publicly available under the requirements of Euronext Paris as a result of having its ordinary shares admitted for trading on such exchange. Notwithstanding paragraph (1) of this covenant, for so long as the Issuer's ordinary shares are admitted for trading on Euronext Paris, upon the Issuer complying with the public reporting requirements of Euronext Paris, to the extent that such requirements include an obligation to prepare and make publicly available annual reports, information, documents and other reports, the Issuer will be deemed to have complied with the provisions contained in clauses (1)(a), (b) and (c) above.

(5) Notwithstanding the foregoing, the Issuer will be deemed to have provided such information to the Trustee, the Holders of the Notes and prospective purchasers of the Notes if such information referenced above in clauses (1)(a), (b) and (c) and (3) above has been posted on the Issuer's website.

Delivery of any information, documents and reports to the Trustee pursuant to this covenant is for informational purposes only and the Trustee's receipt of such information, documents and reports shall not constitute constructive notice of any information contained therein, including the Issuer's compliance with any of the covenants under the Indenture. The Trustee shall not be deemed to be responsible for monitoring the Issuer's website. All reports made pursuant to this covenant shall be made in, or translated to, the English language.

Statement as to Compliance

The Issuer will deliver to the Trustee no later than the date on which the Issuer is required to deliver annual reports pursuant to the covenant described under "—*Reports*" above, an Officer's Certificate stating that in the course of the performance by the relevant officers of their respective duties as an officer of the Issuer they would normally have knowledge of any Default or Event of Default and whether or not such officers know of any Default or Event of Default that occurred during such period and, if any, specifying such Default or Event of Default, its status and what action the Issuer is taking or proposes to take with respect thereto.

Merger, Consolidation or Sale of Assets

Issuer

(1) The Issuer will not, directly or indirectly, in a single transaction or through a series of transactions, merge, consolidate, amalgamate or otherwise combine with or into any other Person or sell, assign, convey, transfer, lease or otherwise dispose of with respect to a demerger or division pursuant to which the Issuer would dispose of, all or substantially all of the Issuer's and the Restricted Subsidiaries' properties and assets, taken as a whole, to any other Person. The previous sentence will not apply if at the time and immediately after giving effect to any such transaction or series of transactions:

(a) either: (i) the Issuer will be the continuing corporation; or (ii) the Person (if other than the Issuer) formed by or surviving any such merger, consolidation, amalgamation or other combination or to which such sale, assignment, conveyance, transfer, lease or disposition of all or substantially all of the properties and assets of the Issuer and the Restricted Subsidiaries, taken as a whole, has been made (the "**Successor Issuer**"):

(x) will be a corporation duly incorporated and validly existing under the laws of any member state of the European Union as at the Issue Date, the United States of America, any state thereof, or the District of Columbia, Canada or any province of Canada, Norway or Switzerland; and

(y) will expressly assume, by a supplemental indenture, an accession agreement or one or more other documents or instruments, each in a form reasonably satisfactory to the Trustee, the Issuer's obligations under the Notes and the Indenture;

(b) immediately after giving effect to such transaction or series of transactions on a *pro forma* basis (and treating any Debt of the Issuer, any Successor Issuer or any Restricted Subsidiary of such Successor Issuer Incurred in connection with or as a result of such transaction or series of transactions as having been Incurred by the Issuer, such Successor Issuer or any Restricted Subsidiary of such Successor Issuer at the time of such transaction), no Default or Event of Default will have occurred and be continuing;

(c) immediately after giving effect to such transaction or series of transactions on a *pro forma* basis (on the assumption that the transaction or series of transactions occurred on the first day of the semi-annual period immediately prior to the consummation of such transaction or series of transactions with the appropriate adjustments with respect to the transaction or series of transactions being included in such *pro forma* calculation), (i) the Issuer (or the Successor Issuer) could Incur at least €1.00 of additional Debt pursuant to the ratio set forth in paragraph (1) of the "*Limitation on Debt*" covenant or (ii) the Fixed Charge Coverage Ratio would not be lower than it was immediately prior to giving effect to such transaction; and

(d) the Issuer or the Successor Issuer has delivered to the Trustee an Officer's Certificate and an opinion of counsel in forms satisfactory to the Trustee, each stating that such merger, consolidation, amalgamation or other combination or sale, assignment, conveyance, transfer, lease or other disposition, and if a supplemental indenture is required in connection with such transaction, such supplemental indenture, comply with the requirements of the Indenture and that all conditions precedent in the Indenture relating to such transaction have been satisfied and that the Indenture and the Notes constitute legal, valid and binding obligations of the Issuer or the Successor Issuer, enforceable in accordance with their terms (subject to customary assumptions, exceptions, reservations and qualifications, in each case including as to enforceability).

(2) The Successor Issuer will succeed to, and be substituted for, and may exercise every right and power of, the Issuer under the Notes and the Indenture, *provided*, *however*, that in the case of a lease of all or substantially all of the Issuer's assets, the Issuer will not be released from the obligation to pay the principal of, premium, if any, and interest, on the Notes.

(3) Nothing in the Indenture will prevent (i) any Restricted Subsidiary from consolidating with, merging into or transferring all or substantially all of its properties and assets to the Issuer, a Guarantor or any other Restricted Subsidiary of the Issuer, *provided* the requirements of clauses (a)(x) and (d) of paragraph (1) above are satisfied, *mutatis mutandis*.

Guarantors

(1) Subject to the provisions described under "—*Guarantees—Release of the Guarantees*," no Guarantor will, directly or indirectly, in a single transaction or through a series of transactions, merge, consolidate, amalgamate or otherwise combine with or into any other Person or sell, assign, convey, transfer, lease or otherwise dispose of with respect to a demerger or division pursuant to which such Guarantor will dispose of, all or substantially all of such Guarantor's properties and assets to any other Person. The previous sentence will not apply if at the time and immediately after giving effect to any such transaction or series of transactions:

(a) either: (i) such Guarantor is the surviving corporation, or (ii) the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation organized or existing under the laws of any member state of the European Union as at the Issue Date, the United Kingdom, the United States of America, any state thereof, or the District of Columbia, Canada or any province of Canada, Norway or Switzerland (such Guarantor or such Person, as the case may be, being herein called the "**Successor Guarantor**");

(b) the Successor Guarantor (if other than such Guarantor), by a supplemental indenture, an accession agreement or one or more other documents or instruments, each in a form reasonably satisfactory to the Trustee, expressly assumes the obligations of such Guarantor under its Guarantee and the Indenture;

(c) immediately after giving *pro forma* effect to such transaction, no Default or Event of Default exists and is continuing; and

(d) the Guarantor or the Successor Guarantor has delivered to the Trustee an Officer's Certificate and an opinion of counsel in forms satisfactory to the Trustee, each stating that such merger, consolidation, amalgamation or other combination or sale, assignment, conveyance, transfer, lease or other disposition, and if a supplemental indenture is required in connection with such transaction, such supplemental indenture, comply with the requirements of the Indenture and that all conditions precedent in the Indenture relating to such transaction have been satisfied and that the Indenture and the Guarantee constitutes a legal, valid and binding obligation of the Guarantor or Successor Guarantor, enforceable in accordance with its terms (subject to customary assumptions, exceptions, reservations and qualifications, in each case including as to enforceability).

(2) The Successor Guarantor will succeed to, and be substituted for, and may exercise every right and power of, the relevant Guarantor under its Guarantee and the Indenture.

(3) Nothing in the Indenture will prevent any Restricted Subsidiary from consolidating with, merging into or transferring all or substantially all of its properties and assets to the Issuer or any Restricted Subsidiary.

Although there is a limited body of case law interpreting the phrase "all or substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve "all or substantially all" of the property or assets of a Person.

Suspension of Covenants on Achievement of Investment Grade Status

If on any date following the Issue Date, the Notes have achieved Investment Grade Status and no Default or Event of Default has occurred and is continuing (a "**Suspension Event**"), then, beginning on that day and continuing until such time, if any, at which the Notes cease to have Investment Grade Status (the "**Reversion Date**"), the provisions of the Indenture summarized under the following captions will not apply to the Notes:

(1) "—Limitation on Restricted Payments;"

(2) "—Limitation on Debt;"

(3) "—Limitation on Dividends and Other Payment Restrictions Affecting Restricted Subsidiaries;"

(4) "—Limitation on Transactions with Affiliates;"

(5) "—Limitation on Guarantees of Debt;"

(6) clause (1)(c) of "—*Merger, Consolidation or Sale of Assets*" in respect of the Issuer;

(7) "—Limitation on Asset Sales;" and

(8) "—Designation of Unrestricted and Restricted Subsidiaries."

and, in each case, any related default provision of the Indenture will cease to be effective and will not be applicable to the Issuer and its Restricted Subsidiaries.

During any period that the foregoing covenants have been suspended, neither the Issuer nor any Restricted Subsidiary may designate any of its Subsidiaries as Unrestricted Subsidiaries pursuant to the covenant described under the caption "—*Designation of Unrestricted and Restricted Subsidiaries*," unless such designation would have complied with the covenant described under the caption "—*Limitation on Restricted Payments*" as if such covenant would have been in effect during such period.

Such covenants and any related default provisions will again apply according to their terms from the first day on which a Suspension Event ceases to be in effect. Such covenants will not, however, be of any effect with regard to actions of the Issuer or its Restricted Subsidiaries properly taken during the continuance of the Suspension Event, and no action taken prior to the Reversion Date will constitute a Default or Event of Default. The "*Limitation on Restricted Payments*" covenant will be interpreted as if it has been in effect since the date of the Indenture but not during the continuance of the Suspension Event. On the Reversion Date, all Debt Incurred during the continuance of the Suspension Event will be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under clause (c) of the second paragraph of the covenant described under "—*Limitation on Debt*." In addition, the Indenture will also permit, without causing a Default or Event of Default, the Issuer or any of the Restricted Subsidiaries to honor any contractual commitments or take actions in the future after any date on which the Notes cease to have an Investment Grade Status as long as the contractual commitments were entered into during the Suspension Event and not in anticipation of the Notes no longer having an Investment Grade Status. Upon the occurrence of a Suspension Event, the amount of Excess Proceeds shall be reset at zero. The Issuer shall notify the Trustee that the conditions set forth in the first paragraph under this caption has been satisfied, *provided* that, no such notification shall be a condition for the suspension of the covenants described under this caption to be effective. The Trustee shall have no duty to monitor the ratings of the Notes, shall not be deemed to have any duty to notify Holders if the Notes achieve Investment Grade Status or upon the occurrence of a Reversion Date. There can be no assurance that the Notes will ever achieve or maintain an Investment Grade Status.

Financial Calculations

When calculating the availability or permission under any basket, test, threshold or ratio under the Indenture, in each case, in connection with any acquisition, disposition, merger, consolidation or other business combination transaction, joint venture, Investment, Incurrence, payment or any other transaction (the "**Applicable Transaction**") where there is a time difference between commitment and closing or Incurrence (including in respect of Incurrence of Debt, Liens, Restricted Payments, Permitted Investments, transactions with Affiliates, Asset Sales or any designation of a Restricted Subsidiary or Unrestricted Subsidiary), the date of determination of such basket or ratio and of any Default or Event of Default shall, at the option of the Issuer, be (A) the date the definitive agreements for such Applicable Transaction are entered into and such baskets or ratios shall be calculated on a *pro forma* basis after giving effect to such Applicable Transaction and the other transactions to be entered into in connection therewith (including any Incurrence of Debt and the use of proceeds thereof) as if they occurred at the beginning of the applicable reference period for purposes of determining the ability to consummate any such transaction, (B) the date of consummation of any Applicable Transaction or (C) any other date relevant to the Applicable Transaction determined by the Issuer in good faith, in which case such baskets, test, threshold or ratios shall likewise be calculated on a *pro forma* basis after giving effect to the Applicable Transaction and the other transactions to be entered into in connection therewith (including any Incurrence of Debt and the use of proceeds thereof) as if they occurred at the beginning of the applicable reference period for purposes of determining the ability to consummate any such transaction. For the avoidance of doubt, (x) if any of such baskets or ratios are determined to be in compliance under (A) or (C) above and are exceeded or otherwise not satisfied as a result of fluctuations in such basket or ratio (including due to fluctuations in Total Assets, Consolidated EBITDA or Consolidated Fixed Charges of the Issuer or a target company) subsequent to such date of determination and at or prior to the consummation of the relevant Applicable Transaction, such baskets or ratios will not be deemed to have been exceeded or otherwise not satisfied as a result of such fluctuations solely for purposes of determining whether the transactions are permitted under the Indenture and (y) if the Issuer elects to have such determinations occur at the time of entry into such definitive agreement or on another date as contemplated by (C) above, any such transactions (including any Incurrence of Indebtedness and the use of proceeds thereof and the fixing of any exchange rates) shall be deemed to have occurred on the date the definitive agreements are entered or such other date as contemplated by (C) above, and, in each case, to be outstanding thereafter for purposes of calculating any baskets or ratios under the Indenture (except to the extent such Applicable Transaction is subsequently abandoned).

Events of Default

Each of the following will be an "**Event of Default**" under the Indenture:

(a) default for 30 days in the payment when due of any interest or any Additional Amounts on any Note;

(b) default in the payment of the principal of or premium, if any, on any Note at its Maturity (upon acceleration, optional or mandatory redemption, if any, required repurchase or otherwise);

(c) failure by the Issuer to comply with the provisions of "*—Certain Covenants—Merger, Consolidation or Sale of Assets*;"

(d) failure to comply with any covenant or agreement of the Issuer or of any Restricted Subsidiary that is contained in the Indenture (other than specified in clauses (a), (b) or (c) (solely as it relates to the Issuer) above) and such failure continues for a period of 60 days after written notice given by the Trustee or the Holders of at least 30% in principal amount of the outstanding Notes;

(e) default under the terms of any instrument evidencing or securing the Debt for borrowed money (other than any such Debt owed to the Issuer or any Restricted Subsidiary) of the Issuer or any Restricted Subsidiary, if that default:

 (i) results in the acceleration of the payment of such Debt; or

 (ii) is caused by the failure to pay such Debt at final maturity thereof after giving effect to the expiration of any applicable grace periods (and other than by regularly scheduled required prepayment) and such failure to make any payment has not been waived or the maturity of such Debt has not been extended (a "**Payment Default**"),

 and, in each case, the principal amount of any such Debt, together with the principal amount of any other such Debt under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates to €40.0 million or more;

(f) the Guarantee by any Guarantor that is a Significant Subsidiary ceases to be, or shall be asserted in writing by any Guarantor that is a Significant Subsidiary, or any Person acting on behalf of any Guarantor that is a Significant Subsidiary, not to be in full force and effect or enforceable in accordance with its terms (other than as provided for in the Indenture or the Guarantee), if such Default continues for 10 days;

(g) one or more final judgments, orders or decrees (not subject to appeal and not covered by insurance) shall have been rendered against the Issuer or any Restricted Subsidiary for the payment of money either individually or in an aggregate amount, in each case in excess of €40.0 million (after deducting any insurance or indemnity or contribution amounts actually recovered by the Issuer or a Restricted Subsidiary within 60 days of such judgment, order or decree), and either a creditor shall have commenced an enforcement proceeding upon such judgment, order or decree or there shall have been a period of 60 consecutive days or more during which a stay of enforcement of such judgment, order or decree was not (by reason of pending appeal or otherwise) in effect; and

(h) the occurrence of certain events of bankruptcy, insolvency, receivership, schemes of arrangement (where any creditors are materially impaired) or reorganization with respect to the Issuer, any Significant Subsidiary, or of other Restricted Subsidiaries of the Issuer that are not Significant Subsidiaries but would, in the aggregate, when taken together (as of the end of the most recently completed fiscal period) constitute a Significant Subsidiary if considered as a single Person.

However, a Default under clauses (d), (e) or (g) above will not constitute an Event of Default until the Trustee or the Holders of 30% in principal amount of the outstanding Notes under the Indenture notify the Issuer of the Default and, with respect to clauses (d) and (g) the Issuer does not cure such default within the time specified in clauses (d) or (g) above, as applicable, after receipt of such notice.

If an Event of Default (other than as specified in clause (h) above) occurs and is continuing, the Trustee or the Holders of not less than 30% in aggregate principal amount of the Notes then outstanding by written notice to the Issuer (and to the Trustee if such notice is given by the Holders) may, and the Trustee, upon the written request of such Holders, shall, declare the principal of, premium, if any, any Additional Amounts and accrued interest on all of the outstanding Notes immediately due and payable, and upon any such declaration all such amounts payable in respect of the Notes will become immediately due and payable. The Trustee shall not be deemed to have notice of any Default or Event of Default unless a written notice of any event which is in fact such a default is received by a responsible officer of the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Notes and the Indenture.

If an Event of Default specified in clause (h) above occurs and is continuing, then the principal of, premium, if any, Additional Amounts and accrued and unpaid interest on all of the outstanding Notes shall become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder of Notes.

In the event of a declaration of acceleration of the Notes because an Event of Default described in clause (e) under "*Events of Default*" has occurred and is continuing, the declaration of acceleration of the Notes shall be automatically annulled if the event of default or payment default triggering such Event of Default pursuant to clause (e) shall be remedied or cured, or waived by the holders of the Debt, or the Debt that gave rise to such Event of Default shall have been discharged in full, within 30 days after the declaration of acceleration with respect thereto and if (1) the annulment of the acceleration of the Notes would not conflict with any judgment or decree of a court of competent jurisdiction and (2) all existing Events of Default, except non-payment of principal, premium or interest on the Notes that became due solely because of the acceleration of the Notes, have been cured or waived.

The Holders of not less than a majority in aggregate principal amount of the outstanding Notes may, on behalf of the Holders of all of the Notes, waive any past defaults under the Indenture (except a default in the payment of the principal of, premium, if any, and Additional Amounts or interest on any Note in which case, the consent of the Holders of 90% of the then outstanding Notes shall be required) and rescind any such acceleration with respect to such Notes and its consequences if such rescission would not conflict with any judgment or decree of a court of competent jurisdiction, and *provided* that the fees and expenses of the Trustee have been paid.

No Holder of any of the Notes has any right to institute any proceedings with respect to the Indenture or any remedy thereunder unless the Holders of at least 30% in aggregate principal amount of the outstanding Notes have made a written request and offered an indemnity and/or security (including by way of prefunding) satisfactory to the Trustee to institute such proceedings as Trustee under the Notes and the Indenture, the Trustee has failed to institute such proceeding within 60 days after receipt of such written notice and receipt of indemnity and/or security (including by way of prefunding) satisfactory to it and the Trustee within such 60-day period has not received directions inconsistent with such written request by Holders of a majority in aggregate principal amount of the outstanding Notes. Such limitations do not, however, apply to a suit instituted by a Holder of a Note for the enforcement of the payment of the principal of, premium, if any, and Additional Amounts or interest on such Note on or after the respective due dates expressed in such Note.

If an Event of Default occurs and is continuing and written notice from the Issuer is given to a responsible officer of the Trustee in accordance with the notice provisions of the Indenture, the Trustee will deliver to each Holder of the Notes notice of the Event of Default within 60 Business Days after its occurrence. Except in the case of an Event of Default in the payment of principal of, premium, if any, Additional Amounts or interest on any Notes, the Trustee may withhold the giving of such notice to the Holders of such Notes if it determines in good faith that withholding the giving of such notice is in the best interests of the Holders of the Notes.

The Indenture will provide that (1) if a Default occurs for a failure to deliver a required certificate in connection with another default (an "**Initial Default**") then at the time such Initial Default is cured, such Default for a failure to report or deliver a required certificate in connection with the Initial Default will also be cured without any further action and (2) any Default or Event of Default for the failure to comply with the time periods prescribed in the covenant entitled "—*Certain Covenants—Reports*" or otherwise to deliver any notice or certificate pursuant to any other provision of the Indenture shall be deemed to be cured upon the delivery of (prior to acceleration in respect to the relevant breach) any such report required by such covenant or notice or certificate, as applicable, even though such delivery is not within the prescribed period specified in the Indenture.

The Trustee may assume without inquiry, in the absence of actual knowledge or written notice, that the Issuer is duly complying with its obligations contained in the Indenture required to be observed and performed by it, and that no Default or Event of Default or other event that would require repayment of the Notes has occurred.

The Trustee is under no obligation to exercise any of the rights or powers vested in it by the Indenture at the request or direction of any of the Holders of the Notes unless such Holders provide to the Trustee indemnity and/or security (including by way of prefunding) satisfactory to the Trustee against the costs, expenses and liabilities which might be incurred thereby. It may not be possible for the Trustee to take certain actions in relation to the Notes and, accordingly, in such circumstances the Trustee will be unable to take action, notwithstanding the provision of an indemnity to it, and it will be for the Holders to take action directly.

Defeasance

The Indenture will provide that the Issuer may, at its option and at any time prior to the Stated Maturity of the Notes, elect to have the obligations of the Issuer and any Guarantor discharged with respect to the outstanding Notes ("**Legal Defeasance**"). Legal Defeasance means that the Issuer will be deemed to have paid and discharged the entire Debt represented by the outstanding Notes except as to:

(a) the rights of Holders of outstanding Notes to receive payments in respect of the principal of, premium, if any, Additional Amounts and interest on such Notes when such payments are due from the trust referred to below;

(b) the Issuer's obligations to issue temporary Notes, register, transfer or exchange any Notes, replace mutilated, destroyed, lost or stolen Notes, maintain an office or agency for payments in respect of the Notes and segregate and hold such payments on trust;

(c) the rights, powers, trusts, duties and immunities of the Trustee and the obligations of the Issuer and any Guarantor in connection therewith; and

(d) the Legal Defeasance provisions of the Indenture.

If the Issuer exercises its legal defeasance option, payment of the Notes may not be accelerated because of an Event of Default other than an Event of Default under clauses (a) or (b) of the definition thereof.

In addition, the Issuer may, at its option and at any time, elect to have the obligations of the Issuer and any Guarantor released with respect to certain covenants set forth in the Indenture ("**Covenant Defeasance**") and thereafter any failure to comply with such covenants will not constitute a Default or an Event of Default with respect to the Notes. In the event that a Covenant Defeasance occurs, certain events described under "*—Events of Default*" will no longer constitute an Event of Default with respect to the Notes. These events will not include events relating to non-payment, bankruptcy, insolvency, receivership and reorganization. The Issuer may exercise its Legal Defeasance option regardless of whether it has previously exercised any Covenant Defeasance.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(a) the Issuer must irrevocably deposit or cause to be deposited on trust with the Trustee, or such other entity as may be designated for this purpose, for the benefit of the Holders of the Notes, cash in euros, European Government Obligations or a combination thereof, in such amounts as will be sufficient, in the opinion of an internationally recognized firm of independent public accountants, to pay and discharge the principal of, premium, if any, Additional Amounts and interest, on the outstanding Notes on the Stated Maturity or on the applicable redemption date, as the case may be, and the Issuer must:

    (i) specify whether the Notes are being defeased to maturity or to a particular redemption date; and

    (ii) if applicable, have delivered to the Trustee an irrevocable notice to redeem all of the outstanding Notes;

(b) in the case of Legal Defeasance, the Issuer must have delivered to the Trustee an opinion of counsel reasonably acceptable to the Trustee stating that: (i) the Issuer has received from, or there has been published by, the U. S. Internal Revenue Service a ruling; or (ii) since the Issue Date, there has been a change in applicable U. S. federal income tax law, in either case to the effect that (and based thereon such opinion shall confirm that) the beneficial owners of the outstanding Notes will not recognize income, gain or loss for U. S. federal income tax purposes as a result of such Legal Defeasance and will be subject to U. S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(c) in the case of Covenant Defeasance, the Issuer must deliver to the Trustee an opinion of counsel reasonably acceptable to the Trustee confirming that the beneficial owners of the outstanding Notes will not recognize income, gain or loss for U. S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U. S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(d) no Default or Event of Default will have occurred and be continuing: (i) on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit); or (ii) insofar as bankruptcy or insolvency events described in clause (h) of "—*Events of Default*" above are concerned, at any time during the period ending on the 123rd day after the date of such deposit;

(e) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a Default under (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit), the Indenture or any material agreement or instrument to which the Issuer or any Restricted Subsidiary is a party or by which the Issuer or any Restricted Subsidiary is bound;

(f) the Issuer must have delivered to the Trustee an opinion of counsel (subject to customary assumptions, exceptions, reservations and qualifications, in each case including as to enforceability) in the country of the Issuer's incorporation to the effect that after the 123rd day following the deposit, the trust funds will not be subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and an opinion of counsel (subject to customary assumptions, exceptions, reservations and qualifications, in each case including as to enforceability) reasonably acceptable to the Trustee that the Trustee shall have a perfected security interest in such trust funds for the ratable benefit of the Holders of the Notes;

(g) the Issuer must have delivered to the Trustee an Officer's Certificate stating that the deposit was not made by the Issuer with the intent of preferring the Holders of the Notes over the other creditors of the Issuer with the intent of defeating, hindering, delaying or defrauding creditors of the Issuer or other creditors, or removing assets beyond the reach of the relevant creditors or increasing debts of the Issuer to the detriment of the relevant creditors;

(h) no event or condition exists that would prevent the Issuer from making payments of the principal of, premium, if any, Additional Amounts and interest on the Notes on the date of such deposit or at any time ending on the 123rd day after the date of such deposit; and

(i) the Issuer must have delivered to the Trustee an Officer's Certificate and an opinion of counsel in forms satisfactory to the Trustee, each stating that all conditions precedent provided for relating to the Legal Defeasance or the Covenant Defeasance, as the case may be, have been complied with.

If the funds deposited with the Trustee or such other entity to effect Covenant Defeasance are insufficient to pay the principal of, premium, if any, Additional Amounts and interest on the Notes when due because of any acceleration occurring after an Event of Default, then the Issuer and any Guarantor will remain liable for such payments.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect (except as to surviving rights of registration of transfer or exchange of the Notes as expressly provided for in the Indenture) when:

(a) the Issuer has irrevocably deposited or caused to be deposited with the Trustee (or such other entity as is designated for this purpose) as funds on trust for such purpose an amount in euros or European Government Obligations sufficient to pay and discharge the entire Debt on such Notes that have not, prior to such time, been delivered to the Trustee for cancellation, for principal of, premium, if any, and any Additional Amounts and accrued and unpaid interest on the Notes to the date of such deposit (in the case of Notes which have become due and payable) or to the Stated Maturity or redemption date, as the case may be, and the Issuer has delivered irrevocable instructions to the Trustee under the Indenture to apply the deposited money toward the payment of Notes at Stated Maturity or on the redemption date, as the case may be and either:

(i) all of the Notes that have been authenticated and delivered (other than destroyed, lost or stolen Notes that have been replaced or paid and Notes for which payment money has been deposited on trust or segregated and held on trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust as provided for in the Indenture) have been delivered to the Paying Agent for cancellation; or

(ii) all Notes that have not been delivered to the Paying Agent for cancellation: (x) have become due and payable (by reason of the mailing, or delivery to the clearing systems in the case of a Global Note, of a notice of redemption or otherwise); (y) will become due and payable within one year of Stated Maturity; or (z) are to be called for redemption within one year of the proposed discharge date under arrangements reasonably satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the Issuer's name and at the Issuer's expense;

(b) the Issuer has paid or caused to be paid all other sums payable by the Issuer under the Indenture; *provided* that if requested by the Issuer in writing to the Trustee and the Paying Agent (which request may be included in the applicable notice of redemption or pursuant to an Officer's Certificate) no later than five (5) Business Days prior to such distribution, the Trustee or the Paying Agent shall distribute any amounts deposited prior to maturity or the redemption date, as the case may be; *provided*, *further*, that in such case, the payment to each Holder will equal the amount such Holder would have been entitled to receive at maturity or on the relevant redemption date, as the case may be, and, for the avoidance of doubt, the distribution and payment to Holders prior to the maturity or relevant redemption date as set forth above will not include any negative interest, present value adjustment, break cost or any other premium on such amounts. To the extent the Notes are represented by a Global Note deposited with a depositary for a clearing system, any payment to the beneficial holders holding Book-Entry Interests as participants of such clearing system will be subject to the then applicable procedures of the clearing system;

(c) the Issuer has delivered irrevocable instructions to the Trustee to apply the deposited money toward the payment of the Notes at maturity, on the redemption date or such earlier date as instructed by the Issuer in accordance with clause (b) above, as the case may be; and

(d) the Issuer has delivered to the Trustee (i) an Officer's Certificate and (ii) an opinion of counsel (subject to customary assumptions, exceptions, reservations and qualifications, in each case including as to enforceability), each stating that all conditions precedent provided in the Indenture relating to the satisfaction and discharge of the Indenture have been satisfied.

The Trustee shall be entitled to rely conclusively on such Officer's Certificate and opinion of counsel in forms satisfactory to the Trustee without independent verification, *provided* that any such counsel may rely on an Officer's Certificate as to matters of fact (including as to compliance with the foregoing clauses (a), (b), (c) and (d)(i)).

Amendments and Waivers

With the consent of the Holders of not less than a majority in aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, such Notes), the Issuer, the Guarantors and the Trustee are permitted to amend or supplement the Indenture (including the Guarantees) or the Notes or waive any default or compliance with any provisions thereof (unless a modification or amendment will only affect one series of the Notes, in which case only the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding in such series shall be required); *provided* that no such modification, amendment or waiver may, without the consent of Holders holding not less than 90% of the then outstanding principal amount of the Notes then outstanding (or, if a modification or amendment will only affect one series of the Notes, the consent of the Holders of at least 90% of the aggregate principal amount of the Notes then outstanding in such series):

(a) extend the Stated Maturity of the principal of, or any instalment of or Additional Amounts or interest on, any Note (or change any Default or Event of Default under clause (a) of the definition thereof related thereto);

(b) reduce the principal amount of any Note (or Additional Amounts or premium, if any) or the rate of or extend the stated time for payment of interest on any Note (or change any Default or Event of Default under clause (b) of the definition thereof related thereto);

(c) reduce the premium payable upon the redemption of any such Note or change the time at which any such Note may be redeemed, in each case as described above under "—*Optional Redemption*;"

(d) change the coin or currency in which the principal of any Note or any premium or any Additional Amounts or the interest thereon is payable on or after the due dates thereof;

(e) impair the right to institute suit for the enforcement of any payment of any Note in accordance with the provisions of such Note and the Indenture;

(f) make any change to the amendment or waiver provisions which require the Holders' consent described in this sentence; and

(g) release any Guarantee, other than in compliance with the guarantor release provisions of the Indenture.

Notwithstanding the foregoing, without the consent of any Holder of the Notes, the Issuer, the Guarantors and the Trustee may modify, amend or supplement the Indenture (including the Guarantees) or the Notes, as applicable, to:

(a) evidence the succession of another Person to the Issuer or a Guarantor and the assumption by any such successor of the covenants in the Indenture, the Notes or any Guarantee, as applicable, in accordance with "*—Certain Covenants—Merger, Consolidation or Sale of Assets*" or Permitted Reorganization;

(b) add to the Issuer's covenants or those of any Guarantor or any other obligor in respect of the Notes for the benefit of the Holders of the Notes or to surrender any right or power conferred upon the Issuer or any Guarantor or any other obligor in respect of the Notes, as applicable, in the Indenture, the Notes or any Guarantee;

(c) cure any ambiguity, omission, defect error or inconsistency;

(d) conform the text of the Indenture, the Notes or any Guarantee to any provision of this "*Description of the Notes*" to the extent that such provision in this "*Description of the Notes*" was intended to be a verbatim or substantially verbatim recitation of a provision of the Indenture, the Notes or such Guarantee;

(e) release any Guarantor in accordance with (and if permitted by) the terms of the Indenture;

(f) provide for any Restricted Subsidiary to provide a Guarantee in accordance with the covenant described under "*—Certain Covenants—Limitation on Debt*" or "*—Certain Covenants—Limitation on Guarantees of Debt*," to add Guarantees, to add security to or for the benefit of the Notes, or to confirm and evidence the release, termination, discharge or retaking of any Guarantee or Lien or any amendment in respect thereof with respect to or securing the Notes when such release, termination, discharge or retaking or amendment is not prohibited by the Indenture;

(g) evidence and provide the acceptance of the appointment of a successor Trustee under the Indenture;

(h) make any change that would provide additional rights of or benefits to the Trustee or the Holders or that does not adversely affect the rights of or benefits to the Trustee or any of the Holders in any material respect under the Indenture, the Notes or any Guarantee (as determined by the Issuer in good faith in respect of Holders); and

(i) provide for the issuance of Additional Notes in accordance with and if permitted by the terms of and limitations set forth in the Indenture.

The Trustee shall be entitled to receive and rely absolutely on an Officer's Certificate and an opinion of counsel in forms satisfactory to the Trustee as to the permissibility of any such amendment, supplement or waiver.

The consent of the Holders is not necessary under the Indenture to approve the particular form of any proposed amendment to the Indenture, the Notes or any Guarantee. It is sufficient if such consent approves the substance of the proposed amendment. A consent to any amendment or waiver under the Indenture by any Holder of the Notes given in connection with a tender of such Holder's Notes will not be rendered invalid by such tender.

Currency Indemnity

The euro is the sole currency of account and payment for all sums payable under the Notes, any Guarantee and the Indenture. Any amount received or recovered in respect of the Notes or any Guarantee in a currency other than euro (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding up or dissolution of the Issuer, any Subsidiary or otherwise) by the Trustee and/or a Holder of the Notes in respect of any sum expressed to be due to such Holder from the Issuer or the Guarantors will constitute a discharge of their obligation only to the extent of the euro amount which the recipient is able to purchase with the amount so received or recovered in such other currency on the date of that receipt or recovery (or, if it is not possible to purchase euro on that date, on the first date on which it is possible to do so). If the euro amount that could be recovered following such a purchase is less than the euro amount expressed to be due to the recipient under any Note, the Issuer and the Guarantors will jointly and severally indemnify the recipient against the cost of the recipient's making a further purchase of euro in an amount equal to such difference. For the purposes of this paragraph, it will be sufficient for the Trustee and/or Holder to certify that it would have suffered a loss had the actual purchase of euro been made with the amount so received in that other currency on the date of receipt or recovery (or, if a purchase of euro on that date had not been possible, on the first date on which it would have been possible). These indemnities, to the extent permitted by law:

(a) constitute a separate and independent obligation from the Issuer's and the Guarantors' other obligations;

(b) give rise to a separate and independent cause of action;

(c) apply irrespective of any waiver granted by any Holder of a Note; and

(d) will continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note or any other judgment or order.

Notices

For so long as any Notes are represented by Global Notes, all notices to Holders will be delivered by or on behalf of the Issuer in accordance with the rules and procedures of Euroclear or Clearstream, as applicable.

Each such notice shall be deemed to have been given on the date of publication or, if published more than once on different dates, on the first date on which publication is made. Any notice or communication mailed to a Holder shall be mailed to such Person by first-class mail or other equivalent means and shall be sufficiently given to such Holder if so mailed within the time prescribed. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it. Notices given by mail will be deemed given five calendar days after mailing.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator or stockholder of the Issuer or any Guarantor, as such, will have any liability for any obligations of the Issuer or any Guarantor under the Notes, the Indenture, any Guarantee or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note will waive and release all such liability. The waiver and release will be part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under U. S. federal securities laws.

Prescription

Claims against the Issuer or the Guarantors for the payment of principal or premiums, if any, on the Notes will be prescribed ten years after the applicable due date for payment thereof. Claims against the Issuer or the Guarantors for the payment of interest on the Notes will be prescribed five years after the applicable due date for payment of interest.

The Trustee

U.S. Bank Trustees Limited is to be appointed as Trustee under the Indenture. The Indenture will provide that, except during the continuance of an Event of Default of which written notice from the Issuer is given to a responsible officer of the Trustee in accordance with the notice provisions of the Indenture, the Trustee will perform only such duties as are set forth specifically in the Indenture. During the existence of an Event of Default, of which written notice from the Issuer is given to a responsible officer of Trustee in accordance with the notice provisions of the Indenture, the Trustee will exercise such of the rights and powers vested in it under the Indenture and use the same degree of care that a prudent Person would use in conducting its own affairs. The permissive rights of the Trustee to take or refrain from taking any action enumerated in the Indenture will not be construed as an obligation or duty. The Trustee, the Paying Agent, the Registrar and the Transfer Agent will be permitted to engage in other transactions with the Issuer and its Affiliates and Subsidiaries.

The Indenture will contain provisions for the indemnification or security of the Trustee for any loss, liability, certain taxes and expenses incurred without gross negligence, willful misconduct or fraud on its part, arising out of or in connection with the acceptance or administration of the Indenture.

The Indenture contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured (including by way of prefunding) to its satisfaction.

Governing Law

The Indenture, the Notes and the Guarantees will be governed by and construed in accordance with the laws of the State of New York.

Certain Definitions

"**Acquired Debt**" means Debt of a Person:

(a) existing at the time such Person becomes a Restricted Subsidiary or is merged into or consolidated with the Issuer or any Restricted Subsidiary; or

(b) assumed in connection with the acquisition of assets from any such Person,

provided that, in each case, such Debt was not Incurred in connection with, or in contemplation of, such Person becoming a Restricted Subsidiary or such acquisition, as the case may be.

Acquired Debt shall be deemed to be Incurred on the date the acquired Person becomes a Restricted Subsidiary (or is merged into or consolidated with the Issuer or any Restricted Subsidiary, as the case may be) or the date of the related acquisition of assets from any Person.

"**Affiliate**" means, with respect to any specified Person any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person.

For the purposes of this definition, "control," when used with respect to any specified Person, means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling," "controlled" have meanings correlative to the foregoing.

"**Agent**" means the Paying Agent, the Registrar and the Transfer Agent.

"**Agreed Guarantee Principles**" means the agreed guarantee principles, as in effect on the Issue Date (and included as an exhibit to the Indenture), as applied *mutatis mutandis* with respect to the Notes in good faith by the Issuer.

"**Applicable Redemption Premium**" means, with respect to any Note on any redemption date, the greater of:

(a) 1.0% of the principal amount of the Note; and

(b) the excess of:

(i) the present value at such redemption date of: (x) the redemption price of such Note at March 15, 2027 (such redemption price being set forth in the table appearing below the caption "*Optional Redemption—Optional Redemption on or after March 15, 2027*") plus (y) all required interest payments that would otherwise be due to be paid on such Note during the period between the redemption date and March 15, 2027 (excluding accrued but unpaid interest), computed using a discount rate equal to the Bund Rate at such redemption date plus 50 basis points; over

(ii) the outstanding principal amount of the Note.

For the avoidance of doubt, calculation of the Applicable Redemption Premium shall be made by or on behalf of the Issuer and shall not be a duty or obligation of the Trustee or any Agent.

"**Asset Sale**" means any sale, issuance, conveyance, transfer, lease (other than operating leases) or other disposition (including, without limitation, by way of merger, consolidation, amalgamation or other combination or sale and leaseback transaction) (collectively, a "**transfer**"), directly or indirectly, in one or a series of related transactions, of:

(a) any Capital Stock of any Subsidiary (other than directors' qualifying shares or shares required by applicable law to be held by a Person other than the Issuer or a Subsidiary); or

(b) any of the Issuer's or any Restricted Subsidiary's properties or assets.

Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

(i) any single transaction or series of related transactions that involves assets or Capital Stock having a Fair Market Value of less than the greater of €20.0 million and 0.5% of Total Assets;

(ii) any transfer or disposition of assets (including Capital Stock of any Subsidiary) by the Issuer to any Restricted Subsidiary, or by any Restricted Subsidiary to the Issuer or any Restricted Subsidiary;

(iii) any transfer or disposition of obsolete, damaged, surplus, worn out or permanently retired equipment or facilities or other assets that are no longer useful in the conduct of the Issuer's and any Restricted Subsidiary's business;

(iv) sales, discounts or dispositions of receivables (a) on commercially reasonable terms in the ordinary course of business, (b) in any factoring or supply chain financing transaction or similar transaction in the ordinary course of business or (c) in connection with any Qualified Receivables Financing or Permitted Recourse Receivables Financing;

(v) any transfer or disposition of assets that is governed by the provisions of the Indenture described under *"—Certain Covenants—Merger, Consolidation or Sale of Assets" or "—Certain Covenants—Change of Control;*"

(vi) any "fee in lieu" or other disposition of assets to any governmental authority or agency that continue in use by the Issuer or any Restricted Subsidiary, so long as the Issuer or any Restricted Subsidiary may obtain title to such assets upon reasonable notice by paying a nominal fee;

(vii) transfers of Capital Stock in a Restricted Subsidiary to a Person making contributions to such Restricted Subsidiary to fund its capital expenditure, to the extent the Issuer determines in good faith appropriate to reflect the level of such contribution compared to the contribution, if any, made by the Issuer or any Restricted Subsidiary;

(viii) the sale, lease, sublease, assignment or other disposition of any real or personal property or any equipment, inventory, trading stock or other assets in the ordinary course of business, including, without limitation, pursuant to agreements entered into in the ordinary course of business;

(ix) (a) an issuance or transfer of Capital Stock by a Restricted Subsidiary (i) to the Issuer or to another Restricted Subsidiary or (ii) as part of, or pursuant to, an equity incentive or compensation plan approved by the Board of Directors of the Issuer or (b) the issuance of directors' qualifying shares and shares issued to individuals as required by applicable law;

(x) any issuance, sale or disposition of Capital Stock, Debt or other securities of an Unrestricted Subsidiary;

(xi) any making of a Restricted Payment that does not violate the covenant described above under "—Certain Covenants—Limitation on Restricted Payments" and the making of any Permitted Investment, or, solely for purposes of paragraphs (1)(b) and (2) under "—Certain Covenants—Limitation on Asset Sales," asset sales, in respect of which (but only to the extent that) the proceeds are used to make such Restricted Payments or Permitted Investments;

(xii) any transfer, termination, unwinding or other disposition of Hedging Agreements in the ordinary course of business and not for speculative purposes;

(xiii) sales of assets received by the Issuer or any Restricted Subsidiary upon the foreclosure on a Lien granted in favor of the Issuer or any Restricted Subsidiary or any other transfer of title with respect to any secured investment in default;

(xiv) any disposition in connection with a Permitted Lien;

(xv) the licensing, sub-licensing, lease, sublease, conveyance or assignment of intellectual property or other general intangibles and licenses, sub-licenses, leases, subleases, conveyances or assignments of other property, in each case, in the ordinary course of business or consistent with past practice;

(xvi) the abandonment or disposition of patents, trademarks or other intellectual property that are, in the good faith opinion of the Issuer, no longer economically practicable to maintain or useful in the conduct of the business of the Issuer and its Subsidiaries taken as a whole;

(xvii) any disposition arising from foreclosure, condemnation or any similar action with respect to any property or other assets;

(xviii) the surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind;

(xix) any disposition with respect to property, whether tangible or intangible, built by or on behalf of, or owned or otherwise acquired by, the Issuer or any Restricted Subsidiary

(a) pursuant to a customary sale and leaseback transaction, asset securitizations and other similar financings permitted by the Indenture or (b) on behalf of, or for the benefit of, a customer, or with the intention to transfer such property to a customer, in connection with a transaction or series of transactions under which the Issuer or any Restricted Subsidiary earns a fee for, or derives a benefit from, participating in such transaction or series of transactions;

(xx) a disposition of cash or Cash Equivalents;

(xxi) sales, transfers or other disposition of Investments in joint ventures to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding agreements; provided that any cash or Cash Equivalents received in such sale, transfer or disposition is applied in accordance with the "—Certain Covenants—Limitation on Asset Sales" covenant;

(xxii) any sale or other disposition made pursuant to, or as a result of, a final judgment or court order related to a liquidation or unpaid claim;

(xxiii) any disposition in connection with a Tax Sharing Agreement;

(xxiv) discount or disposition of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(xxv) any disposition of assets to any governmental authority or agency pursuant to state asset acquisition laws, regulations or rules;

(xxvi) any disposition of assets to a Person who is providing services related to such assets, the provision of which have been or are to be outsourced by the Issuer or any Restricted Subsidiary to such Person; provided, however, that the Issuer shall certify that in its opinion, that the transaction will be economically beneficial to the Issuer and its Restricted Subsidiaries; or

(xxvii) any issuance, transfer or other disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than the Issuer or a Restricted Subsidiary) from whom a Restricted Subsidiary was acquired, or from whom a Restricted Subsidiary acquired its business and assets, made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition.

"**Bank Products**" means any facilities or services related to treasury and/or Cash Management Services, cash pooling, treasury, payment lines, processing, returned check concentration, electronic funds transfer, daylight exposures, open credits, contingent obligation lines, letters of credit, clearing of and the collection of cheques, deposits and direct debits, account reconciliation and reporting, cash, or other cash management and cash pooling arrangements.

"**Board of Directors**" means:

(a) with respect to any corporation, the board of directors or managers of the corporation (which, in the case of any corporation having both a supervisory board and an executive or management board, shall be the executive or management board) or any duly authorized committee thereof;

(b) with respect to any partnership, the board of directors of the general partner of the partnership or any duly authorized committee thereof;

(c) with respect to a limited liability company, the managing member or members (or analogous governing body) or any controlling committee of managing members thereof; and

(d) with respect to any other Person, the board or any duly authorized committee thereof or committee of such Person serving a similar function.

"**Bund Rate**" as selected by the Issuer, means the yield to maturity at the time of computation of direct obligations of the Federal Republic of Germany (*Bunds* or *Bundesanleihen*) with a constant maturity as officially compiled and published in the most recent financial statistics that have become publicly available at least two Business Days (but not more than five Business Days) prior to the repayment date (or, if such financial statistics are not so published or available, any publicly available source of similar market data selected in good faith by the Issuer) most nearly equal to the period from the repayment date to March 15, 2027; *provided*, *however*, that if the period from the repayment date to March 15, 2027 is not equal to the constant maturity of a direct obligation of the Federal Republic of Germany for which a weekly average yield is given, the Bund Rate shall be obtained by linear interpolation (calculated to the nearest one twelfth of a year) from the weekly average yields of direct obligations of the Federal Republic of Germany for which such yields are given, except that if the period from such repayment date to March 15, 2027 is less than one year, the weekly average yield on actually traded direct obligations of the Federal Republic of Germany adjusted to a constant maturity of one year shall be used and *provided* that "Bund Rate" shall be at least 0.00%.

"**Business Day**" means a day other than a Saturday, Sunday or other day on which banking institutions in Paris, France, London, the United Kingdom, New York, the United States or a place of payment under the Indenture are authorized or required by law to close and other than a day which is not a TARGET Settlement Day.

"**Capital Stock**" means, with respect to any Person, any and all shares, interests, partnership interests (whether general or limited), participations, rights in or other equivalents (however designated) of such Person's equity, any other interest or participation that confers the right to receive a share of the profits and losses, or distributions of assets of, such Person and any rights (other than debt securities convertible into or exchangeable for Capital Stock), warrants or options exchangeable for, or convertible into, such Capital Stock, whether now outstanding or issued after the Issue Date.

"**Capitalized Lease Obligation**" means, with respect to any Person, any obligation of such Person under a lease of (or other agreement conveying the right to use) any property (whether real, personal or mixed), which obligation is required to be capitalized and reflected as a liability on a balance sheet (excluding footnotes thereto) prepared under IFRS and the Stated Maturity thereof will be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty.

"**Cash Equivalents**" means any of the following:

(a) direct obligations (or certificates representing an interest in such obligations) issued by, or unconditionally guaranteed by, the European Commission, the government of a member state of the European Union, the United States of America, Switzerland, Norway or Canada (including, in each case, any agency or instrumentality thereof), as the case may be, the payment of which is backed by the full faith and credit of the relevant member state of the European Union or the United States of America, Switzerland, Norway or Canada, as the case may be, and which are not callable or redeemable at the Issuer's or any Restricted Subsidiary's option;

(b) overnight bank deposits, time deposit accounts, certificates of deposit, banker's acceptances and money market deposits (and similar instruments) with maturities of twelve months or less from the date of acquisition issued by a bank or trust company which is organized under, or authorized to operate as a bank or trust company under, the laws of a member state of the European Union or of the United States of America or any state thereof, Switzerland, Norway or Canada; provided that such bank or trust company has capital, surplus and undivided profits aggregating in excess of €250.0 million (or the foreign currency equivalent thereof as of the date of such investment) and whose long-term debt is rated "Baa3" or higher by Moody's or "BBB-" or higher by S&P or the equivalent rating category of another internationally recognized rating agency;

(c) commercial paper having one of the two highest ratings obtainable from Moody's or S&P and, in each case, maturing within one year after the date of acquisition;

(d) repurchase obligations with a term of not more than thirty days for underlying securities of the type described in clause (a) or (b) above, entered into with any financial institution meeting the qualifications described in clause (b) above;

(e) interests in any investment company or money market fund at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (a) through (d) above; and

(f) instruments equivalent to those referred to in paragraphs (a) to (e) (inclusive) above denominated in euro, U.S. dollars or sterling or any other currency comparable in credit quality and tenor to those referred to above and customarily used by corporations for cash management purposes in any jurisdiction to the extent reasonable required in connection with (i) any business conducted by any Restricted Subsidiary of the Issuer incorporated in such jurisdiction or (ii) any investment in the jurisdiction where such investment is made.

"**Cash Management Services**" means any of the following: automated clearing house transactions, treasury, depository, credit or debit card, purchasing card, stored value card, electronic fund transfer services, daylight or overnight draft facilities and/or cash management services, including controlled disbursement services, overdraft facilities, foreign exchange facilities, deposit and other accounts and merchant services or other cash management arrangements.

"**Change of Control**" means the occurrence of any of the following events:

(a) the Issuer becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) any "person" or "group" of related persons (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act as in effect on the Issue Date), other than one or more Principal or a Related Party of a Principal, being or becoming the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Issue Date), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Issuer; provided that for the purposes of this clause, no Change of Control shall be deemed to occur by reason of the Issuer becoming a Subsidiary of a Successor Parent; or

(b) the sale (other than by way of merger, consolidation or other business combination transaction), in one or a series of related transactions, of all or substantially all the assets of the Issuer and its Subsidiaries, taken as a whole, to another Person other than a Restricted Subsidiary or one or more Principal or a Related Party of a Principal.

"**Clearing System Business Day**" means Monday to Friday, inclusive, except December 25 and January 1.

"**Clearstream**" means Clearstream Banking S.A. and its successors.

"**Commission**" means the Securities and Exchange Commission.

"**Commodities Agreement**" means any agreement or arrangement designed to protect the relevant Person against fluctuations in commodities prices.

"**Consolidated EBITDA**" means, for any period, Consolidated Net Income for such period plus the following to the extent deducted in calculating such Consolidated Net Income, without duplication:

(a) provision for taxes based on income, profits or capital of the Issuer and its Restricted Subsidiaries for such period, and any charge for such taxes Incurred and any charge for or in respect of any surrender of group relief by the Issuer or a Restricted Subsidiary pursuant to a Tax Sharing Agreement; *plus*

(b) the Consolidated Fixed Charges of the Issuer and its Restricted Subsidiaries for such period; *plus*

(c) depreciation, amortization (including, without limitation, amortization of intangibles and deferred financing fees), goodwill and other non-cash charges and expenses (including, without limitation, write-downs and impairment of property, plant, equipment and intangibles and other long-lived assets and the impact of purchase accounting on the Issuer and its Restricted Subsidiaries for such period) of the Issuer and its Restricted Subsidiaries (excluding any such non-cash charge or expense to the extent that it represents an accrual of or reserve for cash charges or expenses in any future period or amortization of a prepaid cash charge or expense that was paid in a prior period) for such period; *plus*

(d) any expenses, charges or other costs related to the issuance, offer or sale of any Capital Stock, or any Permitted Investment, acquisition (including amounts paid in connection with the acquisition or retention of one or more individuals comprising part of a management team retained to manage the acquired business provided that such payments are made at the time of such acquisition and are consistent with the customary practice in the industry at the time of such acquisition), joint venture, disposition, recapitalization or listing or the Incurrence of Debt or the refinancing of any other Debt of such Person or any of its Restricted Subsidiaries, in each case, whether or not successful; *plus*

(e) the amount of any minority interest expense consisting of subsidiary income attributable to minority equity interests of third parties in any Restricted Subsidiary in such period or any prior period, except to the extent of dividends declared or paid on, or other cash payments in respect of, Capital Stock held by such parties; *plus*

(f) the proceeds of any business interruption insurance received or that become receivable during such period to the extent the associated losses arising out of the event that resulted in the payment of such business interruption insurance proceeds, or such amount becoming payable, were included in computing Consolidated Net Income; *plus*

(g) payments received or that become receivable with respect to, expenses that are covered by the indemnification provisions in any agreement entered into by the Issuer or any Restricted Subsidiary to the extent such expenses were included in computing Consolidated Net Income; *plus*

(h) any income, charge or other expense attributable to post-employment benefit, pension, fund or similar obligation other than the current service costs and any past service costs and curtailments and settlements attributable to the scheme; *plus*

(i) any Receivables Fees and discounts on the sale of accounts receivable in connection with any Qualified Receivables Financing or Permitted Recourse Receivables Financing or any other receivables financing representing, in the Issuer's reasonable determination, the implied interest component of such discount for such period; *plus*

(j) any unrealized foreign currency translation or transaction losses of the Issuer and its Restricted Subsidiaries (including losses related to currency remeasurements of Debt); *minus*

(k) non-cash items reducing such Consolidated Net Income for such period, other than the reversal of a reserve for cash charges in a future period in the ordinary course of business.

For the purposes of determining "Consolidated EBITDA", *pro forma* effect shall be given to Consolidated EBITDA on the same basis as for calculating the Consolidated Net Leverage Ratio for the Issuer and its Restricted Subsidiaries.

"**Consolidated Fixed Charges**" means, for any period, without duplication and in each case determined in accordance with IFRS, the sum of:

(a) consolidated interest expense of the Issuer and its Restricted Subsidiaries to the extent deducted in calculating Consolidated Net Income for such period, plus, to the extent not otherwise included in consolidated interest expense:

(i) amortization of original issue discount (but not including deferred financing fees, debt issuance costs and premium, commissions, fees and expenses owed or paid with respect to financings);

(ii) the net payments made or received pursuant to Hedging Agreements (including amortization of fees and discounts);

(iii) commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing and similar transactions; and

(iv) the interest portion of any deferred payment obligation and amortization of debt issuance costs; *plus*

(b) the interest component of the Issuer's and the Restricted Subsidiaries' Capitalized Lease Obligations accrued and/or scheduled to be paid or accrued during such period other than the interest component of Capitalized Lease Obligations between or among the Issuer and any Restricted Subsidiary or between or among Restricted Subsidiaries; *plus*

(c) the Issuer's and the Restricted Subsidiaries non-cash interest expenses and interest that was capitalized during such period; *plus*

(d) the interest expense on Debt of another Person to the extent such Debt is guaranteed by the Issuer or any Restricted Subsidiary or secured by a Lien on the Issuer's or any Restricted Subsidiary's assets, but only to the extent that such interest is actually paid by the Issuer or such Restricted Subsidiary; *plus*

(e) cash and non-cash dividends due (whether or not declared) on the Issuer's Redeemable Capital Stock and any Restricted Subsidiary's Preferred Stock (to any Person other than the Issuer or any Restricted Subsidiary), in each case for such period,

to the extent included above, minus (i) accretion or accrual of discounted liabilities other than Debt; (ii) any expense resulting from the discounting of any Debt in connection with the application of purchase accounting in connection with any acquisition; (iii) any discounts, commissions, fees, interest, expenses and other charges associated with Qualified Receivables Financing; (iv) interest with respect to Debt of any Holding Company of any Person appearing upon the balance sheet of such Person solely by reason of push-down accounting under IFRS; (v) any Additional Amounts with respect to the Notes or other similar tax gross-up on any Debt (including, without limitation, under any Credit Facility), which is included in interest expenses under IFRS; (vi) any capitalized, accrued or accreting or pay-in-kind interest or principal on Subordinated Shareholder Debt; and (vii) any interest income of the Issuer and the Restricted Subsidiaries.

"**Consolidated Net Debt**" means, as of any date of determination, the sum of the total amount of Debt of the Issuer and the Restricted Subsidiaries, less cash and Cash Equivalents, in each case that would be stated on the balance sheet of the Issuer and the Restricted Subsidiaries on a consolidated basis on such date. In respect of any applicable period, the exchange rate used to calculate Consolidated Net Debt will be the weighted average exchange rate for the period of the Issuer's most recent two consecutive semi-annual periods for which internal consolidated financial statement are available prior to the date of determination; *provided* that, where applicable, any amount of Debt will be stated so as to take into account the hedging effect of any currency hedging entered into in respect of or by reference to that Debt.

"**Consolidated Net Income**" means, for any period, the Issuer's and the Restricted Subsidiaries' consolidated net income (or loss) for such period as determined in accordance with IFRS, adjusted by excluding (to the extent included in such consolidated net income or loss), without duplication:

(a) the portion of net income (and the loss unless and to the extent funded in cash by the Issuer or a Restricted Subsidiary) of any Person (other than the Issuer or a Restricted Subsidiary), including Unrestricted Subsidiaries, in which the Issuer or any Restricted Subsidiary has an equity ownership interest, except that the Issuer's or a Restricted Subsidiary's equity in the net income of such Person for such period shall be included in such Consolidated Net Income to the extent of the aggregate amount of dividends or other distributions actually paid to the Issuer or any Restricted Subsidiary in cash dividends or other distributions during such period;

(b) solely for the purpose of determining the amount available for Restricted Payments under paragraph (2)(c)(i) of the covenant described under "—Certain Covenants—Limitation on Restricted Payments," the net income (but not the loss) of any Restricted Subsidiary to the extent that the declaration or payment of dividends or similar distributions by such Restricted Subsidiary is not at the date of determination permitted, directly or indirectly, by operation of the terms of its articles of incorporation, charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to such Restricted Subsidiary or its shareholders (other than (i) restrictions that have been waived or otherwise released, (ii) restrictions pursuant to the Indenture, (iii) contractual restrictions in effect on the Issue Date with respect to a Restricted Subsidiary, and other restrictions with respect to such Restricted Subsidiary that, taken as a whole, are not materially less favorable to the Holders than such restrictions in effect on the Issue Date, and (iv) restrictions specified in the covenant described under *"—Certain Covenants—Limitation on Dividends and Other Payment Restrictions Affecting Restricted Subsidiaries*") except that the Issuer's equity in the net income of any such Restricted Subsidiary for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed or that could have been distributed by such Restricted Subsidiary during such period to the Issuer or another Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend to another Restricted Subsidiary, to the limitation contained in this clause);

(c) net after-tax gains attributable to the termination of any employee pension benefit plan;

(d) any restoration to net income of any contingency reserve, except to the extent provision for such reserve was made out of income accrued at any time following the Issue Date;

(e) (i) any net gain or loss arising from the acquisition of any securities or extinguishment, under IFRS, of any Debt of such Person and (ii) all deferred financing costs written off and premium paid in connection with any early extinguishment of Debt and any net gain or loss from any write-off or forgiveness of Debt;

(f) the net income attributable to discontinued operations (including, without limitation, operations disposed of during such period whether or not such operations were classified as discontinued);

(g) the cumulative effect of a change in accounting principles;

(h) the net gain (or loss) realized upon the sale or other disposition of any asset or disposed operations of the Issuer or any Restricted Subsidiary (including pursuant to a sale and leaseback transaction) which is not sold or otherwise disposed of in the ordinary course of business (as determined in good faith by an Officer or the Board of Directors of the Issuer);

(i) any pre-tax special, extraordinary, one-off, irregular, exceptional, unusual or non-recurring gain, loss, expense or charge (including one-off investment in plant, property and equipment), or any charges in respect of any restructuring, redundancy, relocation, refinancing, integration or severance or other post-employment arrangements, signing, retention or completion bonuses, transaction costs (including costs related to the refinancing or any investments), acquisition costs, business optimization, system establishment, software or information technology implementation or development costs, costs related to governmental investigations and curtailments or modifications to pension or post-retirement benefits schemes, litigation or any asset impairment charges or the financial impacts of natural disasters (including fire, flood and storm and related events);

(j) any non-cash compensation charge or expense arising from any grant of stock, stock options or other equity based awards, any non-cash charges or reserves in respect of any restructuring, redundancy, integration or severance, and any non-cash deemed finance charges in respect of any pension liabilities or other provisions;

(k) any unrealized gains or losses in respect of Hedging Agreements or other derivative instruments or forward contracts or any ineffectiveness recognized in earnings related to a qualifying hedge transaction or the fair value or changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of Hedging Agreements;

(l) any unrealized foreign currency transaction gains or losses in respect of Debt or other obligations of the Issuer or any Restricted Subsidiary denominated in a currency other than the functional currency of such Person and any unrealized foreign exchange gains or losses resulting from re-measuring assets and liabilities denominated in foreign currencies;

(m) any unrealized foreign currency translation or transaction gains or losses in respect of Debt or other obligations of the Issuer or any Restricted Subsidiary owing to the Issuer or any Restricted Subsidiary;

(n) any goodwill or other intangible asset impairment charge or write-off or write-down; and

(o) the impact of capitalized, accrued or accreting or pay-in-kind interest or principal on Subordinated Shareholder Debt.

"**Consolidated Net Leverage Ratio**" means, as at any date of determination, the ratio of: (1) the *pro forma* Consolidated Net Debt on such date, to (2) the *pro forma* Consolidated EBITDA for the period of the Issuer's most recent two consecutive semi-annual periods for which internal consolidated financial statements are available prior to the date of determination; *provided* that:

(a) if the Issuer or any Restricted Subsidiary has Incurred any Debt since the beginning of such period that remains outstanding or if the transaction giving rise to the need to calculate the Consolidated Net Leverage Ratio is an Incurrence of Debt or both, Consolidated EBITDA and Consolidated Net Debt for such period shall be calculated, without duplication, after giving effect on a pro forma basis to such Debt as if such Debt had been Incurred on the first day of such period;

(b) if the Issuer or any Restricted Subsidiary has repaid, repurchased, redeemed, defeased or otherwise acquired, retired or discharged any Debt (each, a "**Discharge**") since the beginning of such period that is no longer outstanding or if the transaction giving rise to the need to calculate the Consolidated Net Leverage Ratio is a Discharge of Debt or both, Consolidated EBITDA and Consolidated Net Debt for such period shall be calculated, without duplication, after giving effect on a pro forma basis to such Discharge as if such Discharge had occurred on the first day of such period;

(c) if, since the beginning of such period, the Issuer or any Restricted Subsidiary shall have made any Asset Sale, Consolidated EBITDA for such period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) directly attributable to the assets which are the subject of such Asset Sale for such period, or increased by an amount equal to the Consolidated EBITDA (if negative) directly attributable thereto, for such period and the Consolidated Net Debt for such period shall be reduced by an amount equal to the Consolidated Net Debt directly attributable to any Debt of the Issuer or of any Restricted Subsidiary repaid, repurchased, defeased or otherwise discharged with respect to the Issuer and the continuing Restricted Subsidiaries in connection with such Asset Sale for such period (or, if the Capital Stock of any Restricted Subsidiary is sold, the Consolidated Net Debt for such period directly attributable to the Debt of such Restricted Subsidiary to the extent the Issuer and the continuing Restricted Subsidiaries are no longer liable for such Debt after such sale);

(d) if, since the beginning of such period, the Issuer or any Restricted Subsidiary (by merger, consolidation, amalgamation or other combination or otherwise) shall have made an Investment in any Restricted Subsidiary (or any Person which becomes a Restricted Subsidiary) or an acquisition of assets, including any acquisition of an asset occurring in connection with a transaction causing a calculation to be made hereunder, which constitutes all or substantially all of an operating unit of a business, Consolidated EBITDA and Consolidated Net Debt for such period shall be calculated after giving pro forma effect thereto as if such Investment or acquisition occurred on the first day of such period; and

(e) if, since the beginning of such period, any Person (that subsequently became a Restricted Subsidiary or was merged with or into the Issuer or any Restricted Subsidiary since the beginning of such period) shall have made any Asset Sale or any Investment or acquisition of assets that would have required an adjustment pursuant to clause (c) or (d) if made by the Issuer or a Restricted Subsidiary during such period, Consolidated EBITDA and Consolidated Net Debt for such period shall be calculated after giving pro forma effect thereto as if such Asset Sale or Investment or acquisition occurred on the first day of such period.

If any Debt bears a floating rate of interest and is being given *pro forma* effect, the interest expense on such Debt shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Interest Rate Agreement applicable to such Debt for a period equal to the remaining term of such Interest Rate Agreement).

For purposes of this definition, without double counting, (1) *pro forma* effect may be given to any transaction referred to in clauses (a) through (e) above, or the amount of income or earnings relating thereto, and the *pro forma* calculations in respect thereof (including, without limitation, in respect of anticipated cost savings or synergies relating to any such transaction projected to be realized within 18 months from the consummation of such transaction (calculated on a *pro forma* basis as though such cost savings or synergies had been realized on the first day of the relevant period) net of the amounts of any actual benefits realized during the relevant period from such actions) shall be as determined in good faith by the Chief Financial Officer of the Issuer or an authorized responsible financial or accounting Officer of the Issuer and (2) when determining *pro forma* Consolidated

EBITDA of the Issuer and the Restricted Subsidiaries, the Issuer may adjust Consolidated EBITDA to add an amount equal to the cost savings or synergies projected to be realized as the result of actions taken or to be taken on or prior to the date that is 18 months after the consummation of any operational change (calculated on a *pro forma* basis as though such cost savings or synergies had been realized on the first day of the relevant period), net of the amount of any actual benefits realized during the relevant period from such actions, as determined in good faith by the Chief Financial Officer of the Issuer or an authorized responsible financial or accounting Officer of the Issuer.

"**Contribution Amounts**" means the aggregate amount of capital contributions applied by the Issuer to permit the Incurrence of Contribution Debt pursuant to clause (2)(w) of the covenant described under the caption "—*Certain Covenants—Limitation on Debt*."

"**Contribution Debt**" means Debt of the Issuer or any Guarantor in an aggregate principal amount not greater than 100% of the aggregate amount of net cash contributions (other than the proceeds from the issuance of Redeemable Capital Stock or Preferred Stock or contributions by the Issuer or any Restricted Subsidiary) made to the equity capital of the Issuer or such Guarantor (in each case, other than by a Subsidiary of the Issuer) (whether through the issuance or sale of Capital Stock (other than Redeemable Capital Stock or Preferred Stock) or Subordinated Shareholder Debt or otherwise contributed to equity (other than through Redeemable Capital Stock or Preferred Stock)) in each case after the Issue Date; *provided* that such Contribution Debt:

(a) is Incurred within 180 days after the making of the related cash capital contribution; and

(b) is so designated as "Contribution Debt" pursuant to an Officer's Certificate no later than the date of Incurrence thereof.

"**Credit Facility**" or "**Credit Facilities**" means, one or more debt facilities or indentures, as the case may be, or commercial paper facilities, arrangements, instruments, note purchase agreements or commercial paper facilities and overdraft facilities, in each case, with banks, insurance companies or other institutional lenders or investors providing for revolving credit loans, term loans, bankers acceptances, receivables or inventory financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables), notes, letters of credit or other Debt, in each case, as amended, supplemented, restated, modified, renewed, refunded, replaced, refinanced, repaid, increased or extended in whole or in part from time to time (each, for purposes of paragraph (2)(a) of "—*Certain Covenants*—*Limitation on Debt*," a "refinancing") (and whether in whole or in part and whether or not with the original administrative agent and lenders or another administrative agent or agents or other banks, institutions or investors and whether provided under one or more other credit or other agreements, indentures, note purchase agreements, financing agreements or otherwise) and in each case including all agreements, instruments and documents executed and delivered pursuant to or in connection with the foregoing (including any notes and letters of credit issued pursuant thereto and any Guarantee and collateral agreement, patent and trademark security agreement, mortgages or letter of credit applications and other guarantees, pledges, charges, agreements, security agreements and collateral documents). Without limiting the generality of the foregoing, the term "Credit Facility" shall include any agreement or instrument (a) changing the maturity of any Debt Incurred thereunder or contemplated thereby, (b) adding Subsidiaries of the Issuer as additional borrowers or guarantors thereunder, (c) increasing the amount of Debt Incurred thereunder or available to be borrowed thereunder or (d) otherwise altering the terms and conditions thereof.

"**Currency Agreements**" means, in respect of a Person, any spot or forward foreign exchange agreements and currency swap, currency option or other similar financial agreements or arrangements designed to protect such Person against or manage exposure to fluctuations in foreign currency exchange rates.

"**Debt**" means, with respect to any Person on any date of determination, without duplication:

(a) the principal of indebtedness of such Person for borrowed money (including overdrafts) or for the deferred purchase price of property or services, excluding any trade payables and other accrued current liabilities Incurred in the ordinary course of business;

(b) the principal of obligations of such Person evidenced by bonds, notes, debentures or other similar instruments;

(c) all reimbursement obligations of such Person in connection with any letters of credit, bankers' acceptances or other similar facilities (the amount of such obligation being equal at any time to the aggregate amount of drawings thereunder that have not then been reimbursed);

(d) all debt of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even if the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), which is due more than one year after its Incurrence but excluding trade payables arising in the ordinary course of business;

(e) all Capitalized Lease Obligations of such Person;

(f) all obligations of such Person under or in respect of Hedging Agreements (the amount of any such obligation to be equal at any time to the termination value of such agreement or arrangement giving rise to such obligation that would be payable by such Person at such time);

(g) all Debt referred to in (but not excluded from) the preceding clauses (a) through (f) of other Persons and all dividends of other Persons, the payment of which is secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien upon or with respect to property (including, without limitation, accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Debt (the amount of such obligation being deemed to be the lesser of the Fair Market Value of such property or asset and the amount of the obligation so secured);

(h) all guarantees by such Person of Debt referred to in this definition of any other Person;

(i) all Redeemable Capital Stock of such Person valued at the greater of its voluntary maximum fixed repurchase price and involuntary maximum fixed repurchase price; and

(j) Preferred Stock of any Restricted Subsidiary,

in each case to the extent it appears as a liability on the balance sheet in accordance with IFRS; *provided* that the term "Debt" shall not include: (i) non-interest bearing instalment obligations and accrued liabilities Incurred in the ordinary course of business that are (a) not more than 180 days past due or (b) more than 180 days past due but with the consent of the payee or as the result of a *bona fide* ongoing negotiation over such liabilities; (ii) any pension obligations of the Issuer or a Restricted Subsidiary; (iii) Debt Incurred by the Issuer or one of the Restricted Subsidiaries in connection with a transaction where (a) such Debt is borrowed from a bank or trust company organized under, or authorized to operate as a bank or trust company under, the laws of a member state of the European Union or of the United States of America or any state thereof, Switzerland, Norway or Canada or any commercial banking institution that is a member of the U. S. Federal Reserve System, in each case having a combined capital and surplus and undivided profits of not less than €250.0 million, whose long-term, unsecured, unsubordinated and unguaranteed debt has a rating immediately prior to the time such transaction is entered into, of "BBB-" or higher by S&P, "Baa3" or higher by Moody's or the equivalent rating category of another internationally recognized rating agency and (b) a substantially concurrent Investment is made by the Issuer or a Restricted Subsidiary in the form of cash deposited with the lender of such Debt, or a Subsidiary or affiliate thereof, in amount equal to such Debt; (iv) obligations under a Tax Sharing Agreement, up to an amount not to exceed, with respect to such obligations, the amount of such Taxes that the Issuer and its Restricted Subsidiaries would have been required to pay on a separate company basis, or on a consolidated basis if the Issuer and the Restricted Subsidiaries had paid tax on a consolidated, combined, group, affiliated or unitary basis on behalf of an affiliated group consisting only of the Issuer and its Restricted Subsidiaries; (v) any guarantee, indemnity, bond, standby letter of credit or similar instrument in respect of commercial obligations of the Issuer or any Restricted Subsidiary in the ordinary course of business to the extent such guarantees, indemnities, bonds or letters of credit are not drawn upon or, if and to the extent drawn upon are honored in accordance with their terms and if to be reimbursed, are reimbursed no later than the fifth Business Day following receipt by such Person of a demand for reimbursement following payment on the guarantee, indemnity, bond or letter of credit; (vi) Subordinated Shareholder Debt; (vii) in connection with any previous or future purchase by the Issuer of any Restricted Subsidiary of any business, any post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; *provided*, *however*, that, at the time of closing, the amount of any such payment is not definitively determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 60 days thereafter and (viii) obligations under or in respect of Qualified Receivables Financings.

For purposes of this definition, the "maximum fixed repurchase price" of any Redeemable Capital Stock that does not have a fixed redemption, repayment or repurchase price will be calculated in accordance with the terms of such Redeemable Capital Stock as if such Redeemable Capital Stock were purchased on any date on which Debt will be required to be determined pursuant to the Indenture, and if such price is based upon, or measured by, the Fair Market Value of such Redeemable Capital Stock, such Fair Market Value will be determined in good faith by the Board of Directors of the Issuer of such Redeemable Capital Stock; *provided*, that if such Redeemable Capital Stock is not then permitted to be redeemed, repaid or repurchased, the redemption, repayment or repurchase price shall be the book value of such Redeemable Capital Stock as reflected in the most recent financial statements of such Person.

"**Default**" means any event that is, or after the giving of notice or passage of time or both would be, an Event of Default.

"**Designated Non-cash Consideration**" means the Fair Market Value of non-cash consideration received by the Issuer or one of its Restricted Subsidiaries in connection with an Asset Sale that is so designated as "Designated Non-cash Consideration" pursuant to an Officer's Certificate, setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent sale of such Designated Non-cash Consideration.

"**Disinterested Member**" means, with respect to any transaction or series of related transactions, a member of the Issuer's Board of Directors who does not have any material direct or indirect financial interest in or with respect to such transaction or series of related transactions or is not an Affiliate, or an officer, director, member of a supervisory, executive or management board or employee of any Person (other than the Issuer or a Restricted Subsidiary) who has any direct or indirect financial interest in or with respect to such transaction or series of related transactions, *provided* that the ownership of Capital Stock in a Person that has a direct or indirect financial interest in or with respect to such transactions or series of related transactions will not in itself disqualify a member of the Issuer's Board of Directors from being a Disinterested Member with respect to any transaction or series of related transactions.

"**Equity Offering**" means an issuance or sale of Capital Stock (which is Qualified Capital Stock) of the Issuer, or any Holding Company of the Issuer, other than on Form S-8 (or any successor form) under the Securities Act or any similar offering in other jurisdictions; *provided* that the net proceeds of such issuance or sale are contributed to the equity capital of, or as Subordinated Shareholder Debt to, the Issuer or any of the Restricted Subsidiaries.

"**Escrowed Proceeds**" means the proceeds from the offering of any debt securities or other Debt paid into escrow accounts with an independent escrow agent on the date of the applicable offering or incurrence pursuant to escrow arrangements that permit the release of amounts on deposit in such escrow accounts upon satisfaction of certain conditions or the occurrence of certain events. The term "Escrowed Proceeds" shall include any interest earned on the amounts held in escrow.

"**euro**" or "**€**" means the euro, the official currency of the European Union member states participating in the European Monetary Union.

"**Euro Equivalent**" means, with respect to any monetary amount in a currency other than euro, at any time for the determination thereof, the amount of euro obtained by converting such foreign currency involved in such computation into euro at the spot rate for the purchase of euro with the applicable foreign currency as published under "Currency Rates" in the section of the Financial Times entitled "Currencies, Bonds & Interest Rates" on the date that is two Business Days prior to such determination.

"**Euroclear**" means Euroclear Bank SA/NV and its successors, as operator of the Euroclear System.

"**European Government Obligations**" means any security that is (1) a direct obligation of any country that is a member of the European Monetary Union on the date of the Indenture, for the payment of which the full faith and credit of such country is pledged or (2) an obligation of a person controlled or supervised by and acting as an agency or instrumentality of any such country the payment of which is unconditionally guaranteed as a full faith and credit obligation by such country, which, in either case under the preceding clause (1) or (2), is not callable or redeemable at the option of the issuer thereof.

"**European Union**" means the European Union as of December 31, 2020.

“**Exchange**” means the Luxembourg Stock Exchange and its successors and assigns.

“**Exchange Act**” means the U. S. Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated by the Commission thereunder.

“**Existing Notes**” means the €550,000,000 aggregate principal amount of 3.750% Senior Notes due 2026 issued by the Issuer on July 2, 2021.

“**Fair Market Value**” means, with respect to any asset or property, the sale value that would be obtained in an arm’s-length free market transaction between an informed and willing seller under no compulsion to sell and an informed and willing buyer under no compulsion to buy, as determined in good faith by the Issuer’s Board of Directors, Chief Executive Officer or Chief Financial Officer, in each case whose determination will be conclusive.

“**Fitch**” means Fitch Ratings Inc., or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

“**Fixed Charge Coverage Ratio**” means, as of any date of determination, the ratio of (1) *pro forma* Consolidated EBITDA to (2) *pro forma* Consolidated Fixed Charges for the Issuer’s most recent two consecutive semi-annual periods for which internal consolidated financial statements are available prior to the date of determination; *provided* that:

(a) if the Issuer or any Restricted Subsidiary has Incurred any Debt since the beginning of such period that remains outstanding or if the transaction giving rise to the need to calculate the Fixed Charge Coverage Ratio is an Incurrence of Debt or both, Consolidated EBITDA and Consolidated Fixed Charges for such period shall be calculated, without duplication, after giving effect on a pro forma basis to such Debt as if such Debt had been Incurred on the first day of such period;

(b) if the Issuer or any Restricted Subsidiary has Discharged (as defined under the definition of “Consolidated Net Leverage Ratio”) any Debt since the beginning of such period that is no longer outstanding or if the transaction giving rise to the need to calculate the Fixed Charge Coverage Ratio is a Discharge of Debt or both (in each case other than Debt Incurred under any revolving credit facility (including the New Revolving Credit Facility) unless such Debt has been permanently repaid), Consolidated EBITDA and Consolidated Fixed Charges for such period shall be calculated, without duplication, after giving effect on a pro forma basis to such Discharge as if such Discharge had occurred on the first day of such period;

(c) if, since the beginning of such period, the Issuer or any Restricted Subsidiary shall have made any Asset Sale, Consolidated EBITDA for such period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) directly attributable to the assets which are the subject of such Asset Sale for such period, or increased by an amount equal to the Consolidated EBITDA (if negative) directly attributable thereto, for such period and the Consolidated Fixed Charges for such period shall be reduced by an amount equal to the Consolidated Fixed Charges directly attributable to any Debt of the Issuer or of any Restricted Subsidiary repaid, repurchased, defeased or otherwise discharged with respect to the Issuer and the continuing Restricted Subsidiaries in connection with such Asset Sale for such period (or, if the Capital Stock of any Restricted Subsidiary is sold, the Consolidated Fixed Charges for such period directly attributable to the Debt of such Restricted Subsidiary to the extent the Issuer and the continuing Restricted Subsidiaries are no longer liable for such Debt after such sale);

(d) if, since the beginning of such period, the Issuer or any Restricted Subsidiary (by merger, consolidation, amalgamation or other combination or otherwise) shall have made an Investment in any Restricted Subsidiary (or any Person which becomes a Restricted Subsidiary) or an acquisition of assets, including any acquisition of an asset occurring in connection with a transaction causing a calculation to be made hereunder, which constitutes all or substantially all of an operating unit of a business, Consolidated EBITDA and Consolidated Fixed Charges for such period shall be calculated after giving pro forma effect thereto as if such Investment or acquisition occurred on the first day of such period; and

(e) if, since the beginning of such period, any Person (that subsequently became a Restricted Subsidiary or was merged with or into the Issuer or any Restricted Subsidiary since the beginning of such period) shall have made any Asset Sale or any Investment or acquisition of assets that would have required an adjustment pursuant to clause (c) or (d) if made by the Issuer or a Restricted Subsidiary during such period, Consolidated EBITDA and Consolidated Fixed Charges for such period shall be calculated after giving pro forma effect thereto as if such Asset Sale or Investment or acquisition occurred on the first day of such period,

provided, *however*, the *pro forma* calculation of the Fixed Charge Coverage Ratio shall not give effect to (i) any Debt Incurred on the date of determination pursuant to paragraph (2) of "*—Certain Covenants—Limitation on Debt*" (other than with respect to clause (t) of such covenant) or (ii) the discharge on the date of determination of any Debt to the extent that such discharge results from the proceeds Incurred pursuant to paragraph (2) of "*—Certain Covenants—Limitation on Debt*."

If any Debt bears a floating rate of interest and is being given *pro forma* effect, the interest expense on such Debt shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Interest Rate Agreement applicable to such Debt for a period equal to the remaining term of such Interest Rate Agreement).

For purposes of this definition, without double counting, (1) *pro forma* effect may be given to any transaction referred to in clauses (a) through (e) above, or the amount of income or earnings relating thereto, and the *pro forma* calculations in respect thereof (including, without limitation, in respect of anticipated cost savings or synergies relating to any such transaction projected to be realized within 24 months from the consummation of such transaction (calculated on a *pro forma* basis as though such cost savings or synergies had been realized on the first day of the relevant period) net of the amounts of any actual benefits realized during the relevant period from such actions) shall be as determined in good faith by the Chief Financial Officer of the Issuer or an authorized responsible financial or accounting Officer of the Issuer and (2) when determining *pro forma* Consolidated EBITDA of the Issuer and the Restricted Subsidiaries, the Issuer may adjust Consolidated EBITDA to add an amount equal to the cost savings or synergies projected to be realized as the result of actions taken or to be taken on or prior to the date that is 24 months after the consummation of any operational change (calculated on a *pro forma* basis as though such cost savings or synergies had been realized on the first day of the relevant period), net of the amount of any actual benefits realized during the relevant period from such actions, as determined in good faith by the Chief Financial Officer of the Issuer or an authorized responsible financial or accounting Officer of the Issuer.

"**Group**" means the Issuer and its Subsidiaries.

"**guarantee**" means, as applied to any obligation:

(a) a guarantee (other than by endorsement of negotiable instruments for collection or deposit in the ordinary course of business), direct or indirect, in any manner, of any part or all of such obligation; and

(b) an agreement, direct or indirect, contingent or otherwise, the practical effect of which is to assure in any way the payment or performance (or payment of damages in the event of non-performance) of all or any part of such obligation, including, without limiting the foregoing, by the pledge of assets and the payment of amounts drawn down under letters of credit.

When used as a verb, "guarantee" shall have a corresponding meaning.

"**Guarantee**" means the Guarantee of the Issuer's obligations under the Indenture and the Notes by any of its Restricted Subsidiaries or any other Person in accordance with the provisions of the Indenture. When used as a verb, "Guarantee" shall have a corresponding meaning.

"**Guarantor**" means any Restricted Subsidiary of the Issuer or any other Person that executes a Guarantee in accordance with the provisions of the Indenture and their respective successors and assigns, in each case, until the Guarantee of such Person has been released in accordance with the provisions of the Indenture.

"**Hedging Agreements**" means non-speculative Currency Agreements, Interest Rate Agreements and Commodities Agreements entered into in the ordinary course of business.

"**Holder**" means the Person in whose name a Note is recorded on the Registrar's books.

“**Holding Company**” of a Person means any other Person (other than a natural person) of which the first Person is a Subsidiary.

“**IFRS**” means International Financial Reporting Standards (formerly International Accounting Standards) as issued by the International Accounting Standard Board (and related interpretations issued by the IASB) or any variation thereof with which the Issuer or its Restricted Subsidiaries are, or may be, required to comply, as in effect on the Issue Date or, with respect to the covenant described under the caption “*Certain Covenants—Reports*,” as in effect from time to time. Except as otherwise set forth in the Indenture, all ratios and calculations based on IFRS contained in the Indenture shall be computed in accordance with IFRS as in effect on the Issue Date. At any time after the Issue Date, the Issuer may elect to implement any new measures or other changes to IFRS in effect on or prior to the date of such election; *provided that* any such election, once made, shall be irrevocable.

“**Incur**” has the meaning given to such term in paragraph (1) under the caption “*—Certain Covenants—Limitation on Debt*;” *provided* that any Debt or Capital Stock of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Subsidiary at the time it becomes a Subsidiary. Accrual of interest, the accretion of accreted value, the payment of interest in the form of additional Debt, and the payment of dividends on Capital Stock constituting Debt in the form of additional shares of the same class of Capital Stock, will not be deemed to be an Incurrence of Debt. Any Debt issued at a discount (including Debt on which interest is payable through the issuance of additional Debt) shall be deemed Incurred at the time of original issuance of the Debt at the initial accreted amount thereof.

“**Initial Purchasers**” means the institutions named in the Offering Memorandum.

“**Interest Rate Agreements**” means, in respect of a Person, any interest rate protection agreements and other types of interest rate hedging agreements (including, without limitation, interest rate swaps, caps, floors, collars and similar agreements) designed to protect such Person against or manage exposure to fluctuations in interest rates.

“**Investment Grade Status**” shall occur when all of the Notes receive two of the following:

(a) a rating of “BBB-” or higher from S&P;

(b) a rating of “Baa3” or higher from Moody’s; and/or

(c) a rating of “BBB-” or higher from Fitch,

or the equivalent of such rating by any such rating organization or, if no rating of Moody’s, Fitch or S&P then exists, the equivalent of such rating by any other Nationally Recognized Statistical Rating Organization.

“**Investments**” means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of loans (including Guarantees or other similar obligations), advances or capital contributions (excluding advances or extension of credit to officers, customers, licensees, leases, suppliers, directors or employees made in the ordinary course of business), or purchases or other acquisitions in consideration of Debt, Capital Stock or other securities, together with all items that are or would be classified as investments on a balance sheet (excluding the notes thereto) prepared in accordance with IFRS. If the Issuer or any Subsidiary of the Issuer sells or otherwise disposes of any Capital Stock of any direct or indirect Subsidiary of the Issuer such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of the Issuer, the Issuer will be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of the Issuer’s Investments in such Subsidiary that were not sold or disposed of in an amount determined as provided in the definition of Fair Market Value. The acquisition by the Issuer or any Subsidiary of the Issuer of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Issuer or such Subsidiary in such third Person in an amount equal to the Fair Market Value of the Investments held by the acquired Person in such third Person in an amount determined as provided in the final sentence of paragraph (1) of the covenant described above under the caption “*—Certain Covenants—Limitation on Restricted Payments*.” If the Issuer or any Restricted Subsidiary issues, sells or otherwise disposes of any Capital Stock of a Person that is a Restricted Subsidiary such that, after giving effect thereto, such Person is no longer a Restricted Subsidiary, any Investment by the Issuer or any Restricted Subsidiary in such Person remaining after giving effect thereto will be deemed to be a new Investment equal to the Fair Market Value of the Capital Stock of such Subsidiary not sold or disposed of in an amount determined as provided in the final sentence of paragraph (1) of the covenant described above under the caption *“—Certain Covenants—Limitation on Restricted*

Payments." The amount of any Investment outstanding at any time shall be the original cost of such Investment, reduced (at the Issuer's option) by any dividend, distribution, interest payment, return of capital, repayment or other amount or value received in respect of such Investment.

"**Issue Date**" means February 4, 2025.

"**Lien**" means any mortgage or deed of trust, charge, pledge, lien (statutory or otherwise), security interest, hypothecation, assignment for or by way of security or encumbrance upon or with respect to any property of any kind, real or personal, movable or immovable, now owned or hereafter acquired. A Person will be deemed to own subject to a Lien any property which such Person has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement.

"**Management Advances**" means loans or advances made to, or guarantees with respect to loans or advances made to, directors, officers, employees or consultants of the Issuer, any Parent or any Restricted Subsidiary:

(a) (i) in respect of travel, entertainment or moving related expenses Incurred in the ordinary course of business or (ii) for purposes of funding any such person's purchase of Capital Stock or Subordinated Shareholder Debt (or similar obligations) of the Issuer, its Subsidiaries or any Parent;

(b) in respect of moving related expenses Incurred in connection with any closing or consolidation of any facility or office; or

(c) not exceeding the greater of €10.0 million in the aggregate outstanding at any time.

"**Management Fees**" means customary annual fees for the performance of monitoring services by any Principal or Related Party of a Principal or any of their respective Affiliates for the Issuer or any Restricted Subsidiary; *provided* that such fees will not, in the aggregate, exceed the greater of €5.0 million and 0.1% of Total Assets per annum (exclusive of out-of-pocket expenses).

"**Management Investors"** means (a) members of the management team of the Issuer or any Subsidiary who invest or commit to invest, directly or indirectly, in the Issuer, a Restricted Subsidiary or a Parent through a management equity program, (b) persons who are or become members of the management team of the Issuer or the Issuer's Subsidiaries following the Issue Date and who invest, directly or indirectly, in a Parent, the Issuer or the Issuer's Subsidiaries through a management equity plan and (c) any entity that may hold shares transferred by departing members of the management team of a Parent, the Issuer or the Issuer's Subsidiaries for future redistribution to the management team of the Issuer or the Issuer's Subsidiaries. For the avoidance of doubt, the expression "management team" shall include, but not be limited to, any managers, officers and (executive and non-executive) directors of a Parent, the Issuer or the Issuer's Subsidiaries.

"**Material Intellectual Property**" means the trademarks, brand names and patents which are material to the business of the Issuer and its Restricted Subsidiaries, taken as a whole, and which are required in order for the Issuer and its Restricted Subsidiaries to carry on their business, taken as a whole, as it is being conducted on the Issue Date (as determined in good faith by the Board of Directors or a member of senior management of the Issuer).

"**Maturity**" means, with respect to any debt, the date on which any principal of such debt becomes due and payable as therein or herein provided, whether at the Stated Maturity with respect to such principal or by declaration of acceleration, call for redemption or purchase or otherwise.

"**Moody's**" means Moody's Investors Service, Inc. and its successors.

"**Nationally Recognized Statistical Rating Organization**" means a nationally recognized statistical rating organization within the meaning of Section 3(a)(62) of the Exchange Act.

"**Net Cash Proceeds**" means:

(a) with respect to any Asset Sale, the proceeds thereof in the form of cash or Cash Equivalents actually received (except to the extent that such obligations are financed or sold with recourse to the Issuer or any Restricted Subsidiary), net of:

(i) brokerage commissions and other fees and expenses (including, without limitation, fees and expenses of legal counsel, accountants, investment banks and other consultants) related to such Asset Sale;

(ii) provisions for all taxes paid or payable, or required to be accrued as a liability under IFRS as a result of such Asset Sale;

(iii) all distributions and other payments required to be made to any Person (other than the Issuer or any Restricted Subsidiary) owning a beneficial interest in the assets subject to the Asset Sale; and

(b) appropriate amounts required to be provided by the Issuer or any Restricted Subsidiary, as the case may be, as a reserve in accordance with IFRS against any liabilities associated with such Asset Sale and retained by the Issuer or any Restricted Subsidiary, as the case may be, after such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations or potential purchase price adjustments associated with such Asset Sale, all as reflected in an Officer's Certificate delivered to the Trustee; and

(c) with respect to any capital contributions, issuance or sale of Capital Stock or options, warrants or rights to purchase Capital Stock, or debt securities or Capital Stock that have been converted into or exchanged for Capital Stock as referred to under "—Certain Covenants—Limitation on Restricted Payments," the proceeds of such issuance or sale in the form of cash or Cash Equivalents, payments in respect of deferred payment obligations when received in the form of, or stock or other assets when disposed of for, cash or Cash Equivalents (except to the extent that such obligations are financed or sold with recourse to the Issuer or any Restricted Subsidiary), net of attorney's fees, accountant's fees and brokerage, consultation, underwriting and other fees and expenses actually Incurred in connection with such issuance or sale and net of taxes paid or payable as a result of thereof.

"**New Revolving Credit Facility**" means the revolving credit facility provided under the New Senior Facilities Agreement.

"**New Senior Facilities Agreement**" has the meaning given to such term in the Offering Memorandum.

"**Offering Memorandum**" means the offering memorandum dated January 22, 2025.

"**Officer**" means (a) with respect to the Issuer or any Guarantor, the Chairman of the Board, the Chief Executive Officer, the Chief Financial Officer, the Treasury Director, the General Counsel, the Secretary or a managing director (i) of such Person or (ii) if such Person is owned or managed by a single entity, of such entity, or (b) any other individual designated as an "Officer" for the purposes of the Indenture by the Board of Directors.

"**Officer's Certificate**" means with respect to any Person a certificate signed by an Officer of such Person.

"**Parent**" means any Person of which the Issuer at any time is or becomes a Subsidiary after the Issue Date and any holding companies established for purposes of holding an investment in any Parent.

"**Parent Expenses**" means:

(a) costs (including all professional fees and expenses) Incurred by any Parent in connection with reporting obligations under or otherwise incurred in connection with compliance with applicable laws, rules or regulations of any governmental, regulatory or self-regulatory body or stock exchange, the Indenture, the Issuer or any Restricted Subsidiary, including in respect of any reports filed with respect to the Securities Act, U.S. Exchange Act or the respective rules and regulations promulgated thereunder;

(b) customary indemnification obligations of any Parent owing to directors, officers, employees or other Persons under its charter or by-laws or pursuant to written agreements with any such Person to the extent relating to a Parent, the Issuer or their respective Subsidiaries;

(c) obligations of any Parent in respect of director and officer insurance (including premiums therefor) to the extent relating to a Parent, the Issuer or their respective Subsidiaries and reasonable fees and reimbursement of expenses to, and customary indemnities and employee benefit and pension expenses provided on behalf of, directors, officers, consultants or employees of the Issuer, any Restricted Subsidiary or any Parent (whether directly or indirectly and including through any Person owned or controlled by any of such directors, officers or employees);

(d) fees and expenses payable by any Parent in connection with the Transactions;

(e) general corporate overhead expenses, including (a) professional fees and expenses and other operational expenses of any Parent related to the ownership or operation of the business of the Issuer or any of the Restricted Subsidiaries including acquisitions or dispositions by the Issuer or a Subsidiary permitted hereunder (whether or not successful), in each case, to the extent such costs, obligations and/or expenses are not paid by another Subsidiary of such Parent or (b) costs and expenses with respect to any litigation or other dispute relating to the Transactions;

(f) any fees and expenses required to maintain any Parent's corporate existence and to provide for other ordinary course operating costs, including salary, bonus and other benefits payable to officers and employees of such Parent;

(g) to reimburse out-of-pocket expenses of the Board of Directors of any Parent; and

(h) other fees, expenses and costs relating directly or indirectly to activities of the Issuer and its Subsidiaries or any Parent or any other Person established for purposes of or in connection with the Transactions or which holds directly or indirectly any Capital Stock or Subordinated Shareholder Debt of the Issuer, in an amount not to exceed the greater of €5.0 million and 0.1% of Total Assets per annum.

"***Pari Passu* Debt**" means Senior Debt including, without limitation, (a) any Debt of the Issuer that ranks equally in right of payment with the Notes or (b) with respect to any Guarantee, any Debt that ranks equally in right of payment to such Guarantee.

"**Permitted Asset Swap**" means the substantially concurrent purchase and sale or exchange of assets used or useful in a Permitted Business or a combination of such assets and Cash Equivalents between the Issuer or any of its Restricted Subsidiaries and another Person; *provided*, that any Cash Equivalents received must be applied in accordance with the covenant described under "*—Certain Covenants—Limitation on Asset Sales*."

"**Permitted Business**" means any businesses in which the Issuer or any of its Subsidiaries is engaged on the Issue Date, or that is similar, related, complementary, enhancing (in the reasonable opinion of the Issuer), incidental, ancillary thereto or an extension, development or expansion thereof.

"**Permitted Debt**" has the meaning given to such term under "*—Certain Covenants—Limitation on Debt*."

"**Permitted Investments**" means any of the following (in each case made by the Issuer or any of its Restricted Subsidiaries):

(a) Investments in cash or Cash Equivalents;

(b) intercompany Debt to the extent permitted under clause (d) of the definition of "Permitted Debt;"

(c) Investments in: (i) the Issuer; (ii) a Restricted Subsidiary (including the Capital Stock of a Restricted Subsidiary); or (iii) another Person (including the Capital Stock of such Person) if as a result of such Investment such other Person becomes a Restricted Subsidiary or such other Person is merged or consolidated or amalgamated with or into, or transfers or conveys all or substantially all of its assets to, or is liquidated into, the Issuer or a Restricted Subsidiary;

(d) Investments as a result of or retained in connection with an Asset Sale permitted under or made in compliance with "*—Certain Covenants—Limitation on Asset Sales*" to the extent such Investments are non-cash proceeds permitted thereunder;

(e) Investments (i) in payroll, travel, entertainment, moving, other relocation and similar advances to cover matters that are expected at the time of such advances to be treated as expenses in accordance with IFRS and (ii) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangement with customers;

(f) Management Advances;

(g) Investments in the Notes, any Additional Notes and other Debt of the Issuer or any Restricted Subsidiary;

(h) Investments existing, or made pursuant to legally binding commitments in existence, at the Issue Date and any Investment that amends, extends, renews, replaces or refinances such Investment; provided that the amount of any such Investment may be increased (i) as required by the terms of such Investment as in existence on the Issue Date or (ii) as otherwise not prohibited under the Indenture;

(i) Investments in Hedging Agreements permitted under clause (2)(h) of *"—Certain Covenants—Limitation on Debt;*"

(j) Investments in a Person to the extent that the consideration therefor consists of the Issuer's Qualified Capital Stock or the net proceeds of the substantially concurrent issue and sale (other than to any Subsidiary) of shares of the Issuer's Qualified Capital Stock or Subordinated Shareholder Debt;

(k) any Investments received (i) in satisfaction of judgments, foreclosure, perfection or enforcement of any liens or settlement of debts, (ii) in compromise of obligations of such persons that were Incurred in the ordinary course of business, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer or (iii) in compromise or resolution of obligations of trade creditors or customers that were Incurred in the ordinary course of business of the Issuer or any of the Restricted Subsidiaries, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer; or (iv) litigation, arbitration or other disputes;

(l) any transaction to the extent constituting an Investment that is permitted and made in accordance with the provisions of clauses (a), (g), (h) and (i) of paragraph (2) of the covenant described under *"—Certain Covenants—Limitation on Transactions with Affiliates;*"

(m) lease, utility and workers' compensation, performance and other similar deposits made in the ordinary course of business;

(n) Investments consisting of purchases and acquisitions of inventory, supplies, trading stock, materials and equipment or licenses or leases of intellectual property, in any case, either in the ordinary course of business or in furtherance of a Permitted Business and, in either case, as not prohibited by the Indenture;

(o) guarantees permitted to be Incurred under the "*Limitation on Debt*" covenant and (other than with respect to, or given in connection with the Incurrence of, Debt) guarantees, keepwells and similar arrangements in the ordinary course of business;

(p) pledges or deposits with respect to leases or utilities provided to third parties in the ordinary course of business or liens otherwise described in the definition of "Permitted Liens" or made in connection with Liens permitted under the covenant "Limitation on Liens;"

(q) Bank Products;

(r) Investments acquired after the Issue Date as a result of the acquisition by the Issuer or any of the Restricted Subsidiaries of another Person, including by way of a merger, amalgamation or consolidation with or into the Issuer or any of the Restricted Subsidiaries in a transaction that is not prohibited by the covenant described above under the caption *"—Certain Covenants—Merger, Consolidation or Sale of Assets*" to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(s) (i) Investments in receivables owing to the Issuer or any Restricted Subsidiary created or acquired in the ordinary course of business and (ii) advance payments made in relation to capital expenditures in the ordinary course of business;

(t) any acquisition of assets or Capital Stock solely in exchange for the issuance of the Issuer's Capital Stock (other than Redeemable Capital Stock);

(u) other Investments in any Person having an aggregate Fair Market Value (measured on the date each such Investment was made but net of any distributions, dividends payments or other returns in respect of such Investments), when taken together with all other Investments made pursuant to this clause (u) that are at the time outstanding, not to exceed the greater of €100.0 million and 2.6% of Total Assets; provided that, if an Investment is made pursuant to this clause (u) in a Person that is not a Restricted Subsidiary and such Person subsequently becomes a Restricted Subsidiary or is subsequently designated a Restricted Subsidiary pursuant to the covenant described under *"—Certain Covenants—Limitation on Restricted Payments*," such Investment shall thereafter be deemed to have been made pursuant to clause (c) of the definition of "Permitted Investments" and not this clause (u); and

(v) Investments in receivables made in connection with any Permitted Recourse Receivables Financing and Qualified Receivables Financing, including Investments held in accounts permitted or required by the arrangements governing such Permitted Recourse Receivables Financing or Qualified Receivables Financing or any related Debt.

"**Permitted Liens**" means the following types of Liens:

(a) Liens existing, provided for, required to be granted under or contemplated by written arrangements as of the Issue Date and as such written agreements may be replaced, renewed, extended, amended or novated;

(b) Liens on any property or assets of a Restricted Subsidiary granted in favor of the Issuer or any Restricted Subsidiary;

(c) Liens securing Debt (including Liens securing any obligations in respect thereof) consisting of the Notes or any Guarantee, as the case may be;

(d) any interest or title of a lessor under any lease or any Capitalized Lease Obligation;

(e) Liens to secure Capitalized Lease Obligations and Productive Asset Financings Incurred in compliance with the Indenture;

(f) Liens arising out of conditional sale, title retention (including prolonged or extended title retention), consignment, deferred payment, supply agreements or similar arrangements for the sale or purchase of goods entered into by the Issuer or any Restricted Subsidiary in the ordinary course of business;

(g) statutory Liens of landlords and carriers, warehousemen, mechanics, suppliers, materialmen, repairmen, employees, pension plan administrators or other like Liens arising in the ordinary course of the Issuer's or any Restricted Subsidiary's business and with respect to amounts not yet delinquent for more than 60 days or being contested in good faith by appropriate proceedings and for which a reserve or other appropriate provision, if any, as shall be required in conformity with IFRS shall have been made;

(h) Liens arising solely by virtue of any statutory or common law provisions relating to attorney's liens or bankers' liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depositary institution and liens arising under the general terms and conditions of financial institutions;

(i) Liens for taxes, assessments, government charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and for which a reserve or other appropriate provision, if any, as shall be required in conformity with IFRS shall have been made;

(j) Liens Incurred or deposits made to secure the performance of tenders, bids or trade or government contracts, or to secure leases, statutory or regulatory obligations, trade contracts, surety or appeal bonds, performance bonds or other obligations of a like nature Incurred in the ordinary course of business or consistent with past practice;

(k) zoning restrictions, survey exceptions, easements, licenses, reservations, title defects, rights of others for rights-of-way, utilities, sewers, electrical lines, telephone lines, telegraph wires, restrictions, encroachments and other similar charges, encumbrances or title defects Incurred in the ordinary course of business that do not in the aggregate materially interfere with in any material respect the ordinary conduct of the business of the Issuer and its Restricted Subsidiaries on the properties subject thereto, taken as a whole;

(l) (a) mortgages, liens, security interests, restrictions, encumbrances or any other matters of record that have been placed by any developer, landlord or other third party on property over which the Issuer or any Restricted Subsidiary has easement rights or on any real property leased by the Issuer or any Restricted Subsidiary and subordination or similar agreements relating thereto and (b) any condemnation or eminent domain proceedings or compulsory purchase order affecting real property;

(m) Liens on property or assets under construction (and related rights) in favor of a contractor or developer or arising from progress or partial payments by a third party relating to such property or assets;

(n) Liens arising by reason of any judgment, decree or order of any court so long as such Lien is adequately bonded and any appropriate legal proceedings that may have been duly initiated for the review of such judgment, decree or order shall not have been finally terminated or the period within which such proceedings may be initiated shall not have expired;

(o) Liens on property of, or on shares of Capital Stock or Debt of, any Person existing at the time such Person is acquired by, merged with or into or consolidated with, the Issuer or any Restricted Subsidiary (or at the time the Issuer or a Restricted Subsidiary acquires such property, Capital Stock or Debt); provided that such Liens: (i) do not extend to or cover any property or assets of the Issuer or any Restricted Subsidiary other than the property or assets acquired or than those of the Person merged into or consolidated with the Issuer or Restricted Subsidiary; and (ii) were created prior to, and not in connection with or in contemplation of, such acquisition, merger, consolidation, amalgamation or other combination;

(p) Liens securing the Issuer's or any Restricted Subsidiary's obligations under Hedging Agreements permitted under clause (2)(h) "*—Certain Covenants—Limitation on Debt*" or any collateral for the Debt to which such Hedging Agreements relate;

(q) pledges, deposits or Liens (i) under workmen's compensation laws, unemployment insurance laws, social security laws or similar legislation or securing pension obligations, pension liabilities or partial retirement liabilities or any works council or similar agreement or arrangement in relation to part-time work or working-time accounts or other flexible work arrangements, or insurance related obligations (including pledges or deposits securing liability to insurance carriers under insurance or self-insurance arrangements), or (ii) in connection with bids, tenders, completion guarantees, contracts (other than for borrowed money) or leases, or to secure utilities, licenses, public or statutory obligations, or to secure surety, indemnity, judgment, appeal bonds, guarantees of government contracts (or other similar bonds, instruments or obligations), import or customs duties or for the payment of rent, or other obligations of like nature, in each case Incurred in the ordinary course of business (including Liens to secure letters of credit issued to assure payment of such obligations);

(r) Liens Incurred in connection with (a) Bank Products and (b) arising under general business conditions in the ordinary course of business, including without limitation the general business conditions of any bank or financial institution with whom the Issuer or any of its Restricted Subsidiaries maintains a banking relationship, and including Liens arising by reason of any treasury and/or cash management, cash pooling, netting or set-off arrangement or other banking or trading activities;

(s) Liens made to secure obligations arising from statutory, regulatory, contractual, or warranty requirements of the Issuer or any Restricted Subsidiary, including rights of offset and set-off;

(t) Liens on assets of a Restricted Subsidiary that is not a Guarantor to secure Debt of such Restricted Subsidiary (or any other Restricted Subsidiary that is not a Guarantor) and that is otherwise not prohibited under the Indenture;

(u) any extension, renewal or replacement, in whole or in part, of any Lien (excluding any Liens pursuant to clause (x) of this definition); provided that any such extension, renewal or replacement shall be no more restrictive in any material respect than the Lien so extended, renewed or replaced and shall not extend in any material respect to any additional property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof);

(v) Liens securing Debt Incurred to refinance Debt that has been secured by a Lien (excluding any Liens pursuant to clause (x) of this definition) permitted by the Indenture; provided that: (i) any such Lien shall not extend to or cover any assets of the type not securing the Debt so refinanced; and (ii) the Debt so refinanced shall have been permitted to be Incurred;

(w) purchase money Liens to finance property or assets of the Issuer or any Restricted Subsidiary acquired in the ordinary course of business; provided that: (i) the related purchase money Debt shall not exceed the cost of such property or assets and shall not be secured by any property or assets of the Issuer or any Restricted Subsidiary other than the property and assets so acquired; and (ii) the Lien securing such Debt shall be created within 90 days of any such acquisitions;

(x) Liens Incurred by the Issuer or any Restricted Subsidiary with respect to obligations that do not exceed the greater of €100.0 million and 2.6% of Total Assets;

(y) Liens resulting from escrow arrangements, including in respect of software or other intangible assets, entered into in connection with any type of disposition, including by way of license, of assets;

(z) any right of refusal, right of first offer, option or other arrangement to sell or otherwise dispose of an asset of the Issuer or any Restricted Subsidiary;

(aa) (a) leases, subleases, licenses, sublicenses and other conveyances of assets (including real property) entered into in the ordinary course of business and (b) Liens arising from Uniform Commercial Code financing statement filings (or similar filings in other applicable jurisdictions) regarding lease obligations entered into by the Issuer and the Restricted Subsidiaries that would be considered operating leases under IAS 17 (Leases);

(bb) any encumbrance or restriction (including, but not limited to, pursuant to put and call agreements or buy/ sell arrangements) with respect to Capital Stock of any joint venture or similar arrangement pursuant to any joint venture or similar agreement;

(cc) Liens (including put and call arrangements) on Capital Stock, Debt or other securities of an Unrestricted Subsidiary or a joint venture that is not a Subsidiary of the Issuer that secure Debt or other obligations of such Unrestricted Subsidiary or joint venture respectively;

(dd) Liens on insurance policies and proceeds thereof, or other deposits, to secure insurance premium financings;

(ee) (i) Liens on cash, Cash Equivalents or other property arising in connection with the defeasance, discharge or redemption of Debt and (ii) Liens on Escrowed Proceeds for the benefit of the related holders of debt securities or other Debt (or the underwriters or arrangers thereof) or on cash set aside at the time of the incurrence of any Debt or government securities purchased with such cash, in either case to the extent such cash or government securities prefund the payment of interest on such Debt and are held in escrow accounts or similar arrangement to be applied for such purpose; and

(ff) Liens on receivables and other assets of the type described in the definition of (i) "Qualified Receivables Financing" Incurred in connection with a Qualified Receivables Financing and (ii)

"Permitted Recourse Receivables Financing" Incurred in connection with a Permitted Recourse Receivables Financing.

For purposes of determining compliance with this definition, (i) a Lien need not be Incurred solely by reference to one category of Permitted Liens described in this definition but may be Incurred under any combination of such categories (including in part under one such category and in part under any other such category), (ii) in the event that a Lien (or any portion thereof) meets the criteria of one or more of such categories of Permitted Liens, the Issuer shall, in its sole discretion, classify or reclassify such Lien (or any portion thereof) in any manner that complies with this definition, (iii) the principal amount of Debt secured by a Lien outstanding under any category of Permitted Liens shall be determined after giving effect to the application of proceeds of any such Debt to refinance any such other Debt, (iv) any Lien securing Debt that was permitted to secure such Debt at the time of the Incurrence of such Debt shall also be permitted to secure any increase in the amount of such Debt in connection with the accrual of interest and the accretion of accreted value, (v) if any Debt or other obligation is secured by any Lien outstanding under any category of Permitted Liens measured by reference to a percentage of Total Assets at the time of Incurrence of such Debt or other obligations, and is refinanced by any Debt or other obligation secured by any Lien Incurred by reference to such category of Permitted Liens, and such refinancing would cause the percentage of Total Assets to be exceeded if calculated based on the Total Assets on the date of such refinancing, such percentage of Total Assets shall not be deemed to be exceeded (and such refinancing Lien shall be deemed permitted) so long as the principal amount of such refinancing Debt or other obligation does not exceed an amount equal to the principal amount of such Debt or other obligation being refinanced, plus the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses (including accrued and unpaid interest) Incurred or payable in connection with such refinancing, (vi) if any Debt or other obligation is secured by any Lien outstanding under any category of Permitted Liens measured by reference to an amount in euro, and is refinanced by any Debt or other obligation secured by any Lien Incurred by reference to such category of Permitted Liens, and such refinancing would cause such euro amount to be exceeded, such euro amount shall not be deemed to be exceeded (and such refinancing Lien shall be deemed permitted) so long as the principal amount of such refinancing Debt or other obligation does not exceed an amount equal to the principal amount of such Debt being refinanced, plus the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses (including accrued and unpaid interest) Incurred or payable in connection with such refinancing and (vii) if any Debt or other obligation is secured by any Lien outstanding under any category of Permitted Liens measured by reference to an amount in euro, and is refinanced by any Debt or other obligation secured by any Lien Incurred by reference to such category of Permitted Liens, and such refinancing would cause such euro amount to be exceeded, such euro amount shall not be deemed to be exceeded (and such refinancing Lien shall be deemed permitted) so long as the principal amount of such refinancing Debt or other obligation does not exceed an amount equal to the principal amount of such Debt being refinanced, plus the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses (including accrued and unpaid interest) Incurred or payable in connection with such refinancing.

"**Permitted Recourse Receivables Financing**" means any financing other than a Qualified Receivables Financing pursuant to which the Issuer or any of its Restricted Subsidiaries may sell, convey or otherwise transfer to any other Person, or grant a security interest in, any Securitization Assets (and related assets) of the Issuer or any of its Restricted Subsidiaries in an aggregate principal amount equal to the Fair Market Value of such Securitization Assets (and related assets); *provided* that (a) the covenants, events of default and other provisions applicable to such financing shall be on market terms (as determined in good faith by the Issuer's Board of Directors or senior management) at the time such financing is entered into and (b) the interest rate applicable to such financing shall be a market interest rate (as determined in good faith by the Issuer's Board of Directors or senior management) at the time such financing is entered into.

"**Permitted Refinancing Debt**" means any renewals, extensions, substitutions, defeasances, discharges, refinancings, exchanges or replacements (each, for purposes of this definition and paragraph (2) of "*—Certain Covenants—Limitation on Debt*," a "refinancing") of any Debt of the Issuer or a Restricted Subsidiary or pursuant to this definition, including any successive refinancings, as long as:

(a) such Debt is in an aggregate principal amount (or if Incurred with original issue discount, an aggregate issue price) not in excess of the sum of: (i) the aggregate principal amount (or if Incurred with original issue discount, the aggregate accreted value) then outstanding of the Debt being refinanced; and (ii) an amount necessary to pay any fees and expenses, including premiums and defeasance costs, related to such refinancing;

(b) if the Debt being refinanced is Subordinated Debt, the Stated Maturity of such Debt is no earlier than the Stated Maturity of the Debt being refinanced or, if shorter, the Stated Maturity of the Notes; and

(c) if the Debt being renewed, extended, substituted, defeased, discharged, refinanced or replaced is subordinated in right of payment to the Notes or any Guarantee (as applicable), such Permitted Refinancing Debt is subordinated in right of payment to, the Notes or any Guarantee (as applicable) on terms at least as favorable to the Holders of Notes as those contained in the documentation governing the Debt being renewed, extended, substituted, defeased, discharged, refinanced or replaced;

provided, *however*, that Permitted Refinancing Debt shall not include (x) Debt of the Issuer or a Restricted Subsidiary that refinances Debt of an Unrestricted Subsidiary and (y) Debt of a Restricted Subsidiary that is not a Guarantor that refinances Debt of the Issuer, the Issuer or a Guarantor.

Permitted Refinancing Debt in respect of any Credit Facility or any other Debt may be Incurred from time to time after the termination, discharge or repayment of any such Credit Facility or other Debt.

"**Permitted Reorganization**" means any amalgamation, demerger, merger, voluntary liquidation, consolidation, reorganization, winding up or corporate reconstruction involving any Parent, the Issuer or any of its Restricted Subsidiaries (a "**Reorganization**") that is made on a solvent basis, including where a Restricted Subsidiary becomes the new holding company of the Group, the Issuer becomes a Subsidiary thereof and such new holding company is subsequently deemed to be the "Parent" under the Indenture; *provided* that:

(a) any payments or assets distributed in connection with such Reorganization remain within the Issuer and its Restricted Subsidiaries; and

(b) if any of the Guarantees are released pursuant to "*—Guarantees—Release of the Guarantees*," substantially equivalent Guarantees must be granted by a surviving entity, if any.

"**Person**" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"**Preferred Stock**" means, with respect to any Person, Capital Stock of any class or classes (however designated) of such Person that is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over the Capital Stock of any other class of such Person, whether now outstanding or issued after the Issue Date and including, without limitation, all classes and series of preferred or preference stock of such Person.

"**Principal**" means Derichebourg SA or Mr. Daniel Derichebourg.

"***pro forma***" means, with respect to any calculation made or required to be made pursuant to the terms of the Notes, a calculation made in good faith by the Issuer's Chief Financial Officer.

"**Property**" means, with respect to any Person, any interest of such Person in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including Capital Stock and other securities of, any other Person. For purposes of any calculation required pursuant to the Indenture, the value of any Property shall be its Fair Market Value.

"**Public Debt**" means any Debt consisting of bonds, debentures, notes or other similar debt securities issued in (a) a public offering registered under the Securities Act or (b) a private placement to institutional investors that is underwritten for resale in accordance with Rule 144A or Regulation S under the Securities Act, whether or not it includes registration rights entitling the holders of such debt securities to registration thereof with the Commission for public resale. The term "Public Debt" shall not include (i) the Notes, (ii) any Debt issued to institutional investors in a direct placement of such Debt that is not underwritten by an intermediary (it being understood that, without limiting the foregoing, a financing that is distributed to not more than ten Persons (*provided* that multiple managed accounts and affiliates of any such Persons shall be treated as one Person for the purposes of this definition) shall be deemed not underwritten), (iii) any bank Debt, commercial bank or similar Debt, Capitalized Lease Obligation or recourse transfer of any financial asset or (iv) any other type of Debt Incurred in a manner not customarily viewed as a "securities offering."

"**Qualified Capital Stock**" of any Person means any and all Capital Stock of such Person other than Redeemable Capital Stock.

"**Qualified Joint Venture**" means a joint venture in which the Issuer or any of its Restricted Subsidiaries has a direct or indirect ownership interest and that is engaged in a Permitted Business and that is not a Subsidiary of (i) the Issuer or (ii) any of the Restricted Subsidiaries.

"**Qualified Receivables Financing**" means any transaction or series of transactions that may be entered into by the Issuer or any of its Restricted Subsidiaries pursuant to which the Issuer or any of its Restricted Subsidiaries may sell, convey or otherwise transfer to (a) a Receivables Subsidiary or (b) any other Person, or may grant a security interest in, any receivables (whether now existing or arising in the future) of the Issuer or any of its Restricted Subsidiaries, and any assets related thereto including, without limitation, all contracts and all guarantees or other obligations in respect of such accounts receivable, the proceeds of such receivables, the bank accounts into which the proceeds of such receivables are collected and other assets which are customarily transferred, or in respect of which security interests are customarily granted, in connection with asset securitizations, receivable sale facilities, factoring facilities or invoice discounting facilities involving receivables; *provided* that the Board of Directors will have determined in good faith that such Qualified Receivables Financing (including financing terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the Issuer and the applicable Restricted Subsidiary or Receivables Subsidiary.

"**Receivables Fees**" means distributions or payments made directly or by means of discounts with respect to any participation interest issued or sold in connection with, and other fees paid to a Person that is not a Restricted Subsidiary in connection with, any Qualified Receivables Financing.

"**Receivables Repurchase Obligation**" means any obligation of a seller of receivables in a Qualified Receivables Financing to repurchase receivables arising as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, off-set or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

"**Receivables Subsidiary**" means a wholly owned Subsidiary of the Issuer (or another Person formed for the purposes of engaging in a Qualified Receivables Financing with the Issuer in which the Issuer or any Subsidiary of the Issuer makes an Investment and to which the Issuer or any Subsidiary of the Issuer transfers accounts receivable and related assets) which engages in no activities other than in connection with the financing of accounts receivable of the Issuer and its Subsidiaries, all proceeds thereof and all rights (contractual or other), collateral and other assets relating thereto, and any business or activities incidental or related to such business, and which is designated by the Board of Directors (as provided below) as a Receivables Subsidiary and:

(a) no portion of the Debt or any other obligations (contingent or otherwise) of which (a) is guaranteed by the Issuer or any Restricted Subsidiary (excluding guarantees of obligations (other than the principal of, and interest on, Debt) pursuant to Standard Securitization Undertakings), (b) is subject to terms that are substantially equivalent in effect to a guarantee of any losses on securitized or sold receivables by the Issuer or any Restricted Subsidiary, (c) is recourse to or obligates the Issuer or any Restricted Subsidiary in any way other than pursuant to Standard Securitization Undertakings, or (d) subjects any property or asset of the Issuer or any Restricted Subsidiary, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings;

(b) with which neither the Issuer nor any Restricted Subsidiary of the Issuer has any material contract, agreement, arrangement or understanding (except in connection with a Qualified Receivables Financing) other than on terms which the Issuer reasonably believes to be no less favorable to the Issuer or such Restricted Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Issuer; and

(c) to which neither the Issuer nor any Restricted Subsidiary of the Issuer has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results.

Any such designation by the Board of Directors shall be evidenced to the Trustee by filing with the Trustee a copy of the resolution of the Board of Directors giving effect to such designation and an Officer's Certificate certifying that such designation complied with the foregoing conditions.

"**Redeemable Capital Stock**" means any class or series of Capital Stock that, either by its terms, by the terms of any security into which it is convertible or exchangeable or by contract or otherwise, is, or upon the happening of an event or passage of time would be, required to be redeemed prior to the final Stated Maturity of the Notes or is redeemable at the option of the Holder thereof at any time prior to such final Stated Maturity (other than upon a change of control of the Issuer in circumstances in which the Holders of the Notes would have similar rights), or is convertible into or exchangeable for debt securities at any time prior to such final Stated Maturity; *provided* that any Capital Stock that would constitute Qualified Capital Stock but for provisions thereof giving holders thereof the right to require such Person to repurchase or redeem such Capital Stock upon the occurrence of any "asset sale" or "change of control" occurring prior to the Stated Maturity of the Notes will not constitute Redeemable Capital Stock if the "asset sale" or "change of control" provisions applicable to such Capital Stock are no more favorable to the holders of such Capital Stock than the provisions contained in "*—Certain Covenants—Limitation on Asset Sales*" and "*—Certain Covenants—Change of Control*" and such Capital Stock specifically provides that such Person will not repurchase or redeem any such stock pursuant to such provision prior to the Issuer's repurchase of such Notes as are required to be repurchased pursuant to "*—Certain Covenants—Limitation on Asset Sales*" and "*—Certain Covenants—Change of Control*."

"**Related Party of a Principal**" with respect to any Principal, means:

(a) in the case of Derichebourg SA: any controlling equity holder or Subsidiary of Derichebourg SA;

(b) in the case of Mr. Daniel Derichebourg:

 (i) any spouse, sibling or lienal descendant of Mr. Daniel Derichebourg or any spouse, sibling or lienal descendant of any of the same;

 (ii) any trust or partnership for the benefit of any Person referred to in paragraph (a) above; or

 (iii) the estate, executor, administrator, committee or beneficiary of any Person referred to in paragraphs (a) and (b) above; or

(c) any trust, corporation, partnership, limited liability company or other Person, for whom the beneficiaries, stockholders, partners or owners thereof or Persons beneficially holding in the aggregate a controlling interest therein, consist of Persons referred to in paragraphs (a) or (b) above.

"**Replacement Assets**" means (i) non-current properties and assets (including Capital Stock of a Person that is or becomes a Restricted Subsidiary and such Restricted Subsidiary's property, business or assets are used or useful in a Permitted Business or any and all businesses that in the good faith judgment of the Board of Directors of the Issuer are reasonably related) that replace the properties and assets that were the subject of an Asset Sale, or (ii) non-current properties and assets that are used or useful in a Permitted Business or any and all businesses that in the good faith judgment of the Board of Directors of the Issuer are reasonably related.

"**Restricted Investment**" means an Investment other than a Permitted Investment.

"**Restricted Subsidiary**" means any Subsidiary of the Issuer other than an Unrestricted Subsidiary.

"**S&P**" means Standard and Poor's Ratings Service, a division of The McGraw-Hill Companies, Inc. and its successors.

"**Securities Act**" means the U. S. Securities Act of 1933, as amended, or any successor statute, and the rules and regulations promulgated by the Commission thereunder.

"**Securitization Asset**" means (1) any accounts receivable, mortgage receivables, loan receivables, royalty, franchise fee, license fee, patent, rent or other revenue streams and other rights to payment or related assets and the proceeds thereof and (2) all collateral securing such receivable or asset, all contracts and contract rights, guarantees or other obligations in respect of such receivable or asset, lockbox accounts and records with respect to such account or asset and any other assets customarily transferred (or in respect of which security interests are customarily granted) together with accounts or assets in connection with a securitization, factoring or receivable sale transaction.

"**Senior Debt**" means (i) any Debt of the Issuer or any Guarantor that is either secured or not Subordinated Debt and (ii) any Debt of a Restricted Subsidiary of the Issuer that is not a Guarantor or the Issuer other than Debt Incurred pursuant to clause (2)(d) of the covenant described under the heading "*—Certain Covenants—Limitation on Debt*."

"**Significant Subsidiary**" means any Restricted Subsidiary with proportionate share of the Consolidated EBITDA exceeding 5% of the Consolidated EBITDA of the Issuer on a consolidated basis for the most recently completed fiscal year.

"**Special Purpose Vehicle**" means an entity established by the Issuer or any Parent for the purposes of maintaining an equity incentive or compensation plan for Management Investors.

"**Standard Securitization Undertakings**" means representations, warranties, covenants, indemnities and guarantees of performance entered into by the Issuer or any Subsidiary of the Issuer which the Issuer has determined in good faith to be customary in a Qualified Receivables Financing, including those relating to the servicing of the assets of a Receivables Subsidiary, it being understood that any Receivables Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

"**Stated Maturity**" means, when used with respect to any Note or any instalment of interest thereon, the date specified in such Note as the fixed date on which the principal of such Note or such instalment of interest, respectively, is due and payable, and, when used with respect to any other debt, means the date specified in the instrument governing such debt as the fixed date on which the principal of such debt, or any instalment of interest thereon, is due and payable.

"**Subordinated Debt**" means Debt of the Issuer or any of the Guarantors that is expressly subordinated in right of payment to the Notes or the Guarantee of such Guarantors, as the case may be.

"**Subordinated Shareholder Debt**" means, collectively, any funds provided to the Issuer by any direct or indirect Parent of the Issuer, or Affiliate of such Parent, pursuant to any security, instrument or agreement, other than Capital Stock, that pursuant to its terms:

(a) does not (including upon the happening of any event) mature or require any amortization or other payment of principal prior the first anniversary of the maturity of the Notes (other than through conversion or exchange of any such security or instrument for Qualified Capital Stock or for any other security or instrument meeting the requirements of the definition);

(b) does not (including upon the happening of any event) require the payment in cash or otherwise, of interest or any other amounts prior to the first anniversary of the maturity of the Notes (provided that interest may accrete while such Subordinated Shareholder Debt is outstanding and accretion interest may become due upon maturity as permitted by clause (a) or acceleration of maturity as permitted by clause (c) below and any interest may be satisfied at any time by the issue to the holders thereof of additional Subordinated Shareholder Debt);

(c) does not (including upon the happening of any event) provide for the acceleration of its maturity and its holders have no right (including upon the happening of any event) to declare a default or event of default or take any enforcement action, prior to the first anniversary of the maturity of the Notes;

(d) is not secured by a Lien or any assets of the Issuer or a Restricted Subsidiary and is not guaranteed by any Subsidiary of the Issuer;

(e) is contractually subordinated and junior in right of payment to the prior payment in full in cash of all obligations (including principal, interest, premium (if any) and Additional Amounts (if any)) of the Issuer under the Notes and the Guarantors under the Guarantees; and

(f) is not (including upon the happening of any event) mandatorily convertible or exchangeable, or convertible or exchangeable at the option of the holder, in whole or in part, prior to the date on which the Notes mature other than into or for Qualified Capital Stock of the Issuer;

provided that in any event or circumstance that results in such Debt ceasing to qualify as Subordinated Shareholder Debt, such Debt shall constitute an Incurrence of such Debt by the Issuer, and any and all Restricted Payments made through the use of the net proceeds from the Incurrence of such Debt since the date of the original issuance of such Subordinated Shareholder Debt shall constitute new Restricted Payments that are deemed to have been made after the date of the original issuance of such Subordinated Shareholder Debt.

"**Subsidiary**" means, with respect to any Person:

(a) a corporation a majority of whose Voting Stock is at the time, directly or indirectly, owned by such Person, by one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person; and

(b) any other Person (other than a corporation), including, without limitation, a partnership, limited liability company, business trust or joint venture, in which such Person, one or more Subsidiaries of such Person or such Person and one or more Subsidiaries thereof, directly or indirectly, at the date of determination thereof, has at least majority ownership interest entitled to vote (including by way of shareholders agreement) in the election of directors, managers or trustees thereof (or other Person performing similar functions).

"**Successor Parent**" with respect to any Person means any other Person with more than 50% of the total voting power of the Voting Stock of which is, at the time the first Person becomes a Subsidiary of such other Person, "beneficially owned" (as defined below) by one or more Persons that "beneficially owned" (as defined below) more than 50% of the total voting power of the Voting Stock of the first Person immediately prior to the first Person becoming a Subsidiary of such other Person. For purposes hereof, "beneficially own" has the meaning correlative to the term "beneficial owner," as such term is defined in Rules 13d-3 and 13d-5 under the Exchange Act (as in effect on the Issue Date).

"**TARGET Settlement Day**" means any day on which the Trans European Automated Real Time Gross Settlement Express Transfer (TARGET) System is open.

"**Tax Sharing Agreement**" means any tax consolidation agreement or any similar arrangements in respect of any consolidated, combined, affiliated or unitary tax group or an arrangement relating to the surrender of group relief to which the Issuer or any of the Restricted Subsidiaries is a party.

"**Total Assets**" means the consolidated total assets of the Issuer and its Restricted Subsidiaries, as shown on the most recent balance sheet of the Issuer, after giving *pro forma* effect to any acquisition, merger, amalgamation, consolidation or Investment, as determined in good faith by a responsible financial or accounting Officer of the Issuer.

"**Transactions**" means the Offering and the use of proceeds therefrom, the entry into the New Senior Facility Agreement and the Tender Offer as described in the Offering Memorandum.

"**Uniform Commercial Code**" means the New York Uniform Commercial Code.

"**Unrestricted Subsidiary**" means any Subsidiary of the Issuer that at the time of determination is an Unrestricted Subsidiary (as designated by the Issuer's Board of Directors pursuant to the covenant under the caption "*—Certain Covenants—Designation of Unrestricted and Restricted Subsidiaries*") and any Subsidiary thereof.

"**Voting Stock**" means any class or classes of Capital Stock pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the Board of Directors, managers or trustees (or Persons performing similar functions) of any Person (irrespective of whether or not, at the time, stock of any other class or classes shall have, or might have, voting power by reason of the happening of any contingency).

BOOK-ENTRY, DELIVERY AND FORM

The Notes will be issued only in registered form and in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof.

The Notes are being sold outside the United States in reliance on Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") and will be represented on issue by one or more permanent global notes that will represent the aggregate principal amount of the Notes (the "**Global Notes**").

The Global Notes will be deposited with, and registered in the name of a nominee for the common depositary for, Euroclear Bank SA/NV, ("**Euroclear**") and Clearstream S.A. ("**Clearstream**"). Beneficial interests in the Global Notes may be held only through Euroclear or Clearstream or their participants at any time. See "*Plan of Distribution*."

Beneficial interests in the Global Notes will be subject to certain restrictions on transfer set out therein and under "*Plan of Distribution*" and in the Indenture.

Except in the limited circumstances described below (see "*—Exchange of Global Notes for Definitive Notes*"), owners of beneficial interests in the Global Notes will not be entitled to receive physical delivery of Notes.

For so long as any of the Notes are represented by a Global Note, each person (other than another clearing system) who is for the time being shown in the records of Euroclear or Clearstream (as the case may be) as the holder of a particular aggregate principal amount of such Notes (each an "**Accountholder**") (in which regard any certificate or other document issued by Euroclear or Clearstream (as the case may be) as to the aggregate principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes) shall be treated as the holder of such aggregate principal amount of such Notes (and the expression "Noteholders" and references to "holding of Notes" and to "holder of Notes" shall be construed accordingly) for all purposes other than with respect to payments on such Notes, the right to which shall be vested solely in the nominee for the relevant clearing system (the "**Relevant Nominee**") in accordance with and subject to the terms of the applicable Global Note. Each Accountholder must look solely to Euroclear or Clearstream, as the case may be, for its share of each payment made to the Relevant Nominee.

The Notes will be subject to certain transfer restrictions and certification requirements as described under "*Plan of Distribution*."

Depository Procedures

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of Euroclear or Clearstream (together, the "**Clearing Systems**") currently in effect. The information in this section concerning the Clearing Systems has been obtained from sources that the Issuer believes to be reliable, but none of the Issuer, or the Initial Purchasers takes any responsibility for the accuracy of this section. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer and any other party to the Indenture will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Clearing Systems

Euroclear and Clearstream

Euroclear and Clearstream each hold securities for their customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream also deal with domestic securities markets in several countries through established depositary and custodial relationships. Euroclear and Clearstream have established an electronic bridge between their two systems across which their respective participants may settle trades with each other. Euroclear and Clearstream customers are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

Registration and Form

Book-entry interests in the Notes held through Euroclear and Clearstream will be represented by one or more Global Notes registered in the name of a nominee of, and held by, a common depositary for Euroclear and Clearstream.

As necessary, the Registrar will adjust the amounts of Notes on the register for the accounts of Euroclear and Clearstream to reflect the amounts of Notes held through Euroclear and Clearstream, respectively. Beneficial ownership of book-entry interests in Notes will be held through financial institutions as direct and indirect participants in Euroclear and Clearstream.

The aggregate holdings of book-entry interests in the Notes in Euroclear and Clearstream will be reflected in the book-entry accounts of each such institution. Euroclear or Clearstream, as the case may be, and every other intermediate holder in the chain to the beneficial owner of book-entry interests in the Notes will be responsible for establishing and maintaining accounts for their participants and customers having interests in the book-entry interests in the Notes. The Registrar will be responsible for maintaining a record of the aggregate holdings of Notes registered in the name of a common nominee for Euroclear and Clearstream and/or, if individual Certificates are issued in the limited circumstances described herein, holders of Notes represented by those individual Certificates. The Paying Agent will be responsible for ensuring that payments received by it from or on behalf of the Issuer for holders of book-entry interests in the Notes holding through Euroclear and Clearstream are credited to Euroclear or Clearstream, as the case may be.

The Issuer will not impose any fees in respect of holding the Notes; however, holders of book-entry interests in the Notes may incur fees normally payable in respect of the maintenance and operation of accounts in Euroclear or Clearstream.

Clearing and Settlement Procedures

Initial Settlement

Upon their original issue, the Notes will be in global form represented by one or more Global Notes.

Interests in the Notes will be in uncertified book-entry form. Purchasers electing to hold book-entry interests in the Notes through Euroclear and Clearstream accounts will follow the settlement procedures applicable to conventional Eurobonds. Book-entry interests in the Notes will be credited to Euroclear and Clearstream participants' securities clearance accounts on the business day following the Issue Date against payment (value the Issue Date).

Secondary Market Trading

Secondary market trades in the Notes will be settled by transfer of title to book-entry interests in the Clearing Systems. Title to such book-entry interests will pass by registration of the transfer within the records of Euroclear or Clearstream, as the case may be, in accordance with their respective procedures. Book-entry interests in the Notes may be transferred within Euroclear and within Clearstream and between Euroclear and Clearstream in accordance with procedures established for these purposes by Euroclear and Clearstream.

General

None of Euroclear or Clearstream is under any obligation to perform or continue to perform the procedures referred to above, and such procedures may be discontinued at any time. None of the Issuer or any of its agents will have any responsibility for the performance by Euroclear or Clearstream or their respective participants of their respective obligations under the rules and procedures governing their operations or the arrangements referred to above.

Exchange of Global Notes for Definitive Notes

The Global Notes are exchangeable for Notes in registered definitive form ("**Definitive Notes**") if:

Euroclear and/or Clearstream is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces that it is permanently to cease business or does in fact do so and no successor or alternative clearing system is available; or the relevant clearing system so requests following an Event of Default under the Indenture.

In all cases, Definitive Notes delivered in exchange for any Global Note or beneficial interests therein will be registered in the names, and issued in any approved denominations, requested by or on behalf of the relevant clearing system (in accordance with its customary procedures), as the case may be unless the Issuer determines otherwise in compliance with the requirements of the Indenture.

Definitive Notes delivered in exchange for Global Notes will be delivered to or upon the order of the relevant clearing system or an authorized representative of the relevant clearing system, and may be delivered to Noteholders at the office of the Paying Agent.

Exchange of Definitive Notes for Global Notes

If issued, Definitive Notes may not be exchanged or transferred for beneficial interests in a Global Note.

Exchange of Definitive Notes for Definitive Notes

If issued, Definitive Notes may be exchanged or transferred by presenting or surrendering such Definitive Notes at the office of the Registrar with a written instrument of transfer in form satisfactory to the Registrar, duly executed by the holder of the Definitive Notes or by its attorney, duly authorized in writing. If the Definitive Notes being exchanged or transferred have restrictive legends, such holder must also provide a written certificate (in the form provided in the Indenture) to the effect that such exchange or transfer will comply with the appropriate transfer restrictions applicable to such Notes. See "*Plan of Distribution*."

In the case of a transfer in part of a Definitive Note, a new Definitive Note in respect of the balance of the principal amount of the Definitive Note not transferred will be delivered to the office of the Registrar.

If a holder of a Definitive Note claims that such Definitive Note has been lost, destroyed or stolen, or if such Definitive Note is mutilated and is surrendered to the office of the relevant Registrar, the Issuer will issue, and the Registrar will authenticate, a replacement Definitive Note if the Issuer's requirements are met. The Issuer may require a holder requesting replacement of a Definitive Note to furnish such security or indemnity as may be required to protect them and any agent from any loss which they may suffer if a Definitive Note is replaced. The Issuer may charge for any expenses incurred by it in replacing a Definitive Note. In case any such mutilated, destroyed, lost or stolen Definitive Note has become or is about to become due and payable, the Issuer, in its discretion, may, instead of issuing a new Definitive Note, pay such Definitive Note.

Methods of Receiving Payments on the Notes

Payments of principal and interest in respect of Notes represented by a Global Note will be made upon presentation or, if no further payment falls to be made in respect of the Notes, against presentation and surrender of such Regulation S Global Certificate to or to the order of a Paying Agent (or such other agent as shall have been notified to the holders of the Global Notes for such purpose).

Distributions of amounts with respect to book-entry interests in the Global Notes held through Euroclear or Clearstream will be credited, to the extent received by a Paying Agent, to the cash accounts of Euroclear or Clearstream participants in accordance with the relevant system's rules and procedures.

Principal of, premium, if any, and interest on any Definitive Notes will be payable at the office or agency of the Paying Agent maintained for such purposes. In addition, interest on Definitive Notes may be paid by check mailed to the person entitled thereto as shown on the register for such Definitive Notes.

Action by Owners of Book Entry Interests

Euroclear and Clearstream have advised us that they will take any action permitted to be taken by a holder of the Notes (including the presentation of the Notes for exchange as described above) only at the direction of one or more participants to whose account the book entry interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount of the Notes as to which such participant or participants has or have given such direction. Euroclear and Clearstream will not exercise any discretion in the granting of consents, waivers or the taking of any other action in respect of the Global Note. However, if there is an Event of Default under the Notes, Euroclear and Clearstream reserve the right to exchange Global Notes for Definitive Notes in certificated form, and to distribute such Definitive Notes to their participants.

CERTAIN FRENCH TAX CONSIDERATIONS

The following is a summary of certain French withholding tax considerations pertaining to the ownership of the Notes by a holder of the Notes that (i) does not hold its Notes in connection with a business or profession conducted through a French permanent establishment or fixed base, (ii) is not a shareholder of the Issuer and (iii) is not related to the Issuer within the meaning of Article 39.12 of the French Tax Code. Comments which are included therein are reported only for information purposes and do not aim at giving a complete analysis of the tax rules that may affect the Issuer of the Notes or the investors.

This summary is based on the provisions of French tax laws and regulations, as in force and applied by the French tax authorities on the date of this Offering Memorandum, all of which are subject to change, possibly with retrospective effect, or to different interpretations. In particular, the tax rates mentioned in this summary may be modified as a result of the adoption of the finance law for 2025. Accordingly, no opinion is expressed herein with regard to any system of law other than the laws of France as applied by French courts as of the date of this Offering Memorandum. Any investor contemplating to acquire the Notes should therefore consult its own tax adviser about the tax consequences that may arise for it as a result of the acquisition, the ownership, the disposal or the redemption of the Notes.

Article 1649 AC of the French Tax Code imposes on financial institutions within the meaning of Article 1 of Decree n° 2016-1683 to review and collect information on their clients and investors, in order to identify their tax residence, as well as to provide certain account information to relevant foreign tax authorities (via the French tax authorities) on an annual basis.

Withholding Taxes on Payments Made Outside France

Payments of interest and assimilated revenues made by the Issuer with respect to the Notes, as applicable, will not be subject to the withholding tax set out under Article 125 A III of the French Tax Code unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French Tax Code (a "**Non-Cooperative State**") other than those States or territories mentioned in 2° of 2 *bis* of the same Article 238-0 A, irrespective of the holder's fiscal domicile or registered headquarters. If such payments are made outside France in a Non-Cooperative State other than those States or territories mentioned in 2° of 2 *bis* of Article 238-0 A of the French Tax Code, a 75% withholding tax is applicable to such payments (subject to certain exceptions and to more favorable provisions of an applicable double tax treaty) by virtue of Article 125 A III of the French Tax Code. The list of Non-Cooperative States is published by a ministerial executive order (*arrêté*) which is updated each year. The list of Non-Cooperative States was last updated on February 16, 2024, and currently includes American Samoa, Anguilla, Antigua and Barbuda, Bahamas, Belize, Fiji, Guam, Palau, Panama, Russia, Samoa, Seychelles, Trinidad and Tobago, the Turks and Caicos Islands, the United States Virgin Islands and Vanuatu. States referred to in Article 238-0 A 2 bis 2° of the FTC, and thus outside of the scope of Article 125 A III of the FTC, are currently American Samoa, Antigua and Barbuda, Belize, Fiji, Guam, Palau, Panama, Russia, Samoa, Trinidad and Tobago and the United States Virgin Islands.

Furthermore, according to the third and fourth paragraphs of Article 238 A of the French Tax Code, interest and assimilated revenues with respect to the Notes will not be deductible from the Issuer's taxable income if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid on an account held in a financial institution established in such a Non-Cooperative State (the "**Deductibility Exclusion**"). Under certain conditions, any such non-deductible interest and assimilated revenues may be re-characterized as constructive dividends pursuant to Articles 109 *et seq.* of the French Tax Code, in which case they may be subject to the withholding tax set out under Article 119 *bis* 2 of the French Tax Code, at (i) the standard corporate income tax rate set forth in the first sentence of the second paragraph of Article 219-I of the French Tax Code which is set at 25% for fiscal years beginning as from January 1, 2022 for payments benefiting legal persons who are not French tax residents, (ii) a rate of 12.8% for payments benefiting individuals who are not French tax residents or (iii) a rate of 75% for payments made outside France in a Non-Cooperative State other than those mentioned in 2° of 2 *bis* of Article 238-0 A of the French Tax Code (in each case subject to certain exceptions and to more favorable provisions of an applicable double tax treaty).

Notwithstanding the foregoing, neither the 75% withholding tax set out under Article 125 A III of the French Tax Code nor, to the extent that the relevant interest and assimilated revenues relate to genuine transactions and are not in an abnormal or exaggerated amount, the Deductibility Exclusion and the related withholding tax set out under Article 119 *bis* 2 of the French Tax Code that may be levied as a result of such Deductibility Exclusion will apply in respect of the Notes if the Issuer can prove that the main purpose and effect of the issue of the Notes was not that of locating the interest and assimilated revenues in a Non-Cooperative State (the "**Exception**").

Pursuant to the administrative guidelines published by the French tax authorities for purposes of applying this legislation (BOI-INT-DG-20-50-30 dated June 14, 2022, § 150 and BOI-INT-DG-20-50-20 dated June 6, 2023, § 290 (the "**BOFIP**")), the Notes will benefit from the Exception without the Issuer having to provide any evidence supporting the main purpose and effect of the issue of the Notes, and accordingly will be able to automatically benefit from the Exception (the "**Safe Harbor**"), if the Notes are:

- offered by means of a public offering within the meaning of Article L.411-1 of the French Monetary and Financial Code for which the publication of a prospectus is mandatory or pursuant to an equivalent offer in a state other than a Non-Cooperative State (for this purpose, an "equivalent offering" means any offering requiring the registration or submission of an offering document by or with a foreign securities market authority); and/or

- admitted to trading on a French or foreign regulated market or multilateral financial instruments trading facility, *provided* that such market or facility is not located in a Non-Cooperative State and that such market is operated by a market operator, an investment services provider, or by such other similar foreign entity that is not located in a Non-Cooperative State; and/or

- admitted, at the time of their issue, to the operations of a central depositary or of a securities delivery and payment systems operator within the meaning of Article L.561-2 of the French Monetary and Financial Code, or of one or more similar foreign depositaries or operators *provided* that such depositary or operator is not located in a Non-Cooperative State.

The Notes issued by the Issuer under this Offering Memorandum qualify as debt securities under French commercial law. Considering that: (i) as of the date of their admission to trading, the Notes will be admitted to trading on the Euro MTF Market in Luxembourg which does not qualify as a Non-Cooperative State and that such market is operated by a market operator which is not located in a Non-Cooperative State and/or (ii) the Notes will be admitted, at the time of their issue, to the operations of a central depositary or of a securities delivery and payment systems operators within the meaning of Article L. 561-2 of the French Monetary and Financial Code which is not located in a Non-Cooperative State, payments made by the Issuer in respect of the Notes to their holders will fall under the Safe Harbor and will thus not be subject to the withholding tax set out under Article 125 A III of the French Tax Code, as construed by the French tax authorities under the BOFIP. Moreover, under the same conditions, pursuant to the BOFIP and to the extent that the relevant interest and other assimilated revenues relate to genuine transactions and are not in an abnormal or exaggerated amount, interest and assimilated revenues paid by the Issuer on the Notes should not be subject to the Deductibility Exclusion and, as a result, should not be subject to the withholding tax set out under Article 119 *bis* 2 of the French Tax Code solely on account of their being paid on an account held in a financial institution established in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

Withholding Taxes on Payments Made to Individuals Fiscally Domiciled in France

Pursuant to Article 125 A I of the French Tax Code, when the paying agent (*établissement payeur*) is established in France and subject to certain exceptions, interest and similar income received by individuals fiscally domiciled (*domiciliés fiscalement*) in France may be subject to a 12.8% withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and solidarity levy) are also levied by way of withholding at an aggregate rate of 17.2% on such interest and similar income received by individuals fiscally domiciled (*domiciliés fiscalement*) in France, subject to certain exceptions.

Taxation on disposal

Pursuant to Article 244 *bis* C of the French Tax Code, beneficial owners of the Notes who are Non-French tax resident holders and who do not hold their Notes in connection with a French permanent establishment or a fixed base should not be subject to income or withholding taxes in France in respect of the gains realized on the sale, exchange, or disposal of the Notes.

Stamp duties

No stamp or registration fee or transfer taxes or similar duties are payable in France in connection with the transfer of the Notes, provided that such transfer is not recorded in a deed registered with the French tax authorities on a voluntary basis.

Certain Other Tax Considerations; Payments by a Guarantor

If a Guarantor makes any payments in respect of interest on the Notes, it is possible that such payments may be subject to withholding tax at applicable rates subject to such relief as may be available under the provisions of any applicable double taxation treaty or to any other exemption which may apply.

Holders may be eligible to receive a gross up from the payer with respect to the amounts withheld, subject to certain exceptions, as described in "*Description of the Notes–Additional Amounts*." Holders of Notes should consult with their tax advisors regarding the tax consequences if a Guarantor makes any payments with respect to the Notes.

LIMITATIONS ON THE VALIDITY AND ENFORCEABILITY OF THE GUARANTEES AND CERTAIN INSOLVENCY LAW CONSIDERATIONS

Limitations on the Validity and Enforceability of the Guarantees

France

The liabilities and obligations of each Guarantor will be subject to:

- certain exceptions, including to the extent of any obligations which would constitute prohibited financial assistance within the meaning of Article L. 225-216 of the French Commercial Code or infringement of the provisions of Articles L. 241-3, L. 242-6 or L. 244-1 of the French Commercial Code; and

- French corporate benefit rules.

Under French financial assistance rules, a company is prohibited from guaranteeing indebtedness of another company that is used, directly or indirectly, for the purpose of the acquisition or the subscription of its own shares by a third party.

Under French corporate benefit rules, a guarantor must receive an actual and adequate benefit from the transaction involving the granting by it of the guarantee, taken as a whole. A court could declare any guarantee unenforceable and, if payment had already been made under the relevant guarantee, require that the recipient return the payment to the relevant guarantor, if it found that these criteria were not fulfilled. The existence of a real and adequate benefit to the guarantor and whether the amounts guaranteed are commensurate with the benefit received are matters of fact as to which French case law provides no clear guidance.

Accordingly, each Guarantee by a Guarantor and the amounts recoverable thereunder will be limited, at any time, to an amount equal to the aggregate of the proceeds of the Notes to the extent directly or indirectly on-lent by the Issuer, or used to refinance any indebtedness previously directly or indirectly on-lent, to such Guarantor or any of its subsidiaries under intercompany loans or similar arrangements and outstanding on the date a payment is requested to be made by such Guarantor under its Guarantee. Any payment made by a Guarantor under its Guarantee in respect of the obligations of any other obligor shall reduce *pro tanto* the outstanding amount of the intercompany loans due by such Guarantor or its subsidiaries under the intercompany loan arrangements referred to above. By virtue of this limitation, a Guarantor's obligation under its Guarantee could be significantly less than amounts payable with respect to the Notes, or a Guarantor may have effectively no obligation under its Guarantee.

No Guarantor will be acting jointly and severally with the Issuer and/or the other Guarantors as regards its obligations.

Fraudulent conveyance

French law contains specific "*action paulienne*" provisions dealing with fraudulent conveyance both in and outside insolvency proceedings. The *action paulienne* offers creditors protection against a decrease in their means of recovery. A legal act performed by a debtor (including, without limitation, an agreement pursuant to which such debtor guarantees the performance of the obligations of a third party or agrees to provide or provides security for any of such debtor's or a third party's obligations, enters into additional agreements benefiting from existing security or any other legal act having similar effect) can be challenged in the context of the insolvency proceedings of the relevant debtor by the creditors' representative (*mandataire judiciaire*), the court-appointed commissioner in charge of overseeing the implementation of the safeguard or reorganization plan (*commissaire à l'exécution du plan*), or any creditor who was prejudiced in its means of recovery as a consequence of the act in or outside insolvency proceedings. Any such legal act may be declared unenforceable against all the creditors of the relevant debtor (if the claim was lodged by the creditors' representative (*mandataire judiciaire*) or the court-appointed commissioner in charge of overseeing the implementation of the safeguard or reorganization plan (*commissaire à l'exécution du plan*)) or the concerned creditor (if the claim was lodged by such creditor) if:

(a) the debtor performed such act without an obligation to do so;

(b) the relevant creditor or (in the case of a claim lodged by the creditors' representative (*mandataire judiciaire*) or the court-appointed commissioner in charge of overseeing the implementation of the safeguard or reorganization plan (*commissaire à l'exécution du plan*)) any creditor was prejudiced in its means of recovery as a consequence of the act; and

(c) at the time the legal act was performed, both the debtor and the counterparty to the transaction knew or should have known that one or more of such debtor's creditors (existing or future) would be prejudiced in their means of recovery (where the legal act was entered into for no consideration (*à titre gratuit*), no such knowledge of the counterparty is necessary).

If a court found that the issuance of the Notes or the granting of a Guarantee involved a fraudulent conveyance that did not qualify for any defense under applicable law, then the issuance of the Notes or the granting of such Guarantee could be:

(a) declared unenforceable against all the creditors if the claim was lodged by the creditors' representative (*mandataire judiciaire*) or the court-appointed commissioner in charge of overseeing the implementation of the safeguard or reorganization plan (*commissaire à l'exécution du plan*) or

(b) declared unenforceable against the creditor who lodged the claim in relation to the relevant act.

As a result of such successful challenges, holders of the Notes may not enjoy the benefit of the Notes, the relevant Guarantee and the value of any consideration that holders of the Notes received with respect to the Notes or the relevant Guarantee could also be subject to recovery from the holders of the Notes and, possibly, from subsequent transferees. In addition, under such circumstances, holders of the Notes might be held liable for any damages incurred by prejudiced creditors of the Issuer or the Guarantors as a result of the fraudulent conveyance.

Spain

The Notes will be guaranteed by certain Guarantors incorporated in Spain (the "**Spanish Guarantors**").

We summarized in this section below certain Spanish legal limitations and considerations that may be relevant to holders as regards the Guarantee granted by the Spanish Guarantors.

General enforcement and validity limitation under Spanish law

In general terms, under Spanish law, any guarantee or security interest must guarantee or secure a primary obligation to which it is ancillary. The primary obligation must be clearly identified in the guarantee or security agreement, and the nullity or termination of the primary obligation entails the nullity or termination of the ancillary guarantee or security interest. Consequently, if the primary obligation is terminated, the ancillary guarantee or security interest will also be deemed null and void. In the event that the guarantor or security provider is able to prove that there are no existing and valid guaranteed or secured obligations, Spanish courts may consider that the guarantor or security provider's obligations under the relevant guarantee or security agreement are not enforceable. In addition, a guarantee or security interest may not be enforced in Spain without having validly accelerated (totally or partially, as applicable) the underlying agreements governing the guaranteed or secured obligations, and may be affected by any amendment, supplement, waiver, repayment, novation or extinction of the secured obligations.

A Spanish court may not accept acceleration (*vencimiento anticipado*) of an agreement if the default were of minimal importance. To be recognized by the Spanish courts as giving rise to the remedy of acceleration, a default must be material. The decision to accelerate an agreement must be based on objective facts and cannot be left to the sole discretion of one party as this would not be permitted by Article 1,256 of the Spanish Civil Code (*Código Civil*).The obligations under the Notes and the Guarantees might not necessarily be enforced in accordance with their respective terms in every circumstance.

Such enforcement is subject to, *inter alios*, the nature of the remedies available in the Spanish Courts, the acceptance by such court of jurisdiction, the discretion of the courts, the power of such courts to stay proceedings, the provisions of the Spanish Civil Procedure Act (*Ley 1/2000, de 7 de enero, de Enjuiciamento Civil*) regarding remedies and enforcement measures available under Spanish law, the provisions of the Spanish Insolvency Act and other principles of law of general application.

In this regard, prospective investors should note and analyze with their own legal advisors any such potential limitations including without limitation the following matters:

(i) Spanish law does not expressly recognize the concept of an indemnity nor the concept of punitive damages. In principle, the legal remedy which will be awarded under Spanish law is compensation for damages (*indemnización de daños*).

In particular, Article 1,152 of the Spanish Civil Code (*Código Civil*) provides that any penalty (*cláusula penal*) agreed by the parties in an agreement will substitute damages (*indemnización de daños*) and the payment of interest (*abono de intereses*) in an event of breach, unless otherwise agreed.

Spanish Courts may modify the penalty agreed on an equitable basis if the debtor has partially or irregularly performed its obligations, unless the penalty (liquidated damages) was aimed at such partial performance (and in any event if it is deemed to be disproportionate according to the good faith principle).

There is doubt as to the enforceability of punitive damages in Spain.

(ii) Where obligations are to be performed in a jurisdiction outside Spain, they may not be enforceable in Spain to the extent that performance would be illegal under the laws of the applicable jurisdiction.

(iii) Spanish law precludes the validity and performance of contractual obligations to be left at the discretion of one of the contracting parties. Therefore, Spanish courts may refuse to uphold and enforce terms and conditions of an agreement giving discretionary authority to one of the contracting parties.

(iv) Spanish law, as applied by the Spanish Supreme Court, precludes an agreement being terminated on the basis of the breach of obligations, undertakings or covenants which are merely ancillary or complementary to the main undertakings foreseen under the relevant agreement (such as payment obligations under financing agreements), and allows Spanish courts not to enforce any such early termination.

(v) Under Spanish law, acts carried out in accordance with the terms of a legal provision whenever said acts seek a result which is forbidden by or contrary to law, shall be deemed to have been executed in circumvention of law (*fraude de ley*) and the provisions whose application was intended to be avoided shall apply.

(vi) A Spanish Court may award damages if the specific performance of an obligation is deemed impracticable.

(vii) A specific performance obligation may not automatically convert in a damages claim.

(viii) A Spanish Court may modify the obligations deriving from contracts in the terms considered necessary in order to restore the balance between the obligations, if unexpected and exceptional circumstances, which were unforeseeable when the contracts were executed.

(ix) In accordance with the general principles of Spanish Civil Procedural laws, the rules of evidence in any judicial proceeding cannot be modified by agreement of the parties. Accordingly, provisions in an agreement in which, certificates, notifications, opinions, determinations or the like by a party are to be deemed to be conclusive would not be upheld by a Spanish court. A determination, designation, calculation or certificate from one party as to any matter provided in the Notes documents might, in certain circumstances, be held by a Spanish court not to be final, conclusive and binding, if it could be shown to have an unreasonable or arbitrary basis or in the event of manifest error despite any provision in the secured documents to the contrary;

(x) It may not be disregarded that the enforcement of a Guarantee or security interest granted by a Spanish Guarantor could require a judgment to be previously rendered in New York and/or any jurisdiction applicable to any secured document declaring the default or acceleration of the secured obligations and the amount due and payable thereunder;

(xi) A certified translation into Spanish by an official translator of any document not executed in Spanish will be required to make such document admissible in evidence before any court in Spain;

(xii) Under Spanish law, claims may become time-barred or may be or become subject to the defenses of set-off or counterclaim, abuse of rights (*abuso de derecho*), misrepresentation, force majeure, unforeseen circumstances, undue influence, duress or error.

Limitations on First Demand Guarantees

Although first demand guarantees are not specifically regulated in the Spanish Civil Code (*Código Civil*), several judgments by the Spanish Supreme Court (*Tribunal Supremo*) have considered them to be valid and effective in some cases. A first demand guarantee is, in general but for some exceptions, an autonomous guarantee, independent and abstract guarantee, subject to a regime of strict unenforceability of exceptions (except those derived from the guarantee itself). Notwithstanding this, certain case law has also admitted, with certain limitations, the possibility that the guarantor may automatically raise the enforceability exception of fraud, bad faith or abuse of right (*abuso de derecho*), provided that it is proven that the beneficiary executes the guarantee fraudulently or in bad faith. Besides, some case law has also admitted that the guarantor can stay the enforcement by showing that there has been no event of default (with the guarantor bearing the burden of proof), usually through a motion for declaratory relief filed by the guarantor.

Corporate benefit

All acts and transactions performed and carried out by a Spanish company must be in pursuit of and aligned with its corporate benefit and interest and, in particular, directors have a duty to act in the best interest of the company, although there is no express mandatory law provision that requires an express and direct corporate benefit. The absence of such corporate benefit and interest may constitute grounds to challenge such acts and transactions. In addition, directors' liability may be triggered. Unlike other jurisdictions, there is no concept of "corporate benefit" expressly regulated under the Spanish Companies Act or any other piece of legislation. Directors of a Spanish company have a duty to act in good faith and in the best interest of the company (*deber de lealtad*). When assessing whether or not directors have acted in the best interest of the Spanish company, only the interest of such Spanish company is taken into account. Accordingly, transactions undertaken for the benefit of the Group may not always be considered consistent with the best interest of the Spanish company.

In the context of upstream and cross-stream guarantees, the Spanish Supreme Court (*Tribunal Supremo*) has ruled that the subsidiary granting the guarantee or security interest to secure the debt of its parent company or other company of its Group should receive some kind of consideration or benefit, either directly or indirectly, to compensate the financial burden assumed in the interest of the Group. This compensation (i) must be verifiable, even if it is not received simultaneously to the granting of the guarantee or security; (ii) must be adequate and proportional to the burden assumed by the relevant company in the interest of its Group; and (iii) must have an economic value. Furthermore, the action undertaken in the interest of the Group shall be justified and shall not put the solvency of the subsidiary at risk.

In addition, Spanish lower courts, particularly Spanish commercial courts (*Juzgados de lo Mercantil*) ruling on insolvency matters, are declaring null or rescinding upstream guarantees by applying the rebuttable presumption of actions detrimental to the estate of an affiliate granting guarantees or security interests in favor of the liabilities incurred by a parent company and/or other companies of its group for the purposes of Article 226 of the Spanish Insolvency Act (i.e. rescission or claw-back of these actions during the 2-year hardening period, as described above), when the obligations guaranteed do not provide for a direct benefit to the Spanish company granting such guarantee or security interest.

Certain decisions by the Spanish Supreme Court (*Tribunal Supremo*) are ruling in favor of the validity and enforceability of such guarantees and security interests to the extent evidence can be given that there is a direct benefit for the Spanish company (not only to the group to which it belongs) (for example, if amounts can be borrowed directly by the company granting the guarantee or security interest or indirectly on-lent or otherwise made available to such company under a intercompany loan agreement, equity contribution or similar arrangement), and some others have also considered any indirect benefits deriving from the enhancement of the financial position of the group of companies to which such company belongs and the granting of parent guarantees, indemnities and comfort letters for which the relevant company obtains most favorable economic and financial conditions under its contractual relationships with suppliers and other counterparties, in accordance with Spanish case law existing as for the construction of the concept of "compensatory advantage" (*ventaja compensatoria*) but always focused on the benefit of the Spanish company (and not only for the group).

However, it cannot be conclusively ensured that further proof of the actual existence of benefits and compensatory advantages would need to be delivered to court, to the insolvency administrator and/or the insolvency court in the event of an insolvency scenario where the claims of the holders of the Notes, particularly as "special privilege claims" may be challenged if the insolvency administrator or other creditors may allege that such corporate benefit did not exist.

Therefore, the Guarantee and security interests (if any) granted by a Spanish Guarantor as security for the Notes issued by a company of the group receiving the financing under the Notes may be considered granted with no appropriate corporate benefit for a Spanish Guarantor and be deemed null and void.

Limitation on claims

Under Spanish law, claims may become time-barred (5 years being the general term established for obligations *in personam* under Article 1,964 of the Spanish Civil Code(*Código Civil*)) or may be or become subject to the defense of set-off or counterclaim.

Court enforceability

The terms "enforceable," "enforceability," "valid," "legal," "binding" and "effective" (or any combination thereof) mean that all of the obligations assumed by the relevant party under the relevant documents are of a type enforced by Spanish courts; the terms do not mean that these obligations will necessarily be enforced in all circumstances in accordance with their terms.

Enforcement before the courts will in any event be subject to:

- the nature of the remedies available in the courts; and
- the availability of defenses such as (without limitation) set-off (unless validly waived), circumvention of law (*fraude de ley*), abuse in the exercise of rights (*abuso de derecho*), misrepresentation, force majeure, unforeseen circumstances, undue influence, duress, abatement and counterclaim.

According to Spanish law, the law governing in rem legal aspects of a pledge is the law applicable in the place of location of the pledged asset (*lex rei sitae*). When the pledged asset is a credit right—such as receivables or intercompany loans—the determination of the *lex rei sitae* is unclear given its lack of physical existence. In these cases, several theories have been construed amongst Spanish scholars so as to determine the *lex rei sitae* (such as domicile of debtor of the credit rights being pledged, domicile of pledgor, law governing the credit right being pledged, etc.). If a judge considered that any of the pledges created over credit rights under the Spanish security documents is governed by the Catalonian Civil Code, then this regulation would govern those pledges instead of the Spanish civil common law, which could determine the challenge of the validity of such pledges.

Financial assistance

The obligations under any guarantee or security granted by a Spanish Guarantor cannot extend to any obligation which, if incurred, would constitute a breach of the Spanish financial assistance rules.

Spanish law prohibits financial assistance: (i) for public limited liability companies (*sociedades anónimas*) in relation to the acquisition of their own shares or the shares of any direct or indirect parent company or refinancing a previous debt incurred for the acquisition of their own shares or the shares of any direct or indirect parent company, and (ii) for private limited liability companies (*sociedades de responsabilidad limitada*), in relation to the acquisition of their own shares and the shares of any member of their corporate group or refinancing a previous debt incurred for the acquisition of their own shares and the shares of any member of their corporate group. Therefore, Spanish law governed guarantees or security interests granted or assumed by subsidiaries incorporated under the laws of Spain shall not extend to any payment obligation incurred for the purpose of acquiring the shares of such Spanish subsidiary or the shares of its direct or indirect parent company or, as applicable, any member of their group, to the extent that such security interest would constitute unlawful financial assistance within the meaning of Articles 143 and 150 of the Spanish Companies Act. This limitation may also apply to the refinancing of acquisition debt, although this is widely debated between scholars. Accordingly, any guarantee or security interest granted by any Spanish subsidiary shall not apply to the extent the proceeds are used to repay existing indebtedness of the Issuer if such existing indebtedness was used for the purposes described above. No whitewash procedures are available. Accordingly, the guarantee granted by any Spanish company will be limited by the amount of the funds that are not used for unlawful financial assistance purposes.

For the purposes of the paragraphs above, a reference to a "parent company" of a Spanish Guarantor shall mean the company which, directly or indirectly, owns the majority of the voting rights of such Spanish Guarantor or that may have a dominant influence on such Spanish Guarantor. It shall be presumed that one company has a dominant influence on another company when (i) any of the scenarios set out in section 1 of article 42 of Royal Decree of 22 August 1885 approving the Spanish Commercial Code (*Real Decreto de 22 de agosto de 1885 por el que se publica el Código de Comercio*) are met; or (ii) at least half plus one of the members of the managing body of the Spanish guarantor are also members of the managing body or top managers (*altos directivos*) of the dominant company or of another company controlled by such dominant company.

Equity restrictions

Under the Spanish Companies Act, Spanish companies (both public limited liability companies (*sociedades anónimas (S.A.)*) and private limited liability companies (*sociedades de responsabilidad limitada (S.L.)*)) may issue and guarantee (or provide security for) numbered series of notes and other securities that recognize or create debt, with certain restrictions applicable to limited liability companies (*sociedades de responsabilidad limitada (S.L.)*). In particular, pursuant to Section 401 of the Spanish Companies Act, the Guarantee provided by a Spanish Guarantor incorporated under the form of limited liability companies (*sociedades de responsabilidad limitada (S.L.)*), is subject to the following restrictions: (a) S.L.s can only issue notes up to an aggregate maximum amount of twice its own equity (*recursos propios*), unless the issue is secured by a mortgage, a pledge of securities, a public guarantee or a joint guarantee from a credit institution, and (b) S.L.s are prohibited to issue or guarantee (or provide security for) notes convertible into quota shares (*participaciones sociales*).

In respect of the restrictions applicable to limited liability companies (*sociedades de responsabilidad limitada (S.L.)*), there is no consistent opinion among scholars and practitioners yet nor case law regarding the interpretation of Section 401 of the Spanish Companies Act in connection with guarantees (i.e., whether the quantitative limit set out above applies).

Trust and security agent structures under Spanish law

Spanish law does not recognize the concepts of "trust" or "security agent" and there is some uncertainty as to whether a Spanish court would recognize the authority of a security agent or trustee (including the Trustee) and whether this would cause delays in the enforcement and the consequences of not being able to enforce the collateral as provided in the relevant security agreements. Although this by itself does not prohibit appointing a security agent and/or a trustee (including the Trustee), the absence of regulation creates uncertainty as to how a Spanish court would recognize a security agent and/or a trustee's actions in an enforcement situation. Some legal scholars argue that a security agent or a trustee (such as the Trustee) would only be entitled to enforce its portion of the secured obligation but not that of the other secured parties. Therefore, validity and enforceability of security interests granted in favor of the secured parties through a security agent and/or a trustee (including the Trustee), and enforcement thereof by a security agent and/or a trustee (including the Trustee), may be subject to a due and express power of attorney granted by each of the secured parties in favor of a security agent and/or a trustee (including the Trustee) for such purpose, duly notarized and legalized (and, if applicable, duly apostilled in accordance with the Hague Convention of October 5, 1961).

Likewise, validity and enforceability of security interests granted in favor of the secured parties through a security agent, in its capacity as joint and several creditor (*acreedor solidario*) of the secured parties, has not been tested before the Spanish courts. Moreover, the structure of joint and several creditor is not expressly contemplated under Spanish law in a situation in which the joint and several creditor does not hold a portion of the secured obligation itself. As a result, the ability of a security agent to represent the Trustee and the holders of the Notes may be challenged.

Further, it is worth noting that there is a risk that the relevant court or notary public before whom any Spanish security interest may eventually be enforced might request both the notarization of the documents from which the relevant obligations arise, and the notarization of each and every one of the transfer certificates regarding each and every transfer of the Notes. Without notarization of the documents from which the relevant obligations arise or the security documents, the secured parties will not have access to the executive summary proceedings (*juicio ejecutivo*) in case of judicial enforcement of the security documents in Spain, having the secured parties to follow necessarily the ordinary judicial proceedings (*juicio ordinario*).

Parallel debt

The concept of "parallel debt" may be questioned under Spanish law and we are not aware of any court precedent where it has been recognized by a Spanish Court.

Capitalization

Under Spanish law there are some provisions on capitalization which have to be taken into account when guarantees are enforced. For example, when the enforcement of the guarantee causes the amount of the relevant Spanish subsidiary net equity (*patrimonio neto*) to fall below half of its share capital, the Spanish subsidiary will need to be wound up (*disolverse*), unless its share capital is increased or decreased in the required amount to reestablish the balance between its net equity and its share capital, and provided that it is not required to declare its insolvency.

In addition, and while this remains a matter debated between Spanish scholars, it is possible that certain defenses available to the Spanish Guarantor relating to corporate benefit, fraudulent conveyance or transfer, voidable preference, capital preservation or thin capitalization may limit the amount guaranteed under the Guarantee by reference to the net assets and share capital of the Spanish Guarantor and the amount secured under the relevant security agreement by reference to the value of the collateral.

Financial Collateral Arrangements

The Directive 2002/47/EC of the European Parliament and of the council of June 6, 2002, on financial collateral arrangements was implemented in Spain by means of the Royal Decree Law 5/2005 ("**RDL 5/2005**") and it implements, among others, the provisions related to the special protection regime for security interests over cash and securities (financial collateral).

However, in order to benefit from the provisions of the RDL 5/2005: (A) the parties to the security documents must be those referred to in Article 4 (mainly public entities, credit entities and financial institutions in accordance with Article 4.5 of the Directive 2006/48/CE of June 14), (B) the object of the security must consist exclusively of (a) cash ─meaning money paid into an account in any currency, (b) securities and other financial instruments as defined in the Spanish securities market regulations and its implementing regulations and any other direct or indirect regulation over them; and (c) credit claims ─meaning pecuniary claims arising out of an agreement whereby a credit institution grants a credit in the form of a loan or a credit to an entity (other than consumers or a micro or small enterprises, in general terms).

Only if a security qualifies as a financial collateral arrangement in accordance with the requirements set out under the RDL 5/2005, the relevant security interest can be enforced by means of direct appropriation and benefit from a simplified enforcement procedure. Otherwise, the security interest shall be enforced through other procedures, such as the judicial proceeding set forth in Articles 681 to 698 of the Spanish Civil Procedure Act (*Ley 1/2000, de 7 de enero, de Enjuiciamento Civil*) or the notarial proceedings in accordance with Article 1,872 of the Spanish Civil Code (*Código Civil*), as complemented by Chapter V of the Title VII of the Notarial Law dated 28 May 1862 (*Ley del Notariado de 28 de mayo de 1862*). In both of the above procedures, the relevant asset is required to be sold by public auction.

If the sale price obtained in the public auction exceeds the outstanding secured amount, the amount exceeding the outstanding secured amount must be delivered to the grantor of the relevant collateral. The judicial or notarial procedure can be a very complex and long process (which might be subject to formalities, granting of judicial powers of attorney, waiting periods, legal notice requirements, valuation of assets, material costs and expenses, etc.) and the result may differ from what was expected or might not be successful.

England and Wales

Challenges to Guarantees

Certain of the Guarantors are organized under the laws of England and Wales (the "**English Guarantors**").

There are circumstances under English insolvency law in which the granting by an English company of security and/or guarantees can be challenged. In most cases, this will only arise if the company is placed into administration or liquidation within a specified period after the granting of the guarantee and/or security. Therefore, if during the specified period an administrator or liquidator is appointed to a company, the administrator or liquidator may challenge the validity of the security or guarantee given by such company. The Issuer cannot be certain that, in the event of the onset of an English Guarantor's English law insolvency proceedings within any of the requisite time periods set forth below, the relevant Guarantee will not be challenged or that a court would uphold the transaction as valid.

Onset of insolvency

The date of the onset of insolvency, for the purposes of transactions at an undervalue and preferences (as discussed below) depends on the insolvency procedure in question.

In an administration, the onset of insolvency is the date on which: (a) the court application for an administration order is issued; (b) the notice of intention to appoint an administrator is filed at court; or (c) otherwise, the date on which the appointment of an administrator takes effect. In a compulsory liquidation, the onset of insolvency is the date the winding-up petition is presented to court, whereas in a voluntary liquidation it is the date the company passes the relevant winding-up resolution. Where liquidation follows administration, the onset of insolvency will be the same as for the initial administration.

Transaction at an undervalue

Under the Insolvency Act 1986 (as amended) (the "**Insolvency Act**"), a liquidator or administrator of an English company can apply to the court for an order to set aside a guarantee (or grant other relief) if such liquidator or administrator believes that the grant of such guarantee constituted a transaction at an undervalue. It can only be a transaction at an undervalue if, at the time of the transaction or as a result of the transaction, the English company is unable to pay its debts or becomes unable to pay its debts (as defined in Section 123 of the Insolvency Act). The transaction can be challenged if the onset of the English company's insolvency is within a period of two years from the date the English company grants the security interest or the guarantee. A transaction may be set aside as a transaction at an undervalue if it involves the company making a gift to a person, the company receiving no consideration or the company receiving consideration of significantly less value, in money or money's worth, than the consideration given by such company. However, a court shall not make an order if it is satisfied that the company entered into the transaction in good faith and for the purpose of carrying on its business and that, at the time it did so, there were reasonable grounds for believing the transaction would benefit the company.

If the court determines that the transaction was a transaction at an undervalue, the court can make such order as it thinks fit to restore the company to the position it would have been in if the transaction had not been entered into, which may include reducing payments under the Notes or setting aside the Guarantees. An order by the court for a transaction at an undervalue may affect the property of, or impose any obligation on, any person whether or not they are the person with whom the company entered into the transaction, but such an order will not prejudice any interest in property which was acquired from a person other than the company in good faith and for value or prejudice any interest deriving from such an interest, and will not require a person who received a benefit from the transaction in good faith and for value to pay a sum to the liquidator or administrator of the company, except where the person was a party to the transaction.

In any proceedings, it is for the administrator or liquidator to demonstrate that the English company was unable to pay its debts unless a beneficiary of the transaction was a connected person (as defined in the Insolvency Act), in which case there is a presumption of insolvency and the connected person must demonstrate that the company was not unable to pay its debts at the time of the transaction or became unable to do so as a consequence of the transaction.

Preference

Under the Insolvency Act, a liquidator or administrator of an English company can apply to the court for an order to set aside the grant of a guarantee (or grant other relief) if such liquidator or administrator believes that the creation of such guarantee constituted a preference. It can only be a preference if, at the time of the transaction or as a result of the transaction, the English company is unable to pay its debts or becomes unable to pay its debts (as defined in Section 123 of the Insolvency Act). The transaction can be challenged if the English company enters into insolvency within a period of six months (if the beneficiary of the guarantee is not a connected person) or two years (if the beneficiary is a connected person, except where such beneficiary is a connected person by reason only of being the company's employee) from the date the English company grants the guarantee. A transaction may constitute a preference if it has the effect of putting a creditor of the English company (or a surety or guarantor for any of the company's debts or liabilities) in a better position (in the event of the company going into insolvent liquidation) than such creditor, guarantor or surety would otherwise have been in had that transaction not been entered into.

If the court determines that the transaction was a preference, the court can make such order as it sees fit to restore the company to the position it would have been in if that preference had not been given, which could include reducing payments under the Notes or setting aside the Guarantees. An order by the court for a preference may affect the property of, or impose any obligation on, any person whether or not they are the person to whom the preference was given, but such an order will not prejudice any interest in property which was acquired from a person other than the company in good faith and for value or prejudice any interest deriving from such an interest, and will not require a person who received a benefit from the preference in good faith and for value to pay a sum to the liquidator or administrator of the company, except where the payment is to be in respect of a preference given to that person at a time when they were a creditor of the company.

However, for the court to determine that a transaction is a preference, it must be shown that the English company was influenced by a desire to produce the preferential effect. This is a subjective test. In any proceedings, it is for the administrator or liquidator to demonstrate that the English company was unable to pay its debts at the relevant time and that the company was influenced by a desire to produce the preferential effect, unless the beneficiary of the transaction was a connected person (except where such beneficiary is a connected person by reason only of being the company's employee), in which case there is a presumption that the company was influenced by a desire to produce the preferential effect and the connected person must demonstrate in such proceedings that there was no such influence.

Transaction defrauding creditors

Under the Insolvency Act, where it can be shown that a transaction was entered into at an undervalue and was made for the substantial purpose of putting assets beyond the reach of a person who is making, or may make, a claim against a company, or to otherwise prejudice the interests of a person in relation to a claim which that person is making or may make, the transaction may be set aside by the court as a transaction defrauding creditors. This provision may be used by any person who claims to be a "victim" of the transaction (with leave of the court if the company is in liquidation or administration), and is not therefore limited to liquidators or administrators or to companies that are in liquidation or administration. There is no statutory time limit within which the challenge must be made (subject to the normal statutory limitation periods) and the relevant company does not need to be insolvent at the time of, or as a result of, the transaction. If the court determines that the transaction was a transaction defrauding creditors, the court can make such order as it thinks fit to restore the position to what it would have been if the transaction had not been entered into and to protect the interests of the victims of the transaction, which may include reducing payments due under the Notes or setting aside security interests or guarantees. The relevant court order may affect the property of, or impose any obligation on, any person whether or not they are the person with whom the transaction was entered into. However, such an order will not prejudice any interest in property which was acquired from a person other than the debtor company in good faith, for value and without notice of the relevant circumstances, and will not require a person who received a benefit from such transaction in good faith, for value and without notice of the relevant circumstances to pay any sum to the liquidator or administrator of the company unless such person was a party to the transaction.

Extortionate credit transaction

An administrator or a liquidator can apply to court to set aside an extortionate credit transaction. The court can review extortionate credit transactions entered into by an English Guarantor up to three years before the day on which the English Guarantor entered into administration or went into liquidation. A transaction is "extortionate" if, having regard to the risk accepted by the person providing the credit, the terms of it are (or were) such as to require grossly exorbitant payments to be made (whether unconditionally or in certain contingencies) in respect of the provision of the credit or it otherwise grossly contravened ordinary principles of fair dealing. The court can make an order in relation to an extortionate credit transaction which may set aside, either in whole or in part, any obligation created by the transaction (which could include obligations of guarantors). It may also vary the terms of the transaction or the terms of any security for the purposes of the transaction. The court may require any party to the transaction to repay to the liquidator or administrator sums already paid under the transaction and it may order the surrender of any security held for the purpose of the transaction. It should be noted that there are no provisions for the protection of third parties who acquire interests in the extortionate credit transaction (e.g. assignees of the benefit of the transaction from the person who provided credit under it).

Foreign currency

Under English insolvency law, where creditors are asked to submit formal proofs of claim for their debts, the office-holder will convert all foreign currency denominated proofs of debt into pound sterling at a single rate for each currency determined by the office-holder by reference to the exchange rates prevailing on the relevant date.

This provision overrides any agreement between the parties. If a creditor considers the rate to be unreasonable, they may apply to the court.

Accordingly, in the event that an English Guarantor goes into liquidation or administration, holders of the Notes may be subject to exchange rate risk between the date on which such English Guarantor goes into liquidation or administration and receipt of any amounts to which such holders of the Notes may become entitled. Any losses resulting from currency fluctuations are not recoverable from the insolvent estate.

Post-petition interest

Any interest accruing under or in respect of amounts due under the Notes or the Guarantees in respect of any period after the commencement of administration or liquidation proceedings would only be recoverable by the Noteholders from any surplus remaining after payment of all other debts proved in the proceedings of the relevant English Guarantor and accrued and unpaid interest on those debts up to the date of the commencement of the proceedings *provided* that such interest may, if there are sufficient realizations from the secured assets, be discharged out of such security recoveries.

Limitation on enforcement

The grant of a Guarantee by an English Guarantor in respect of the obligations of another group company must satisfy certain legal requirements. Among other requirements, such a transaction must be allowed by the respective company's memorandum and articles of association. To the extent that the above do not allow such an action, there is the risk that the grant of the guarantee and the subsequent security can be found to be void and the respective creditor's rights unenforceable. Some comfort may be obtained for third parties if they are dealing with an English Guarantor in good faith; however, the relevant legislation is not without difficulties in its interpretation. Further, corporate benefit must be established for each English Guarantor in question with respect to its entry into the proposed transaction. Section 172 of the Companies Act 2006 provides that a director must act in a way that he considers, in good faith, would be most likely to promote the success of the English Guarantor for the benefit of its members as a whole. If the directors enter into a transaction where there is no or insufficient commercial benefit, they may be found as abusing their powers as directors and such a transaction may be vulnerable to being set aside by a court. Section 172(3) of the Companies Act 2006 additionally provides that, in certain circumstances, the directors need to consider or act in the interests of the creditors of the company. While the statutory provisions do not prescribe when this shift arises, the English courts have held that the shift takes place the company in question is either insolvent or is bordering on insolvency, or an insolvent liquidation or administration is "probable".

Guarantees granted by the English Guarantors may also be subject to potential limitations to the extent they would result in unlawful financial assistance contrary to English company law.

Certain Insolvency Law Considerations

European Union

EU Insolvency Regulation

The Issuer and certain Guarantors are organized under the laws of France and Spain, each a Member State of the European Union.

Regulation (EU) 2015/848 of the European Parliament and of the Council of May 20, 2015 on insolvency proceedings (recast), as amended, in particular by Regulation (EU) 2018/946 of the European Parliament and of the Council of July 4, 2018, published in the Official Gazette of the European Union on July 6, 2018 (the "**EU Insolvency Regulation**") was published in the Official Gazette of the European Union on June 5, 2015 and applies to insolvencies which commenced after June 26, 2017 (subject to certain exceptions).

The EU Insolvency Regulation applies within the European Union (other than Denmark), to public collective insolvency proceedings as defined therein and listed in its Annex A. It provides that the courts of the Member State in which a debtor's "center of main interests" (as that term is used in Article 3(1) of the EU Insolvency Regulation) is situated have jurisdiction to commence main insolvency proceedings relating to such debtor. The determination of where a debtor has its center of main interests is a question of fact on which the courts of the different Member States may have differing and even conflicting views.

Pursuant to Article 4 of the EU Insolvency Regulation, a court requested to open insolvency proceedings is required to examine whether it has jurisdiction pursuant to Article 3 and, pursuant to Article 5, such court decision may be challenged by the debtor or any creditor on grounds of international jurisdiction.

Article 3(1) of the EU Insolvency Regulation provides that the center of main interests, or "**COMI**", of a "debtor shall be the place where the debtor conducts the administration of its interests on a regular basis and which is ascertainable by third parties". It sets forth, as explained by Recital (30), a rebuttable presumption that a debtor has its COMI in the Member State in which it has its registered office in the absence of proof to the contrary. This presumption shall only apply if the registered office of the legal person has not been moved to another Member State within the 3-month period prior to the request for the opening of insolvency proceedings (for these purposes, under Spanish law, if the place of incorporation of the debtor has changed during the six months prior to the insolvency declaration, such change shall not be taken into account). Recital (30) provides that it should be possible to rebut this presumption if a debtor's central administration is located in a Member State other than that of its registered office and a comprehensive assessment of all the relevant factors establishes, in a manner that is ascertainable by third parties, that the debtor's actual center of management and supervision and the management of its interests is located in that other Member State. Under the previous EU insolvency regulation (Council Regulation (EC) 1346/2000 of May 29, 2000), which defined the COMI in similar terms, the courts have considered a number of factors in determining a debtor's COMI, including in particular where board meetings are held, the location where the debtor conducts most of its business or has its head office and the location where most of the debtor's creditors are established. It should also be noted that a limited number of final decisions have been taken in cases that have been brought before the European Court of Justice in relation to questions of interpretation or the effects of the EU Insolvency Regulation throughout the European Union. Furthermore, "centre of main interests" is not a static concept and may change from time to time.

If a debtor's COMI (at the time of the request to open insolvency proceedings) is and will remain located in the Member State (other than Denmark) in which it has its registered office, the main insolvency proceedings in respect of the debtor under the EU Insolvency Regulation would be commenced in such jurisdiction and accordingly a court in such jurisdiction would be entitled to commence the types of insolvency proceedings referred to in Annex A to the EU Insolvency Regulation. Insolvency proceedings commenced in one Member State under the EU Insolvency Regulation are to be recognized in the other EU Member States (other than Denmark), although secondary proceedings may be commenced in another Member State.

If a debtor's COMI is in a Member State (other than Denmark), under Article 3(2) of the EU Insolvency Regulation, the courts of another Member State (other than Denmark) have jurisdiction to commence secondary (territorial) insolvency proceedings against that debtor only if such debtor has an "establishment" (within the meaning and as defined in Article 2(10) of the EU Insolvency Regulation) in the territory of such other Member State or had an establishment in such EU Member State in the 3-month period prior to the request for commencement of main insolvency proceedings. An "establishment" is defined to mean "any place of operations where the debtor carries out or has carried out in the 3-month period prior to the request to commence main insolvency proceedings a non-transitory economic activity with human means and assets".

When main proceedings have been commenced in the Member State in which the debtor has its COMI, any proceedings commenced subsequently in another Member State in which the debtor has an establishment shall be secondary insolvency proceedings. The effects of such secondary proceedings are restricted to the assets of the debtor situated in the territory of such other Member State. When main proceedings in the Member State in which the debtor has its COMI have not yet been commenced, pursuant to Article 3 (4) of the EU Insolvency Regulation, territorial insolvency proceedings may only be commenced in another Member State where the debtor has an establishment where either (a) insolvency proceedings cannot be commenced in the Member State in which the debtor's COMI is situated under that Member State's law; or (b) the territorial insolvency proceedings are commenced at the request of (i) a creditor whose claim arises from or is in connection with the operation of an establishment situated within the territory of the Member State where the commencement of territorial proceedings is requested or (ii) a public authority that has the right to make such a request under the law of the Member State in which the establishment is located. Irrespective of whether the insolvency proceedings are main, secondary or territorial insolvency proceedings, such proceedings will, subject to certain exceptions, be governed by the *lex fori concursus*, (i.e., the local insolvency law of the court that has assumed jurisdiction over the insolvency proceedings of the debtor). Furthermore, pursuant to Article 6 of the EU Insolvency Regulation, the courts of the Member State within the territory of which insolvency proceedings have been opened in accordance with its Article 3 shall have jurisdiction for any action that derives directly from the insolvency proceedings and is closely linked with them, such as avoidance actions.

The commencement of insolvency proceedings in a Member State pursuant to the EU Insolvency Regulation shall not affect the rights in rem of creditors or third parties in respect of tangible or intangible, moveable or immoveable assets, both specific assets and collections of indefinite assets as a whole that change from time to time, belonging to the debtor that are situated within the territory of another Member State at the time of the opening of proceedings. Rights in rem include:

(i) the right to dispose of assets or have them disposed of and to obtain satisfaction from the proceeds of or income from those assets, in particular by virtue of a lien or a mortgage;

(ii) the exclusive right to have a claim met, in particular a right guaranteed by a lien in respect of the claim or by assignment of the claim by way of a guarantee;

(iii) the right to demand assets from, and/or to require restitution by, anyone having possession or use of them contrary to the wishes of the party so entitled; and

(iv) a right in rem to the beneficial use of assets.

The courts of all Member States (other than Denmark) must recognize the judgment of the court commencing main proceedings that will be given the same effect in the other Member States so long as no secondary proceedings have been commenced there. Pursuant to Article 21 of the EU Insolvency Regulation, the insolvency officeholder appointed by a court in a Member State that has jurisdiction to commence main proceedings (because the debtor's COMI is located there) may exercise the powers conferred on him by the laws of that Member State in another Member State (such as to remove assets of the debtor from that other Member State) subject to certain limitations, as long as no insolvency proceedings have been commenced in that other Member State or no preservation measures have been taken to the contrary further to a request to commence insolvency proceedings in that other Member State where the debtor has assets.

However, under Article 36 of the EU Insolvency Regulation, the insolvency practitioner in the main insolvency proceedings may attempt to avoid the opening of secondary insolvency proceedings in another Member State by giving a unilateral undertaking in respect of the assets located in the Member State in which secondary insolvency proceedings could be opened that the distribution of those assets or of the proceeds received as a result of their realization, will comply with the distribution and priority rights that would apply under the relevant national law if secondary insolvency proceedings were opened in such other Member State. Such undertaking must be made in writing and is subject to approval by a qualified majority of known local creditors, determined in accordance with the local law of such other Member State. If approved, the undertaking is binding on the insolvency estate and if a court is requested to open secondary insolvency proceedings, it shall, at the request of the insolvency practitioner in the main insolvency proceedings, refuse to open such proceedings if it is satisfied that the undertaking adequately protects the general interests of local creditors.

Additionally, under Article 38 of the EU Insolvency Regulation, where a temporary stay of individual enforcement proceedings has been granted in order to allow for negotiations between a debtor and its creditors, the court, at the request of the debtor or of the insolvency practitioner in the main insolvency proceedings, may stay the opening of secondary insolvency proceedings for a period not exceeding three months, *provided* that suitable measures are in place to protect the interests of local creditors.

Under Article 46 of the EU Insolvency Regulation, the court that opened the secondary insolvency proceedings will also stay the process of realization of assets in whole or in part upon receipt of a request from the insolvency practitioner in the main insolvency proceedings, for a period of up to three months, unless such a request is manifestly of no interest to the creditors in the main insolvency proceedings. Such stay may be continued or renewed for similar periods. When the court stays the process of realization of the assets, the court may require the insolvency practitioner in the main insolvency proceedings to take any suitable measure to guarantee the interests of the creditors in the secondary insolvency proceedings and of individual classes of creditors.

The EU Insolvency Regulation provides:

(i) for cooperation and communication between insolvency practitioners of the main insolvency proceedings and of the secondary insolvency proceedings and, in order to facilitate the coordination of main, territorial and secondary insolvency proceedings concerning the same debtor for cooperation and communication between (i) courts and (ii) insolvency practitioners and courts;

(ii) for specific cooperation, communication and coordination measures in order to ensure the efficient administration of insolvency proceedings relating to different companies forming part of the same group;

(iii) that the Member States shall establish and maintain a register of insolvency proceedings; and

(iv) that the European Commission shall establish a decentralized system for the interconnection of such insolvency registers.

Following the United Kingdom's departure from the EU on January 31, 2020 and the expiry of the subsequent transition period (the "**Transition Period**") on December 31, 2020, in accordance with EUWA (as amended by the *European Union (Withdrawal Agreement) Act 2020*) EU legislation converts directly applicable EU law (which includes regulations) as it stood at the end of the Transition Period into UK domestic law, subject to a number of amendments. The *Insolvency (Amendment) (EU Exit) Regulations 2019 (SI 2019/146)* set out a number of amendments to be made to both EU insolvency laws previously directly applicable in the UK and domestic UK insolvency law including the EU Insolvency Regulation. As the *EU UK Trade and Cooperation Agreement* does not include a replacement regime for the automatic recognition of UK insolvency procedures across the EU and vice versa, cross-border insolvencies involving the UK and one or more EU member states will be subject to a degree of uncertainty and increased complexity. In the absence of an agreement allowing automatic recognition, it will be harder for UK office holders and UK restructuring and insolvency proceedings to be recognized in EU member states and to effectively deal with assets located in EU member states. Much will then depend upon the private international law rules in the particular EU member state and the need may well arise to open parallel proceedings, increasing the element of risk as well as costs. In particular, in cases where the appointment of a UK office holder has been made in reliance on a UK domestic approach rather than the COMI rules, it is much less certain that there will be recognition in the relevant EU member state.

EU Directive on preventive restructuring frameworks

The EU directive 2019/1023 of the European Parliament and the Council of June 20, 2019 on preventive restructuring frameworks, on discharge of debt and disqualifications, and on measures to increase the efficiency of procedures concerning restructuring, insolvency and discharge of debt, and amending Directive (EU) 2017/1132 (Directive on restructuring and insolvency) (the **"EU Restructuring Directive**") was published on June 26, 2019.

The objectives of the EU Restructuring Directive are to ensure that (i) viable enterprises and entrepreneurs that are in financial difficulties have access to effective national preventive restructuring frameworks that enable them to continue operating, (ii) honest insolvent or over-indebted entrepreneurs (i.e., individuals) can benefit from a full discharge of debt after a reasonable period of time, thereby affording them a second chance and (iii) the effectiveness of procedures concerning restructuring, insolvency and discharge of debt is improved, in particular with a view to shortening their length.

The EU Restructuring Directive aims to achieve a higher degree of harmonization in the field of restructuring, insolvency, discharge of debt and disqualifications by establishing substantive minimum standards for preventive restructuring procedures as well as for procedures leading to a discharge of debt for entrepreneurs in order to promote a culture that encourages early preventive restructuring to address financial difficulties at an early stage, when it appears likely that insolvency can be prevented and the viability of the business can be ensured. Most notably, the EU Restructuring Directive provides for a framework pursuant to which (a) a stay of individual enforcement actions by creditors against debtors must be introduced by Member States national legislation, (b) all creditor claims shall be grouped into separate classes each of which shall reflect a commonality of interests (at a minimum, creditors of secured and unsecured claims shall be treated in separate classes), (c) creditor claims may be restructured in a restructuring plan by majority vote with a majority of not more than 75% of the amount of the claims in each class and, where the Member State so requires, a majority in number of affected parties in each class and (d) a cross-class cram-down is introduced whereby a restructuring plan may, under certain conditions, be adopted and bind dissenting creditors even if the creditors of one or more classes do not consent to the restructuring plan with the required majority. In order to be adopted the plan will have to be confirmed by a judicial or administrative authority that will in particular ensure the protection of each type of creditors' rights and compliance with the priority rules governing the adoption of the plan. The transposition of the Restructuring Directive into national legislation shall protect new financing and interim financing and may also provide priority ranking to new or interim financing granted in the context of the restructuring.

In order to transpose the EU Restructuring Directive into French law, the French government issued:

(i) on September 15, 2021, ordinance no. 2021-1193 (the "**2021 Ordinance**"), effective as from October 1st, 2021 in respect only (with limited exceptions) of preventive and insolvency proceedings opened as of such date; and

(ii) on September 23, 2021, decree no. 2021-1218 (the "**2021 Decree**") for the implementation of the 2021 Ordinance.

The following is a general discussion of preventive and insolvency proceedings governed by French law, as amended by the 2021 Ordinance and the 2021 Decree, for informational purposes only and does not address all the French legal considerations that may be relevant to holders of the Notes.

France

Insolvency

We conduct part of our business activity in France and, to the extent that the registered office of any member of the Group (such as the French Guarantors or the Issuer) or its main center of interests within the meaning of Article R. 600-1 of the French Commercial Code is deemed to be in France, it could be subject to French court-assisted proceedings affecting creditors, i.e., *mandat ad hoc* or *conciliation* proceedings (which do not fall within the scope of the EU Insolvency Regulation). In addition, to the extent that (i) its COMI is deemed to be in France or it has an establishment in France or, (ii) in cases where the EU Insolvency Regulation does not apply, its registered office or its main center of interests within the meaning of Article R. 600-1 of the French Commercial Code, is deemed to be in France, it could also be subject to French court-administered proceedings affecting creditors, i.e., either safeguard proceedings and accelerated safeguard proceedings (*procedure de sauvegarde* and *procedure de sauvegarde accélérée*), judicial reorganization proceedings (*procedure de redressement judiciaire*) or judicial liquidation proceedings (*procedure de liquidation judiciaire*).

Annex A of the EU Insolvency Regulation lists safeguard, accelerated safeguard, judicial reorganization and judicial liquidation proceedings as insolvency proceedings within the meaning of the EU Insolvency Regulation. Any company of our Group having its COMI in France could be subject to French main insolvency proceedings within the meaning of the EU Insolvency Regulation and any company of our Group having an establishment in France and its COMI in another EU Member State (other than Denmark) could be subject to French secondary insolvency proceedings within the meaning of the EU Insolvency Regulation. Annex A of the EU Insolvency Regulation also lists accelerated financial safeguard proceedings as insolvency proceedings but accelerated financial safeguard proceedings no longer have a separate existence under French law as they have been merged into accelerated safeguard proceedings as of October 1st, 2021 (save for proceedings commenced before this date) by the 2021 Ordinance.

Specialized courts exist for (i) conciliation or court-administered proceedings with respect to debtors that meet or exceed (on a stand-alone basis or together with the companies under their control) (x) 20 million euros in net turnover and 250 employees or (y) 40 million euros in net turnover, (ii) commencement of proceedings with respect to which the court's international jurisdiction results from the application of the EU Insolvency Regulation or (iii) in cases where the EU Insolvency Regulation does not apply, from the debtor having its main center of interests within the jurisdiction of such specialized courts.

In addition, the French court that commences preventive or insolvency proceedings with respect to the member of a corporate group has jurisdiction over all the other members of the group (subject to French courts having international jurisdiction with respect to such entities, in accordance with the rules outlined above and to specific control thresholds). Accordingly, a court can supervise the insolvency proceedings of the whole group and may, for this purpose, appoint the same administrator (*administrateur judiciaire*) and creditors representative (*mandataire judiciaire*) for all proceedings in respect of members of the group.

In general, French insolvency legislation favors the continuation of a business and protection of employment over the payment of creditors and could limit your ability to enforce your rights under the Notes or the Note Guarantees granted by the French Guarantors and corresponding security interests.

Grace periods

In addition to insolvency laws discussed below, you could, like any other creditors, be subject to Article 1343-5 of the French Civil Code.

Pursuant to the provisions of this Article, French courts may, in any civil or commercial proceedings involving the debtor, whether initiated by the debtor or the creditor, taking into account the debtor's financial position and the creditor's needs, defer or otherwise reschedule over a maximum period of two years the payment dates of payment obligations that are due and decide that any amounts, the payment date of which is thus deferred or rescheduled, will bear interest at a rate that is lower than the contractual rate (but not lower than the legal rate, as published semi-annually by the French government) or that payments made shall first be allocated to repayment of principal. A court order made under Article 1343-5 of the French Civil Code will suspend any pending enforcement measures initiated by creditors, and any contractual default interest or penalty for late payment will not accrue or be due during the grace periods ordered by the relevant judge.

If the debtor is engaged in conciliation proceedings or has reached a conciliation agreement that is in the course of being executed, special rules apply to the grant of grace periods (see section "*Court-Assisted Proceedings*" below).

Insolvency Test

Under French law, a debtor is considered to be insolvent (*en état de cessation des paiements*) when it is unable to pay its due debts (*passif exigible*) with its immediately available assets (*actif disponible*) taking into account available credit lines, existing debt rescheduling agreements and moratoria.

The date of insolvency is generally deemed to be the date of the court order commencing the judicial reorganization or judicial liquidation proceedings, unless the court sets an earlier date, which may be carried back up to 18 months before the date of such court order. Except for fraud, the date of insolvency may not be fixed at an earlier date than the date of the final court decision that approved an agreement (*homologation*) in the context of conciliation proceedings. The date of insolvency marks the beginning of the hardening period (*période suspecte*) (see section "*Hardening Period*" below).

Court-Assisted Proceedings

A French debtor facing difficulties may in certain conditions request the commencement of court-assisted proceedings (*mandat ad hoc or conciliation*), the aim of which is to reach an agreement with the debtor's main creditors and stakeholders e.g., an agreement to reduce or reschedule its indebtedness.

Mandat ad hoc proceedings may only be initiated by the debtor itself, in its sole discretion. In practice, *mandat ad hoc* proceedings are used by debtors that are facing any type of difficulties but are not insolvent (see section *"Insolvency test*" above). The proceedings are informal and confidential by law (save for the disclosure of the court decision appointing the *mandataire ad hoc* to the statutory auditors, if any). They are carried out under the aegis of a court-appointed *mandataire ad hoc*, whose name may be suggested by the debtor itself, under the supervision of the president of the court. The proceedings are not limited in time. The duties of the *mandataire ad hoc* are determined by the president of the competent court that appoints him or her, usually to facilitate negotiations with creditors and others stakeholders. Any agreement between the debtor and its creditors will be negotiated on a purely consensual and voluntary basis: those creditors not willing to take part cannot be bound by the agreement nor forced to accept it. *Mandat ad hoc* proceedings do not automatically stay any pending proceedings and creditors are not barred from taking legal action against the debtor to recover their claims but those that have accepted to take part in the proceedings usually also accept to abstain from such action while they are ongoing. In any event, the debtor retains the right to petition the relevant judge for a grace period under Article 1343-5 of the French Civil Code (see section "*Grace periods*" above). The agreement reached is reported to the president of the court but is not formally approved by it.

Conciliation proceedings may only be initiated by the debtor itself if it faces actual or foreseeable difficulties of a legal, economic or financial nature and is not insolvent (see section *"Insolvency Test*" above) or has not been insolvent for more than 45 calendar days. The proceedings are confidential by law (save for the disclosure of the court decision commencing the proceedings to the statutory auditors, if any). They are carried out under the aegis of a court-appointed conciliator (*conciliateur*), whose name may be suggested by the debtor itself, under the supervision of the president of the court. The proceedings may last up to five months (after an initial period of a maximum of four months, upon request of the conciliator, the president of the competent court may extend the conciliation period up to the absolute maximum of five months). In case the debtor intends to have the conciliation agreement approved (*homologué*) or acknowledged (*constaté*), its request must be filed by the end of this five-month period, even though the hearing can take place afterwards, in which case the conciliation period will be extended until the decision of the president of the court or the court itself.

The duties of the conciliator are to assist the debtor in negotiating an agreement with all or part of its creditors and/or other stakeholders that puts an end to its difficulties, e.g., providing for the restructuring of its indebtedness. Any agreement between the debtor and its creditors/stakeholders will be negotiated on a purely consensual and voluntary basis: those creditors not willing to take part cannot be bound by the agreement nor forced to accept it. Conciliation proceedings do not automatically stay any pending proceedings and creditors are not barred from taking legal action against the debtor to recover their claims but those that have accepted to take part in the proceedings usually accept not to do so for their duration. Creditors may not request the opening of insolvency proceedings (judicial reorganization or judicial liquidation proceedings) against the debtor for the duration of the conciliation proceedings.

Pursuant to Article L. 611-7 of the French Commercial Code, during the conciliation proceedings, the debtor retains the right to petition the judge that commenced them for a grace period in accordance with Article 1343-5 of the French Civil Code (see section *"Grace periods*" above) if a creditor has formally put the debtor on notice to pay, is suing for payment, or does not accept, by the deadline set by the conciliator, a request to stay payment of its claim. In the latter case, the judge may, for the duration of the conciliation proceedings, order the postponement or the rescheduling of the creditor's claims that have not yet fallen due. A joint-debtor and a third party that had previously granted credit support (a guarantee or security interest) with respect to the debtor's obligations may benefit from grace periods so granted by the judge.

The *conciliation* agreement reached between the parties may be acknowledged by the president of the Commercial Court at the request of the parties, which makes the agreement enforceable without further recourse to a judge (*force exécutoire*), but the conciliation proceedings remain confidential.

Alternatively, the conciliation agreement may be approved by the Commercial Court at the request of the debtor - following a hearing held for that purpose to which the works council or employee representatives, as the case may be, must be convened – if:

(i) the debtor is not insolvent or the conciliation agreement has the effect of putting an end to the debtor's insolvency;

(ii) the terms of the conciliation agreement ensure the continuation of the business as a going-concern; and

(iii) the conciliation agreement does not impair the rights of the non-signatory creditors.

Such approval will have the same effect as its acknowledgment (*constatation*) as described above and, in addition:

(i) the decision of approval by the relevant civil or commercial court, which should only disclose the amount of any *Conciliation* Lien (see below) and the guarantees and security interests granted to secure the same, will be public but the agreement itself should otherwise remain confidential except vis-à-vis the works council or employee representatives that are informed of the content of the conciliation agreement and may have access to the full conciliation agreement at the clerk's office (*greffe*) of the court;

(ii) persons that, in the context of the conciliation proceedings, provide new money, goods or services designed to ensure the continuation of the business of the debtor (other than shareholders providing new equity in the context of a capital increase) will enjoy a priority of payment over all pre-commencement and post-commencement claims (subject to certain exceptions including with respect to certain pre-commencement or post-commencement employment claims and procedural costs) (the "**Conciliation Lien**"), in the event of subsequent safeguard proceedings, judicial reorganization proceedings or judicial liquidation proceedings;

(iii) in the event of subsequent safeguard, accelerated safeguard, judicial reorganization or judicial liquidation proceedings, the claims benefiting from the Conciliation Lien may not, without their holders' consent, be rescheduled or written off by a safeguard or a reorganization plan (although such claims will not be paid before the safeguard or reorganization plan is adopted), not even through a cram-down or a cross-class cram-down (in the event that classes of affected parties are formed);

(iv) when the debtor is submitted to statutory auditing, the conciliation agreement is communicated to its statutory auditors; and

(v) in the event of subsequent judicial reorganization proceedings or judicial liquidation proceedings, the date of occurrence of the insolvency (see section "*Insolvency test*" above), and therefore the starting date of the hardening period (as defined below - see section "*Hardening Period*" below), cannot be set by the court as of a date earlier than the date of the approval of the agreement by the court (except in case of fraud).

Whether the conciliation agreement is acknowledged or approved, the president of the court or the court (depending on whether the agreement was acknowledged or approved) may, at the request of the debtor, appoint the conciliator to monitor the implementation of the agreement (*mandataire à l'exécution de l'accord*) during its execution and, while the agreement is in force:

(i) interest accruing on the claims that are the subject to the conciliation agreement may not be compounded;

(ii) in accordance with Article L. 611-10-1 of the French Commercial Code, the debtor retains the right, during the performance period of a conciliation agreement, to petition the judge that commenced the conciliation proceedings to impose grace periods on creditors who were asked to participate in the conciliation proceedings (other than the tax and social security administrations) and have formally put the debtor on notice to pay or are suing the debtor for payment of claims that were not dealt with in the conciliation agreement, such decision being taken after hearing the conciliator if he/she has been appointed to monitor the implementation of the agreement and, taking into account the conditions of its performance; and

(iii) in accordance with Article L. 611-10-2 of the French Commercial Code, a joint-debtor and a third party that had previously granted credit support (a guarantee or security interest) with respect to the debtor's obligations may benefit from the provisions of the conciliation agreement as well as from grace periods granted to the debtor during the execution of the conciliation agreement pursuant to Article L. 611-10-1 of the French Commercial Code mentioned above.

If the debtor breaches the terms of the conciliation agreement, any party to it may petition the president of the court or the court (depending on whether the agreement was acknowledged or approved) for its termination. Termination will however not extend to the provisions of the conciliation agreement addressing the consequences of such termination. If such termination is granted, grace periods granted in relation to the conciliation proceedings may also be revoked. Conversely, provided the conciliation agreement is duly performed, any individual proceedings by creditors with respect to obtaining payment of the claims dealt with by the conciliation agreement are suspended and/or prohibited. The commencement of subsequent safeguard or insolvency proceedings will automatically put an end to the conciliation agreement, in which case the creditors will recover their claims (decreased by potential recoveries made) and pre-existing security interests or guarantees. Conciliation proceedings, wherein a draft plan is anticipated to garner sufficiently broad support from the affected parties and thereby render the adoption of a plan likely, constitute a mandatory prerequisite for initiating accelerated safeguard proceedings.

At the request of the debtor and after the creditors taking part in the proceedings have been consulted on the matter, *mandat ad hoc* and conciliation proceedings may also be used to organize the partial or total sale of the debtor's business, in particular through a "plan for the sale of the business" a.k.a. a prepack sale plan (*plan de cession*) that could be implemented in the context of subsequent safeguard, judicial reorganization or judicial liquidation proceedings. Provided they comply with certain requirements, offers received in this context by the *mandataire ad hoc* or the conciliator may, after consultation of the public prosecutor, be considered by the court in the context of safeguard, judicial reorganization or judicial liquidation proceedings.

As a matter of law, any contractual provision that (i) modifies the conditions for the continuation of an ongoing contract by reducing the debtor's rights or increasing its obligations simply by reason of the designation of a *mandataire ad hoc* or of the commencement of conciliation proceedings or of a request submitted to this end or (ii) requires the debtor to bear, by reason only of the appointment of a *mandataire ad hoc* or of the commencement of conciliation proceedings, more than three-quarters of the fees of the professional advisers retained by creditors in connection with these proceedings, is deemed null and void.

A statement of all the costs incurred by the debtor is prepared by him, with the conciliator's help and includes:

(a) the remuneration of the conciliator, if it has already been agreed, or, if not, the conditions of this remuneration as fixed by the president of the court, as well as the remuneration of the *mandataire ad hoc* if a *mandat ad hoc* has immediately preceded the commencement of the *conciliation* proceedings;

(b) the remuneration of any person or expert appointed by the judge or involvement of whom has been requested by the conciliator;

(c) the fees of the debtor's advisors or those paid by the debtor in the framework of the *conciliation* proceedings and the *mandat ad hoc* proceedings which may have immediately preceded it; and

(d) the fees of the creditor's advisors when they are charged to the debtor.

This statement shall be signed and submitted to the court's clerk by the debtor. Before acknowledging or approving the conciliation agreement, the president of the court or the court checks the filing of this statement with the court clerk.

This cost statement may only be disclosed to the conciliator, the president of the court, the court or the State prosecutor. In the event of the opening of subsequent insolvency proceedings, the court may, ex officio or at the request of the State prosecutor, be provided with the statement.

Where the maximum time period allotted to court-assisted proceedings expires without an agreement being reached, the proceedings will end. The termination of such proceedings does not, in and of itself entail any specific legal consequences for the debtor, in particular it does not result in the automatic commencement of insolvency proceedings. New conciliation proceedings cannot be commenced before a waiting period of 3 months have elapsed as from the end of the previous ones.

Although French accelerated safeguard proceedings are the transposition into French law of preventive restructuring proceedings in the spirit of the EU Restructuring Directive, they are defined in the French Commercial Code by reference to standard safeguard proceedings.

As a result and for the sake of clarity, standard safeguard proceedings will be presented below before accelerated safeguard proceedings.

Court-Administered Proceedings - Safeguard

The objectives of safeguard proceedings are to ensure the sustainability of the business, preserve employment, and facilitate the payment of creditors.

A debtor that experiences difficulties that it is not able to overcome may, in its sole discretion, initiate safeguard proceedings with respect to itself, *provided* that it is not insolvent (see section "*Insolvency Test*" above). Creditors of the debtor are not notified of, nor invited to attend the hearing before the court at which the commencement of safeguard proceedings is requested even if they have a limited right to challenge the court decision commencing the proceedings. Following the commencement of safeguard proceedings, a court-appointed administrator is appointed and the debtor may propose a candidate for this role (except for small companies where the court considers that such appointment is not necessary) to investigate the business of the debtor during an "observation period" (being the period starting on the date of the court decision commencing the proceedings and ending on the date on which the court takes a decision on the outcome of the proceedings), which may last up to 12 months. The role of the court-appointed administrator is also to assist the debtor in preparing a draft safeguard plan (*projet de plan de sauvegarde*) that it will circularize to its creditors (or submit to the classes of affected parties – see below) that may include a partial sale of the business but does not permit the sale of the entire business. Creditors or equity holders do not have effective control over the proceedings, which remain in the hands of the debtor assisted by the court-appointed administrator. The court-appointed administrator will, in accordance with the terms of the judgment appointing him or her, exercise ex post facto control over decisions made by the debtor (*mission de surveillance*) or assist the debtor to make all or some of the management decisions (*mission d'assistance*), all under the supervision of the court. A supervisory judge (*juge-commissaire*) and a creditors' representative are also appointed at the beginning of the proceedings, alongside the court-appointed administrator. Management decisions in respect of disposals (*acte de disposition*) that fall outside the scope of the ordinary course of business, as well as decisions considered to be important under statute, require the prior approval of the supervisory judge (e.g., granting security interests or settling disputes).

The supervisory judge can appoint 1 to 5 controllers (*contrôleurs*) among the creditors who have filed a request, provided they meet certain conditions (in particular no affiliation to the debtor). Controllers assist the creditors' representative in his functions and the supervisory judge in his duty of supervising the progress of the insolvency proceedings. In order to protect creditors' interests and under certain conditions, the controllers may act in the interests of the creditors when the creditors' representative fails to take sufficient action.

Upon the commencement of safeguard proceedings, an automatic stay is imposed on certain claims. The debtor is prohibited from making payments on debts incurred (i) prior to the initiation of the proceedings or (ii) after the commencement of the proceedings if such debts do not relate to expenses necessary for the debtor's business operations during the observation period, are not required for the conduct of the proceedings, or do not arise from services rendered or goods delivered to the debtor during this period, except in very limited circumstances.

If, after commencement of the proceedings, it appears that the debtor was insolvent before their commencement, at the request of the debtor, the administrator, the creditors' representative or the public prosecutor but, in any event, after having heard the debtor, the court may convert the safeguard proceedings into judicial reorganization proceedings.

In addition, pursuant to Article L. 622-10 of the French Commercial Code, the court may convert safeguard proceedings into (i) judicial reorganization proceedings (a) at any time during the observation period if the debtor is insolvent or, (b) if, no plan has been adopted, the approval of a safeguard plan is manifestly impossible and if the debtor would shortly become insolvent should safeguard proceedings end or (ii) judicial liquidation proceedings at any time during the observation period if the debtor is insolvent and its recovery is manifestly impossible. In all such cases, the court may decide at the request of the debtor, the court-appointed administrator, the creditors representative or the public prosecutor or on its own initiative except in the case of (i) (b) above where:

(i) the court may not act upon its own initiative, and

(ii) the court's decision is only taken after having heard the debtor, the court-appointed administrator, the creditors representative, the creditors of the debtor appointed by the supervisory judge as controllers (if any), the public prosecutor and the workers' representatives (if any).

As soon as safeguard proceedings are commenced, any unpaid amount of share capital of the debtor becomes immediately due and payable.

Judicial Restructuring Lien: Persons that, in the context of accelerated safeguard, safeguard, judicial reorganization or liquidation proceedings, provide new money (except through a share capital increase) (the "**Judicial Restructuring Lien**"):

(i) during the observation period in safeguard and judicial reorganization proceedings or the temporary continuation of business operations in judicial liquidation proceedings, in order to ensure the continuity of the debtor's business during this period, in which case such financing must be authorized by the supervisory judge and are subject to publicity, or

(ii) for the implementation of the safeguard or reorganization plan (including a plan ordered by the court that substantially modifies a previous one), in which case the amount and the privilege must be specifically mentioned in the draft plan on which the affected parties are called upon to vote as well as in the court decision adopting the plan,

enjoy a priority of payment over pre-commencement and post-commencement claims with the exception of (i) employees' super-privileged claims, (ii) procedural costs, (iii) the *Conciliation* Lien (iv) pre-commencement claims secured by security interests over real estate assets (only in the context of judicial liquidation proceedings) and (v) post-commencement wages claims not advanced through the French wages guarantee scheme (AGS) under provisions of Articles L. 3253-8 to L. 3253-13 of the French Labor Code.

The Judicial Restructuring Lien may not, directly or indirectly, secure any financing provided prior to commencement of the proceedings.

In addition, such claims may not be rescheduled or written-off by a safeguard or a reorganization plan (although such claims will not be paid before the safeguard or reorganization plan is adopted) without the consent of the relevant creditors, not even through a cram-down or a cross-class cram-down (in the event that classes of affected parties are formed), in the on-going or in subsequent safeguard proceedings, judicial reorganization proceedings or judicial liquidation proceedings.

Creditors (and if applicable, equity holders) must be consulted on the manner in which the debtor's liabilities will be settled under the safeguard plan (debt write-offs, payment terms or debt-for-equity-swaps) prior to the plan being approved by the court. The rules governing consultation will vary depending on the size of the business.

Standard consultation: this applies in respect of debtors that, on the date of the petition for commencement of the proceedings (on a stand-alone basis or together with other entities that they hold or control, within the meaning of Articles L. 233-1 and L. 233-3 of the French Commercial Code) have less than (x) 250 employees and € 20 million in net turnover or (y) € 40 million in net turnover unless, upon their request, the supervisory judge authorizes a class-based consultation of their creditors (see below).

In such case, the administrator notifies the proposals for the settlement of debts to the creditors representative, who seeks the agreement of each creditor who filed a claim, regarding the debt write-offs and payment schedules proposed. Creditors are consulted individually or collectively.

French law does not state whether the debt settlement proposals can vary according to the creditor and whether the principle of equal treatment of creditors is applicable at this consultation stage. According to legal commentaries and established practice, differing treatment among creditors is possible, provided that it is justified by the difference in situation of the creditors and approved by the creditors representative. In practice, it is also possible at the consultation stage to make a proposal for a partial payment of claims over a shorter time period instead of a full payment of such claims over the length of the plan (ten years maximum except for agricultural businesses where the maximum is fifteen years).

Creditors whose payment terms are not affected by the plan or who are paid in cash in full as soon as the plan is approved are not required to be consulted.

Creditors that do not respond within 30 days of their receipt of the debt settlement proposal (other than debt-for-equity-swap) made to them are deemed to have accepted it. The creditors' representative keeps a list of the responses from creditors, which is notified to the debtor, the court-appointed administrator and the controllers.

Within the framework of a standard consultation, the court that approves the safeguard plan (*plan de sauvegarde*) can impose a uniform rescheduling of the claims of creditors having refused the proposals that were submitted to them (subject to exceptions such as the ones applicable to claims benefiting from the *Conciliation* Lien or the Judicial Restructuring Lien) over a maximum period of ten years (except for agricultural businesses where the maximum is fifteen years and for claims with maturity dates falling after the term of the plan, in which case the maturity dates shall remain the same), but no write-off of any claim or debt-for-equity swap may be imposed without the relevant creditor's individual acceptance.

Following a court imposed rescheduling, the first payment must be made within a year of the judgment adopting the plan (in the third and subsequent years, the amount of each annual instalment must be of at least 5% of the amount of each debt claim and, as from the sixth year, the amount of each annual instalment must be of at least 10% (except for agricultural businesses)) or on the first payment date following the initial maturity of the claim if such date is later than the first payment date provided for in the plan, in which case the amount of such first payment is equal to what the creditor would have received had he been paid in accordance with the uniform payment rescheduling applying to the other creditors.

If the draft plan provides for a modification of the share capital or the by-laws, the court may decide that the shareholders general meeting and, as the case may be, the general meetings of the holders of securities giving access to the share capital of the company shall vote, the first time the relevant meeting is convened, at a simple majority of the votes of the shareholders attending, or represented at, the meeting, *provided* that they hold at least half of the shares with voting rights. The second time the meeting is convened, the usual provisions relating to quorum and majority shall apply.

If the plan provides for a share capital increase, the shareholders may pay up their subscription to such share capital increase by way of a set-off against their admitted claims against the debtor (as such claims may be reduced according to the provisions of the plan).

If the court adopts a safeguard plan, it can set a time-period during which the assets that it deems to be essential to the continuation of the business of the debtor may not be disposed of without the court's consent. The plan adopted by the court may be modified during its implementation. However, when the modification is substantial and relates to the terms and conditions of the discharge of liabilities, the interested parties are consulted by registered letter with acknowledgment of receipt sent by the court clerk. Such interested parties shall answer to this consultation no later than 21 calendar days following the receipt. Failure to respond shall constitute acceptance of the proposed changes, except if they relate to debt write-offs or debt-to-equity swaps.

Class-based consultation: This applies to companies that, on the date of the petition for commencement of the proceedings, meet or exceed either of the following thresholds (x) 250 employees and € 20 million in net turnover or (y) € 40 million in net turnover (on a standalone basis or together with other entities that they hold or control, within the meaning of Articles L. 233-1 and L. 233-3 of the French Commercial Code), or upon the debtor's request and with the authorization of the supervisory judge if they do not meet such thresholds.

The consultation involves the submission of a proposed safeguard plan prepared by the debtor with the assistance of the court-appointed judicial administrator for consideration by the affected parties (*parties affectées*), as defined below.

Only the affected parties are entitled to vote on the draft plan.

Pursuant to Article L. 626-30 of the French Commercial Code, affected parties are:

(i) creditors whose rights are directly impaired by the proposed plan;

(ii) equity holders (including shareholders and holders of securities giving future rights to the share capital) if their equity interests, the debtor's articles of association or by-laws, or their rights are modified by the proposed plan. Please note that a decision of the Versailles Court of Appeals, June 22, 2023, n° 23/03276 in the Orpea matter, ruled that holders of notes giving future access to the share capital (such as notes convertible into shares) are deemed to be creditors for the purposes of the proceedings if they have not converted their bonds into equity by the date of the commencement of the proceedings.

The court-appointed administrator is responsible for drawing up the classes and informing each affected party that it is a member of a class. The court-appointed administrator must, on the basis of objective verifiable criteria, allocate the affected parties in classes presenting a sufficient commonality of economic interest (*communauté d'intérêt économique suffisante*) in compliance with the following conditions:

(i) creditors whose claims are secured by security interests *in rem* (*sûretés réelles*), in respect of their claims so secured, and other creditors shall belong to different classes;

(ii) the class formation shall comply with subordination agreements entered into before commencement of the proceedings that shall have been brought to the attention of the court-appointed administrator within ten days from his notification to each affected party of its membership in a class. In the absence of compliance, these subordination agreements are unenforceable in the context of the proceedings;

(iii) equity holders shall make up one or more classes; and

(iv) claims arising from employment contracts (including the French wage guarantee scheme (AGS) claims), pension rights, and maintenance claims cannot be affected by the plan and in respect of creditors secured by a security trust (*fiducie*) granted by the debtor, only the amount of their claims that are not secured by such security trust is taken into account.

At least 21 days prior to the date of the vote, the court-appointed administrator shall notify to each affected party the criteria for class formation and for the determination of the voting rights corresponding to the affected claims or rights allowing them to cast a vote. The amount of the claims taken into consideration is the one communicated by the debtor and certified by its auditor(s) or, failing that, endorsed by a certificate from its chartered certified accountant. Future interest claims calculated by a reference to an index are calculated by reference to the value of the index at the date of the court decision commencing the proceedings. The claims of creditors secured by a security trust shall only be taken into account for the portion of their claim not secured by the security trust.

Any affected party, the debtor, the public prosecutor, the creditors representative or the court-appointed administrator is entitled, within ten days following the notification of the criteria for the formation of the classes and the determination of the voting rights referred to in the preceding paragraph, to dispute the same before the supervisory judge. The supervisory judge must rule within ten days of the referral date, and failing that, any aforementioned person may refer the dispute to the court, which must rule within ten days of such later referral date. The supervisory judge's decision (or the court's decision, as the case may be) may be appealed within five days of its notification to the parties. The Court of Appeal must issue its ruling within 15 days, and no appeal may be brought before the French Supreme Court (*Cour de cassation*).

The debtor, with the assistance of the court-appointed administrator, is in charge of preparing the draft plan. The proposed plan may, *inter alia*, include a rescheduling or cancellation of debts and/or debt-for-equity swaps (subject to specific exceptions, including in respect of claims benefiting from the *Conciliation* Lien or the Judicial Restructuring Lien).

The procedures for convening the affected parties and organizing their vote vary according to the parties concerned (creditors, bondholders, equity holders) and are ultimately determined by the court-appointed judicial administrator within certain guidelines set by the 2021 Decree.

The classes must approve or reject the plan within 20 to 30 days of its submission. The period may be extended or shortened by the supervisory judge, upon prior request of the debtor or the court-appointed administrator, but may not be shorter than 15 days.

The decision shall be taken by each class by a two-thirds majority of the votes held by the members casting a vote.

If applicable, the class or classes of equity holders vote under the rules governing votes at shareholders/equity holders' general meetings, except that the decision is taken at the same two-thirds majority. Within a class, the vote on the adoption of the plan may be replaced by an agreement which, after consultation with its members, has received the approval of two-thirds of the voting rights.

Once the draft plan has been adopted by each of the classes, it will be submitted to the commercial court which shall essentially verify that the following conditions are met:

(i) the classes have been duly formed in accordance with the rules mentioned above;

(ii) affected parties, sharing a sufficient commonality of interest within the same class, are treated equally and in proportion to their claim or right;

(iii) the plan has been duly notified to all the affected parties;

(iv) if there are dissenting affected parties, the plan meets the "best interests of creditors" test (i.e., no dissenting party is worse off as a result of the plan than it would be if the order of priority of payments in a judicial liquidation were applied (whether in the event of a piecemeal sale or a court-ordered sale plan or in the event of a better alternative solution if the plan was not approved);

(v) where applicable, any new financing is necessary to implement the plan and does not excessively impair the interests of the affected parties; and

(vi) the interests of all affected parties are sufficiently protected.

The court may refuse to adopt the plan if it does not offer a reasonable prospect of avoiding the debtor's insolvency or of ensuring the viability of the business. The judgment adopting the plan renders the plan enforceable against all (*erga omnes)* (including the affected parties who did not vote or voted against the adoption of the plan).

As for plans adopted through a standard consultation, if the plan provides for a share capital increase, the shareholders may pay up their subscription to such share capital increase by way of a set-off against their admitted claims against the debtor (as such claims may be reduced according to the provisions of the plan).

<u>*Cross-class cram-down*</u>: The 2021 Ordinance has introduced a cross-class cram-down mechanism into French law: where the safeguard plan is not approved by a two-thirds majority of each class, it may be adopted by the court at the request of the debtor or the court-appointed administrator (with the approval of the debtor) and be imposed on the parties that voted against the plan provided that:

(i) the plan complies with the conditions for adoption of the plan by the court mentioned above;

(ii) the plan has been approved by:

(a) a majority of the classes of affected parties entitled to vote, provided that at least one such class is a class of creditors whose claims are secured by security interests *in rem* or is senior to the unsecured creditors class (*créanciers chirographaires*); or, if such condition is not met,

(b) at least one of the classes of affected parties entitled to vote, other than an equity holders' class or any other class which, after determining the value of the debtor as a going concern, could reasonably be expected not to be entitled to any payment if the order of priority of payments in a judicial liquidation were applied (whether in the event of a piecemeal sale or a court-ordered sale plan);

(iii) the claims held by a dissenting class of affected parties are fully paid (by identical or equivalent means) if a lower ranking class is entitled to be paid or retains an interest within the plan (i.e., absolute priority rule);

(iv) no class of affected parties receives or retains, under the plan, more than the total amount of its claims or interests;

(v) where one or more classes of equity holders have been constituted and have not approved the plan, the plan can be imposed on such dissenting equity holders if:

(a) the debtor (on a standalone basis or together with other entities which they hold or control, within the meaning of Articles L. 233-1 and L. 233-3 of the French Commercial Code) meets or exceeds either of the following thresholds: (x) 250 employees and 20 million euros of net turnover or (y) € 40 million in net turnover;

(b) it is reasonably foreseeable, after determining the value of the debtor as a going concern, that the equity holders of the dissenting class or classes would not be entitled to any payment or retain any interest if the order of priority of payments in a judicial liquidation were applied (whether in the event of a piecemeal sale or a court-ordered sale plan);

(c) if the plan provides for a capital increase to be paid up by cash contribution or by way of set off of claims, the shares issued are offered by preference to the shareholders, *pro rata* their shareholding; and

(d) the plan does not provide for the transfer of all or part of the rights of the dissenting class or classes of equity holders,

The court's decision constitutes approval of the changes to the shareholding structure, to the rights of the equity holders, to the articles of association or the by-laws provided for in the plan. The court may appoint a judicial representative to perform the acts necessary for the implementation of these changes.

Upon request from the debtor, or from the court-appointed administrator with the debtor's consent, the court can override the absolute priority rule if it is deemed necessary to achieve the plan's objectives and if the plan does not excessively affect the rights or interests of affected parties. In particular, supplier claims, equity holders and tort liability claims may benefit from such exemption.

As for plans adopted through a standard consultation, if the court adopts a safeguard plan, it can set a time-period (which cannot exceed the duration of the plan) during which the assets that it deems to be essential to the continuation of the business of the debtor may not be disposed of without court's consent.

If no proposed safeguard plan is adopted by the classes of affected parties, the court may, at the request of the debtor, the court-appointed administrator, the creditors' representative or the public prosecutor, convert the safeguard proceedings into judicial reorganization proceedings if it appears that the adoption of a safeguard plan is impossible and if the end of the safeguard proceedings would certainly lead the debtor to shortly becoming insolvent.

At the latest within ten days from the vote of the classes on the draft plan, any affected party having voted against the draft plan and considering that

(i) the best interest test criterion has not been met; or

(ii) in the event of a plan adopted by a cross-class cram-down and, based on the valuation of the debtor as a going concern, either (or both) of the following conditions has not been met:

(a) in the event that the plan was approved solely by the vote of an affected class that was not an equity holder, such class would not have been entitled to a payment if the order of payment in a judicial liquidation were applied (whether in the event of a piecemeal sale or, a court-ordered sale plan);

(b) in the event that a class, or classes, of equity holders voted against the plan, such class(es) would not have received a payment or retained an interest in the event that the order of payment applicable in a judicial liquidation were applied (whether in the event of a piecemeal sale or, of a court-ordered sale plan),

may petition the court to dispute the same. Following a hearing and after receiving the public prosecutor's opinion, the court will, in the same decision, determine the value of the debtor (in respect of which the court is entitled to order the appointment of an expert) and rule on compliance with the aforementioned conditions and on the adoption of the plan.

This decision may itself be challenged within ten days of its notification or communication to them, by the affected party(ies) that initially challenged the class vote, the debtor, the court-appointed administrator, the creditors representative or the public prosecutor.

In the event no safeguard plan is adopted through the class-based consultation procedure (whether by approval by the classes of affected parties or by a cross-class cram-down), there is no statute that allows French courts to impose a term-out (i.e., a rescheduling over a maximum period of 10 years of the indebtedness of dissenting creditors) although the courts retain this power under statute if the plan is adopted under the standard consultation procedure (i.e., if no classes are formed and, in judicial reorganization proceedings, in case of failure of the class-based consultation (see section "*Court-administered Proceedings—Judicial Reorganization or Judicial Liquidation Proceedings*" below)). In such cases, safeguard proceedings may be terminated or converted into judicial reorganization or liquidation proceedings.

Specific case - Creditors that are public institutions: public creditors (financial administrations, social security and unemployment insurance organizations) may agree to grant debt write-offs under conditions that are similar to those that would be granted under normal market conditions by a private economic operator placed in a similar position. Public creditors may also decide to enter into subordination agreements for liens or mortgages, or relinquish these security interests. Public creditors examine possible debt write-offs within the framework of a local administrative committee (*Commission des Chefs de Services Financiers*). The tax authorities may grant relief from all direct taxes. As regards indirect taxes, relief may only be granted from default interest, adjustments, penalties or fines.

Where the plan provides for debt write-offs or rescheduling affecting secured public creditors' claims, the administrator can decide to gather those public creditors within a class (or classes) of affected parties called upon to vote on the proposed plan.

Court-Administered Proceedings - Accelerated Safeguard

A debtor that is engaged in conciliation proceedings may request the commencement of accelerated safeguard proceedings enabling it to implement a restructuring plan in an expedited fashion through a class-based consultation.

To be eligible to accelerated safeguard proceedings, the debtor must fulfil the following conditions:

(i) its financial statements must have been certified by an auditor (*commissaire aux comptes*) or drawn-up by a chartered certified accountant (*expert-comptable*);

(ii) the debtor must be subject to ongoing conciliation proceedings when it applies for the commencement of the proceedings;

(iii) the debtor must have prepared a draft safeguard plan ensuring the continuation of its business as a going concern that is likely to be supported by enough of the parties that will be impaired to render its adoption plausible within an initial two-month period, that may be extended up to a total maximum of four months, following commencement of the accelerated safeguard proceedings, upon request from the debtor and the court-appointed administrator; and

(iv) the debtor must not have been insolvent for more than 45 days when it initially applied for commencement of conciliation proceedings.

The debtor may request the limitation of the scope of the accelerated safeguard proceedings to its financial creditors only, if the nature of its indebtedness is such that a plan could be adopted by such creditors alone.

If the debtor does not meet the thresholds above that require creditor classes (see above) to be formed, the court must order such formation in the decision commencing the proceedings.

The regime applicable to standard safeguard proceedings is broadly applicable to accelerated safeguard proceedings. However, certain provisions relating to ongoing contracts and the provisions relating to the recovery of assets by their owners do not apply in accelerated safeguard proceedings.

The plan, in the context of accelerated safeguard proceedings, is adopted following the same majority rules as in standard safeguard proceedings and may notably provide for rescheduling, debt cancellation and conversion of debt into equity capital of the debtor.

If a plan is not adopted by the creditors and approved by the court within the applicable deadline, the court shall terminate the proceedings. The court cannot reschedule amounts owed to the creditors outside of the class process and, in particular, cannot impose a term-out. The list of claims of affected parties, party to the conciliation proceedings, established by the debtor and certified by the statutory auditor or the chartered-accountant, shall be deemed to constitute the filing of such claims for the purpose of accelerated safeguard proceedings unless the affected parties otherwise elect to make such a filing (see section "*Status of Creditors during Safeguard, Accelerated Safeguard, Judicial Reorganization or Judicial Liquidation Proceedings*" below).

Court-Administered Proceedings - Judicial Reorganization or Judicial Liquidation Proceedings

Judicial reorganization or judicial liquidation proceedings may be initiated against or by a debtor only if it is insolvent and, in the case of judicial liquidation proceedings only, if the debtor's recovery is manifestly impossible. The debtor is required to petition for judicial reorganization or judicial liquidation proceedings, within 45 days of becoming insolvent if it does not file for conciliation proceedings (as discussed above). *De jure* managers (including directors) and, as the case may be, de facto managers that would have failed to file such a petition within the deadline are exposed to civil liability.

Where the debtor requested the commencement of judicial reorganization proceedings and the court, after having heard the debtor, considers that judicial liquidation proceedings would be more appropriate, it may order the commencement of the proceedings that it determines to be most appropriate. The same would apply if the debtor requested the commencement of judicial liquidation proceedings and the court considered that judicial reorganization proceedings would be more appropriate. In addition, at any time during the observation period, upon request of the debtor, the court-appointed administrator, the creditors representative, a controller, the public prosecutor or upon its own initiative, the court may convert the judicial reorganization proceedings into judicial liquidation proceedings if it appears that the debtor's recovery is manifestly impossible. The court's decision is only taken after having heard the debtor, the court-appointed administrator, the creditors representative, the controllers, the public prosecutor and the workers' representatives (if any).

The objectives of judicial reorganization proceedings are the sustainability of the business, the preservation of employment and the payment of creditors, in that order.

As soon as judicial reorganization or judicial liquidation proceedings are commenced, any unpaid amount of share capital of the debtor becomes immediately due and payable.

In the event of judicial reorganization proceedings, an administrator is usually appointed by the court to investigate the business of the debtor during an observation period, which may last up to 18 months (instead of a maximum of 12 months under safeguard proceedings), and make proposals either for the reorganization of the debtor (by helping the debtor to elaborate a draft judicial reorganization plan, which is similar to a draft safeguard plan and may include a partial sale of the business), the partial or total sale of the business or the liquidation of the debtor. The court-appointed administrator will assist the debtor in making management decisions or may be empowered by the court to take over the management and control of the debtor (*mission d'administration*).

Judicial reorganization proceedings broadly take place in a manner that is similar to safeguard proceedings (see above), subject to certain specificities.

Differences exist under judicial reorganization proceedings in respect of class formation and the adoption of the restructuring plan. The main differences are as follows:

(i) if the debtor does not meet the required threshold(s) the authorization to form classes of affected parties may also be requested from the supervisory judge by the court-appointed administrator on their own, without the debtor's approval (in addition to being requested by the debtor);

(ii) any affected party may submit a draft plan to the vote of the classes. The draft plan shall be submitted, together with the plan proposed by the debtor, at the latest 15 days before the date of the vote;

(iii) if the draft reorganization plan or the plan provides for a change in the equity structure or share transfers, prior approval clauses (*clauses d'agrément*) are deemed null and void.

(iv) if the plan has not been approved by all classes of affected parties, the court can decide to apply the cross-class cram-down mechanism at the request of any affected party (in addition to the debtor or the administrator with the debtor's consent); and

(v) in the event that plan approval through the class-based consultation procedure (whether by regular approval by the classes of affected parties or by a cross-class cram-down) fails the approval of the plan may occur through the standard consultation rules (see above).

In relation to equity holders, the following is also to be noted in the event of judicial reorganization proceedings:

(i) in case a shareholders meeting needs to vote to bring the shareholders equity to a level equal to at least one-half of the share capital as required by Article L. 626-3 of the French Commercial Code, the court-appointed administrator may request the appointment of a court officer (*mandataire de justice*) to convene a shareholders meeting and to vote the restoration of the shareholders' equity up to the amount proposed by the court-appointed administrator on behalf of the shareholders that refuse to vote in favor of such a resolution if the draft restructuring plan provides for a modification of the equity to the benefit of a third party(ies) undertaking to comply with the reorganization plan;

(ii) if (a) the debtor company has at least 150 employees, or if it controls (within the meaning of the French Commercial Code) one or more companies having together at least 150 employees, (b) the disappearance of the debtor company is likely to cause serious harm to the national or regional economy and to local employment, (c) the modification of the debtor company's share capital appears to be the only credible way to avoid harm to the national or regional economy and to allow the continued operation of the business as a going concern, then, at the request of the court-appointed administrator or of the public prosecutor (x) after the review of the options for a total or partial sale of the business and (y) if at least 3 months have elapsed as from the court decision commencing the proceedings, provided that the shareholders meetings required to approve the modification of the debtor company's share capital required for adoption of the reorganization plan have refused such modification, the insolvency court may either:

    (a) appoint a court officer in order to convene the shareholders meeting and vote the share capital increase in lieu of the shareholders having refused to do so, up to the amount provided for in the reorganization plan; or

    (b) order, in favor of the persons who have undertaken to perform the reorganization plan, the sale of all or part of the share capital held by the shareholders having refused the share capital modification and holding, directly or indirectly a portion of the share capital providing them with a majority of the voting rights (including as a result of an agreement with other shareholders) or a blocking minority in the debtor company's shareholders meetings, any consent clause being deemed unwritten; the other shareholders have the right to withdraw from the debtor company and request that their shares be purchased simultaneously by the transferees. In the event of a sale ordered by the court, the price of the shares shall, failing agreement between the parties, be set by an expert designated by the court in summary proceedings.

In either of the above cases, the reorganization plan shall be subject to the undertaking of the new shareholders to hold their shares for a certain time period set by the court that may not exceed the duration of the reorganization plan.

If the proposed reorganization plans are manifestly unlikely to ensure that the debtor will recover or if no reorganization plan is proposed, the court upon the request of the administrator, can order the total or partial sale of the business as part of a court-ordered sale plan.

At any time during the observation period, the court may, at the request of the debtor, the court-appointed administrator, the creditors representative, the public prosecutor or at its own initiative, order a partial cessation of activity (*cessation partielle de l'activité*) or order the liquidation of the debtor if its reorganization is manifestly impossible. At the end of the observation period, the outcome of the proceedings is decided by the court.

If the court decides to order the judicial liquidation of the debtor, the court will appoint a liquidator, which is generally the former creditors representative. There is no observation period in judicial liquidation proceedings nor does the law limit their duration (except with respect to simplified judicial liquidation proceedings). The liquidator is vested with the power to represent the debtor and perform the liquidation operations (mainly liquidate the assets and settle the liabilities to the extent the proceeds from the liquidated assets are sufficient, in accordance with the creditors priority order of payment). The liquidator will take over the management and control of the debtor and the managers of the debtor are no longer in charge of its management.

Concerning the liquidation of the assets of the debtor, there are two possible outcomes, both of which are decided by the court without a vote of the creditors:

(i) a sale of the business (*cession d'entreprise*) (in which case a court-appointed administrator will usually be appointed to manage the debtor during a temporary period of continuation of the business operations ordered by the court (three months, renewable once) and organize such sale of the business as a going-concern via an asset sale, a.k.a. a "sale plan"), any third party (as construed under French insolvency law) being entitled to present a bid on all or part of the debtor's business.

 As part of the bids submitted to the court, the third-party purchaser can cherry-pick assets (including the real estate assets)/jobs/contracts without the liabilities pertaining to them (save exceptions). The price offered for the transferred assets (including the real estate assets) is usually at a significant discount compared to their going-concern market value. The court will tend to favor a credible sale plan that ensures the continuation of the business as a going-concern, and the preservation of jobs, over the payment of creditors.

 Subject to certain exceptions, the court can judicially impose such a sale plan on creditors, including secured creditors and mortgagees as a general principle, the payment of the purchase price operating to release their security interests. By way of exception:

 (a) a purchaser is obliged to continue to pay the remaining instalments due to creditors having granted financing for the acquisition of assets, used as collateral for such creditors and included in the sale of the business plan;

 (b) the purchaser will be able to exercise the purchase option under a financial lease only if the outstanding amounts under such lease are repaid (but within the limit of the value of the leased asset as set by agreement between the parties or, failing such agreement, by the court); and

 (c) only those secured creditors benefitting from a retention right (which is the case for pledges over inventory or certain types of pledges over shares, but not mortgages over real estate assets) would be entitled to retain their security interest over the asset on which they have such right (and therefore in practice prevent its sale) until they are repaid in full of their claim so secured or unless an agreement is reached with the relevant parties.

 Third-party purchasers may also submit combined bids in respect of all or part of the business of several debtors subject to insolvency proceedings, in particular when the key assets are located in different legal entities subject to insolvency proceedings. Again, the price offered for the transferred assets could be significantly less than their going-concern market value; or

(ii) separate sales of the individual assets of the debtor, in which case the liquidator may decide to:

 (a) launch auction sales (*vente aux enchères* or adjudication amiable for real estate assets only);

 (b) sell on an amicable basis (*vente de gré à gré*) each asset for which spontaneous purchase offers have been received, (the formal authorization of the supervisory judge being necessary to conclude the sale agreement with the bidder); or

 (c) request, under the supervision of the supervisory judge, all potential interested purchasers to bid on each asset, as the case may be, by way of a private competitive process whereby the bidders submit their offers only at the hearing without the proposed prices being disclosed before such hearing (*procédure des plis cachetés*). However, the possibility to implement such process is questioned by certain legal authors and case-law in this respect has varied.

If the court orders a sale plan, it can set a time-period during which the assets that it deems to be essential to the continuation of the business of the debtor may not be sold without its consent.

The court will end the judicial liquidation proceedings when either:

(i) no due liabilities remain or the liquidator has sufficient funds to pay off the creditors (*extinction du passif*); or

(ii) continuation of the liquidation operations becomes impossible due to insufficiency of assets (*insuffisance d'actif*).

The court may also terminate the proceedings:

(i) when the interest of the continuation of the liquidation process is disproportionate compared to the difficulty of selling the assets; or

(ii) in the event where there are insufficient funds to pay off the creditors in full, by appointing a *mandataire* in charge of continuing ongoing lawsuits and allocating the amounts received from these lawsuits between the remaining creditors.

The "Hardening Period" in judicial reorganization and judicial liquidation proceedings

The date of insolvency of a debtor is deemed to be the date of the court decision commencing the proceedings, unless, in this decision or in a subsequent one, the court sets an earlier date, which may be no earlier than 18 months before the date of the court decision commencing the proceedings. Also, except in the case of fraud, the insolvency date may not be set at a date earlier than the date of the final court decision that approved an agreement in the context of conciliation proceedings (see above). The insolvency date is important because it marks the beginning of the hardening period, being the period from the insolvency date of the debtor to the court decision commencing the judicial reorganization or judicial liquidation proceedings affecting it.

Certain transactions entered into during the hardening period are automatically void or voidable by the court.

Automatically void transactions include transactions or payments entered into during the hardening period that may constitute voluntary preferences for the benefit of some creditors to the detriment of other creditors. These include transfers of assets for no consideration or for a nominal consideration, contracts under which the obligations of the debtor significantly exceed the reciprocal obligations of the other party, payments of debts not due at the time of payment, payments of debts that are due made in a manner that is not commonly used in the ordinary course of business, deposits of cash or monetary instruments ordered by a court decision that has not yet become final to serve as bond or as a precautionary measure in accordance with Article 2350 of the French Civil Code, security granted for debts previously incurred (unless they replace a previous security interest of at least an equivalent nature and base and with the exception of the assignment of a professional receivables (*Dailly* assignment) made in execution of a framework agreement entered into prior to the date of insolvency), provisional attachment or seizure measures (*mesures conservatoires*) (unless the attachment or seizure predates the date of insolvency), operations relating to stock options, the transfer of any assets or rights to a trust arrangement (unless such transfer is made as security for a debt simultaneously incurred), any amendment to a trust arrangement that affects assets or rights already transferred in the trust as security for debt incurred prior to such amendment, and notarized declarations of exemption of assets from seizure (*déclaration d'insaisissabilité*) pursuant to Article L. 526-1 of the French Commercial Code.

Transactions that are voidable by the court include payments made on debts that are due, transactions for consideration, administrative seizure measures, notices of attachments made to third parties (*avis à tiers détenteur*), seizures (*saisie attribution*) and oppositions made during the hardening period, in each case if the court determines that the party dealing with the debtor knew that the debtor was insolvent at the relevant time. Transactions relating to the transfer of assets for no consideration and notarized declarations of exemption of assets from seizure pursuant to Article L. 526-1 of the French Commercial Code are also voidable when entered into during the six-month period prior to the beginning of the hardening period. Unlike automatically void transactions, which must be set aside by the court if so requested, the court has discretion to decide whether or not it is appropriate to set aside transactions that are only "voidable." There is no hardening period prior to safeguard proceedings or to accelerated safeguard proceedings.

Extension of insolvency proceedings

French law provides that, upon the petition of the debtor, the State prosecutor, the court-appointed administrator, the creditors' representative, the controllers or the liquidator, the insolvency proceedings of a company may be extended to another company, so that their respective assets and liabilities will be treated as belonging to one single insolvency estate, if (i) the debtor is deemed "fictitious," i.e. a sham, or (ii) the debtor "commingled its assets and liabilities" with another entity, i.e. either it proves impossible to determine which assets and liabilities belong to each of them or "abnormal financial relationships" existed between the two entities (such as transfers of assets or funds without consideration).

Status of Creditors during Safeguard, Accelerated Safeguard, Judicial Reorganization or Judicial Liquidation Proceedings

Contractual provisions pursuant to which the commencement of the proceedings triggers the acceleration of the debt (except with respect to judicial liquidation proceedings in which the court does not order the continued operation of the business) or the termination or cancellation of an ongoing contract are not enforceable against the debtor. Nor are "contractual provisions modifying the conditions of continuation of an ongoing contract, diminishing the rights or increasing the obligations of the debtor solely upon the opening of judicial reorganization proceedings" (in accordance with a decision of the French Supreme Court dated January 14, 2014, no. 12-22.909, which case law is likely to be extended to safeguard or accelerated safeguard proceedings). However, except in accelerated safeguard proceedings and judicial liquidation proceedings where the continued operation of the business has not been ordered by the court, the court-appointed administrator can unilaterally decide to terminate ongoing contracts (*contrats en cours*) that it believes the debtor will not be able to continue to perform. Conversely, the court-appointed administrator can require that other parties to a contract continue to perform their obligations even though the debtor may have been in default, but on the condition that the debtor fully performs its post-commencement contractual obligations (and *provided* that, in the case of judicial reorganization or judicial liquidation proceedings, absent consent to other terms of payment, the debtor pays cash on delivery). The commencement of judicial liquidation proceedings, however, automatically accelerates the maturity of all of a debtor's obligations unless the court orders the continued operation of the business with a view to the adoption of a sale plan as described above. In such case, the acceleration of the obligations will only occur on the date of the court decision ordering the sale plan, as described above, or on the date on which the continued operation of the business ends.

As from the court decision commencing the proceedings:

(i) accrual of interest is suspended, except in respect of loans for a term of at least one year, or of contracts providing for a payment that is deferred by at least one year (however, accrued interest can no longer be compounded);

(ii) the debtor is prohibited from paying debts incurred prior to the commencement of the proceedings, subject to specified exceptions, which essentially cover the set-off of related debts (*dettes connexes*) and payments authorized by the supervisory judge to recover assets (whether they be pledged, retained by a creditor based on a retention right or constitute collateral in a security trust estate (*patrimoine fiduciaire*) required by the continued operation of the business) or to pay a carrier requesting payment directly from the debtor;

(iii) the debtor is prohibited from paying debts having arisen after the commencement of the proceedings unless they were incurred for the purposes of the proceedings or of the observation period or in consideration of services rendered/goods provided to the debtor; security interests can be granted as regards such debts the payment of which is not prohibited, subject to prior authorization by the supervisory judge;

(iv) debts duly arising after the commencement of the proceedings and that were incurred for the purposes of the proceedings or of the observation period, or in consideration of services rendered/goods provided to the debtor during this period, must be paid as and when they fall due and, if not, will be given priority over debts incurred prior to the commencement of the proceedings (with certain limited exceptions, such as claims secured by a Conciliation Lien or a Judicial Restructuring Lien), provided that they are duly brought to the attention of the judicial administrator or, failing one, the creditors' representative, or, should they both have ceased to be in office, the plan commissioner or the judicial liquidator within one year of the end of the observation period;

(v) creditors (or beneficiaries of a third party security granted by the debtor) may not initiate or pursue any individual legal action against the debtor (or against a guarantor of the debtor where such guarantor is a natural person) with respect to any claim arising prior to the court decision commencing the proceedings, if the objective of such legal action is:

(a) to obtain an order for payment of a sum of money by the debtor to the creditor (however, the creditor may require that a court determine the amount due in order to file a proof of claim, as described below);

(b) to terminate a contract for nonpayment of amounts owed to the creditor; or

(c) to enforce the creditor's rights against any assets of the debtor, including if such assets secure third party debt, except (i) in judicial liquidation proceedings, by way of the applicable specific process for judicial foreclosure (*attribution judiciaire)* of the pledged assets or (ii) where such asset- whether tangible or intangible, movable or immovable is located in another Member State within the European Union, in which case the rights *in rem* of creditors thereon would not be affected by the insolvency proceedings commenced in France, in accordance with the terms of Article 8 of the EU Insolvency Regulation (subject to secondary proceedings that may be commenced in such Member State). Similarly, the rights of a creditor on the debtor's assets located outside France and the EU would only be affected by the French insolvency proceedings if they were to be recognized by the local courts where the assets at stake are located (unless provided otherwise in a treaty to which France is a party); and

(vi) any increase to the base of a contractual security interest or a contractual retention right: (by any means whatsoever, by adding or supplementing assets or rights, in particular by registration of securities or proceeds supplementing the securities registered in a pledged securities account) is prohibited; any contrary provision, in particular relating to the transfer of future assets or rights of the debtor not yet in existence on the date of the judgment commencing the proceedings, will be held unenforceable as from the date of commencement of the proceedings; by exception, the increase in the base of a contractual security interest may however validly result from an assignment of professional receivables (*Dailly* assignment) pursuant to a master agreement entered into before commencement of the proceedings or from other specific contrary provisions of the French Commercial Code regarding restructuring and insolvency, the French Monetary and Financial Code or the French Insurance Code; and

(vii) in the context of reorganization or judicial liquidation proceedings only, absent consent to other terms of payment, immediate cash payment for services rendered pursuant to an ongoing contract, will be required.

A natural person that is the guarantor of the debtor may avail itself of the provisions of a safeguard plan or of a judicial reorganization plan adopted by the court.

In accelerated safeguard proceedings, the above rules would only apply to the creditors that fall within the scope of the proceedings (see above). Debts owed to creditors that are not within the scope of the proceedings continue to be payable in the ordinary course of business.

As a general rule, creditors domiciled in metropolitan France whose claims arose prior to the commencement of the proceedings must file a claim with the court-appointed creditors representative within two months of the publication of the court decision in the relevant official gazette (*Bulletin Officiel des Annonces Civiles et Commerciales*); this period is extended to four months for creditors domiciled outside metropolitan France. Creditors must also file a claim for the post-commencement non-privileged debts, with respect to which the two or four month period referred to above starts to run as from their maturity date. Creditors whose claims have not been submitted during the relevant period are, except for limited exceptions, barred from receiving distributions made in connection with the proceedings. Employees are not subject to such limitations and are preferred creditors under French law.

In addition, the holder of a security interest *in rem* granted by the debtor to secure the debt of a third party must also file a statement of claim with the creditors representative under the same conditions.

At the beginning of the proceedings, the debtor must provide the court-appointed administrator and the creditors representative with the list of all its creditors and all of their claims. Where the debtor has informed the creditors representative of the existence of a claim, the claim as reported by the debtor is deemed to be a filing of the claim with the creditors representative on behalf of the creditor. Creditors are allowed to ratify or amend a proof of claim so made on their behalf until the supervisory judge rules on the admissibility of the claim. They may also file their own proof of claim within the deadlines described above.

In accelerated safeguard proceedings however, the debtor draws a list of the claims of its creditors having taken part in the conciliation proceedings, which is certified by its statutory auditors or chartered certified accountant. Although such creditors may file proofs of claim as part of the regular process, they may also avail themselves of this simplified alternative and merely adjust if necessary the amounts of their claims as set forth in the list prepared by the debtor (within the above two or four months' time limit). Creditors that did not take part in the conciliation proceedings must file their proofs of claim within the aforementioned deadlines.

If the court adopts a safeguard plan, accelerated safeguard plan or reorganization plan, claims of creditors included in the plan will be paid according to the terms of the plan.

If the court orders a sale plan of the debtor in judicial reorganization or judicial liquidation proceedings (see above), the proceeds of the sale will be allocated towards the repayment of its creditors according to the ranking of the claims. If the court decides to order the judicial liquidation of the debtor, the liquidator appointed by the court will be in charge of settling the debtor's debts in accordance with their ranking.

French insolvency law assigns priority to the payment of certain preferred creditors, including employees, post-commencement legal costs (essentially, court officials fees), creditors who benefit from a *Conciliation* Lien or a Judicial Restructuring Lien (see above), post-commencement privileged creditors and public creditors (i.e., taxes and social charges). In the event of judicial liquidation proceedings only, certain pre-commencement secured creditors whose claim is secured by real estate are paid prior to post-commencement privileged creditors. This order of priority is not relevant to all creditors, for example creditors benefiting from a retention right over assets with respect to their claim related to such asset will be treated separately.

Creditors' Liability

Pursuant to Article L. 650-1 of the French Commercial Code (as interpreted by case law), where safeguard, judicial reorganization or judicial liquidation proceedings have been commenced, creditors may only be held liable for the losses suffered as a result of facilities granted to the debtor, if the granting of such facilities was wrongful and if the relevant creditor (i) committed a fraud, or (ii) manifestly interfered with the management of the debtor or (iii) obtained security or guarantees that are disproportionate to such facilities. In addition, any security or guarantees taken to support facilities in respect of which a creditor is found liable on any of these grounds can be cancelled or reduced by the court.

If a third party, such as a creditor, is repeatedly involved in the management of a company, they may be considered a de facto manager (*dirigeant de fait*). In such cases, Article L 651-2 of the French Commercial Code stipulates that if liquidation proceedings (liquidation judiciaire) are initiated against the debtor, a third-party creditor deemed a de facto manager may be held liable for the excess of liabilities over the company's assets, alongside the other managers (whether de jure or de facto), if it is proven that their mismanagement contributed to the company's insolvency. If these conditions are met, French courts will determine whether the managers should bear all or part of the shortfall. However, de jure or de facto managers cannot be held liable under Article L 651-2 for simple negligence in the management of the company.

Spain

The Spanish Guarantors are organized under the laws of Spain. As a general rule and in accordance with the rules on determination of the COMI summarized in the section above, in the event of an insolvency of the Spanish Guarantors, insolvency proceedings shall be initiated in Spain and governed by Spanish law. If the COMI is not in Spain, but the insolvent party has a permanent establishment in Spain, Spanish courts will only have jurisdiction over the assets located in Spain (the "territorial insolvency proceedings").

In the event Spanish courts have jurisdiction, Article 261 of the current Spanish Insolvency Act may apply, in which case the claims of the beneficiaries of the guarantee provided by a Spanish guarantor may be classified as "contingent" claims and no amount may be recognized until and when a default occurs, and the guarantee is validly enforced. Nor will they have voting rights. Special rules can apply if the guarantee is not a first demand guarantee but an ordinary guarantee (*fianza*) and, therefore, the benefits of preference (*excusión*), order (*orden*) and division (*división*) apply.

The Spanish Insolvency Act regulates pre-insolvency and court insolvency proceedings (which are court-supervised), as opposed to out-of-court liquidation, which, pursuant to Spanish corporate law, is only available when the debtor has sufficient assets to meet its liabilities or in specific situations regulated under the Spanish Insolvency Act.

The insolvency proceedings, which are called *concurso de acreedores*, are applicable to all persons and legal entities, save for limited exceptions specifically contemplated in the Spanish Insolvency Act. These proceedings may lead either to reorganization through the implementation of an agreement between the creditors and the debtor (*convenio*) (the "**Composition Agreement**") or to the liquidation of the assets of the debtor.

Insolvency Filing

A debtor (in the case of a company, its directors) is required to file the bankruptcy petition within two months upon inability to regularly pay its liabilities as they become due (*insolvencia actual*). As a general rule, a debtor has to file for voluntary insolvency within two months from the date on which it knew, or should have known, that it was in an insolvency situation. The debtor is also entitled (but not required) to apply for such insolvency proceedings when it foresees its inability to regularly pay liabilities as they become due in the next three months (*insolvencia inminente*). According to the amendments to the Spanish Insolvency Act, a debtor is in an imminent insolvency scenario when it foresees its inability to regularly pay liabilities as they will become due in the next three months.

Creditors do also have standing to petition mandatory bankruptcy (*concurso necesario*) when the debtor is unable to regularly pay its debts as they come due (i.e., an actual insolvency scenario).

Bankruptcy is considered voluntary (*concurso voluntario*) if filed by the debtor. If the debtor requests the bankruptcy, it must prove its current or imminent insolvency. The debtor must file a petition for bankruptcy within two months after it becomes aware, or should have become aware, of its state of actual insolvency (inability to regularly pay the debts as they come due). It is presumed that the debtor becomes aware of its insolvency, unless otherwise proven, if any of the circumstances that qualify as the basis for a petition for mandatory insolvency occur. Where the debtor fails to file a petition for bankruptcy within the time period established by law (two months), (i) the directors may be removed from office and substituted by a bankruptcy authority once the bankruptcy is declared and the bankruptcy process is initiated; (ii) the debtor may be unable to exercise certain courses of action (including, *inter alia*, the possibility of submitting a pre-arranged settlement proposal); and (iii) the directors may be held liable for the impaired claims accrued as from the consent of insolvency (*responsabilidad concursal*), should the debtor be liquidated and bankruptcy be deemed as "guilty" (*concurso culpable*).

Bankruptcy is considered mandatory (*concurso necesario*) if filed by a third-party and upheld by the court. Under Article 2.4 of the Spanish Insolvency Act, a creditor can seek a debtor's declaration of insolvency if it can prove that the debtor has failed to attach or seize any assets, or sufficient assets, to pay the amount owed. A creditor may also apply for a debtor's insolvency if it can prove to the court (i) a previous insolvency declaration of the debtor by a non-appealable judicial or administrative resolution, (ii) a generalized default on payments by the debtor, (iii) a seizure of assets affecting or comprising the generality of the debtor's assets, (iv) a misplacement, "fire sale", hasty, loss-making or ruinous liquidation of the debtor's assets or (v) a generalized default on certain tax, social security and employment obligations during the applicable statutory period (i.e. three months).The general duty to file for insolvency within the referred two months does not apply if, by means of the communication that is foreseen under Article 585 of the Spanish Insolvency Act (the so-called 5 *bis* communication by reference to a previous regulation –Ley 22/2003*, de 9 de julio, Concursal*–), the debtor who is in actual, imminent or likely insolvency and has not been declared in insolvency notifies the court that it has started negotiations with its creditors to seek support for a "restructuring plan" (the "**Plan**"), in which case it will have an additional grace period of three months and one more to file for insolvency. Such grace period of three months could be extended if, not later than at the end of the initial three-month grace period, either creditors holding more than 50% of the debts that the Plan may affect at that time (net of any credits that would qualify as subordinated claims in an insolvency situation) or the debtor, with the support of such creditors, may request the court for a three-month extension, provided the restructuring expert, if one is appointed, issues a favorable report in support of the request. The court may lift the grace period extension at the request of the debtor, the restructuring expert or creditors holding more than 40% of the debt that the Plan may affect at that time (net of any credits that would qualify as subordinated claims in an insolvency situation), or any creditor that proves that such extension no longer fulfils the objective of supporting the Plan negotiations. Any creditor may also ask to be excluded from the effects of the grace period extension if it could be unfairly prejudiced by it, and particularly if it could lead to its current insolvency or a significant loss of the value of its collateral.

The concept of "likelihood of insolvency" (*probabilidad de insolvencia*) refers to when it is objectively foreseeable that the debtor will be unable to regularly fulfil its obligations that fall due in the next two years unless it enters into a Plan with its creditors. In addition to being able to start negotiating with its creditors with a view to entering into a Plan at any time during this period when insolvency is likely, the debtor will also be able to file for pre-insolvency in court, in which case it will inform the court that it is trying to negotiate a Plan with its creditors.

Pre-Insolvency Filing

Spanish law contains a restructuring moratorium proceeding, which is an insolvency proceeding under both Spanish and European regulations. It protects the debtor, for a four-months period (or up to seven months, if extended), from petitions for involuntary cases.

As mentioned above, the general duty to file for bankruptcy within the referred two-months period does not apply if the debtor notifies the applicable Court that it has initiated negotiations with its creditors to obtain support for a Plan, as set out in Articles 614 *et seq.* of the Spanish Insolvency Act. Effectively, by means of the pre-insolvency filing, on the top of those two months, the debtor gains an additional three-months period (or up to six months, if extended) as from the date when the debtor gives such notice, to achieve a Plan with its creditors and one further month to file for bankruptcy, if after the above mentioned period of three months (or of six months if extended) has elapsed without an agreement being reached and the situation of insolvency persists.

Additionally, during the three-month period following the pre-insolvency filing (or six months in case it has been extended), enforcement actions are stayed, subject to the following:

- As a general rule, neither judicial nor extrajudicial enforcement proceedings may be initiated to seize or attach assets or rights that the debtor requires to continue its professional or business activities (the so-called "necessary assets"). Previously initiated enforcement proceedings will be stayed. It is not always easy to determine when an asset is necessary to operate the business and, for this reason, this issue needs to be decided by courts on a case-by-case basis. They normally take a flexible approach and consider elements such as cash or credit rights as assets that are necessary to continue to run the business. However, creditors may challenge the court clerk's asset qualification, which the court will hear.

- At the debtor's request, the court may impose these stays to one or several creditors or classes of creditors in respect of other assets or rights, even if they are not deemed "necessary assets", if doing so could help bring the negotiations to a satisfactory conclusion, provided the restructuring expert, if one has been appointed, has given its consent. The court decision on this suspension may be challenged by a remedy (*recurso de reposición*), exclusively.

- Subject to the above, enforcing security in rem over "necessary assets" may be initiated but will be automatically stayed. However, neither financial collateral governed by RDL 5/2005, nor in rem security interests over assets located in another Member State (other than Denmark) should be affected by this suspension.

In relation to the above provisions, Spanish courts may apply them in relation to assets held by non-Spanish affiliates of the entity that files for pre-insolvency, with effects outside of Spain.

In any case, the above regime does not apply to public credit rights (*créditos de derecho público*). In such case, enforcement can be suspended in very limited circumstances and, in any case, up to a maximum period of three months.

Likewise, creditors that cannot be subject to the effects of a Plan cannot be affected by the pre-insolvency filing.

Also, while the effects of pre-insolvency are in force, according to the Spanish Insolvency Act, directors' legal duty to wind up the company in the event of a capital impairment situation (i.e., its net equity is below a half of its share capital) is suspended.

In case of essential contracts for the viability of the business, the relevant counterparties will not be entitled to suspend, amend or early terminate such contract for contractual breaches occurred prior to the pre-insolvency filing while the effects of such communication are in force (even if the relevant contracts allowed it).

Pre-insolvency filings also have the following effects:

- *Over credit rights*. Pre-insolvency does not cause itself the early maturity of claims. Contractual provisions amending or declaring the early maturity of claims in case of pre-insolvency shall become ineffective.

- *Over contracts*. Any contractual provisions declaring the early termination, suspension or amendment of a contract in case of pre-insolvency or analogous proceedings shall be rendered ineffective. This will not be applicable for contractual netting agreements (*acuerdos de compensación contractual*) subject to RDL 5/2005.

Restructuring Plan

Under the Spanish Insolvency Act, the effects of a Plan can be imposed on all types of creditors and claims (subject to specific and limited exceptions), including trade creditors, one or multiple classes of creditors and, with certain exceptions, even debtor's shareholders. Public creditors can only be subject to the Plan if very strict requirements are complied with. In particular, claims held by public creditors (e.g., tax authorities, and the Social Security) cannot be subject to a haircut, debt-for-equity swap, change of debtor or change of governing law. According to this special regime, as a general rule, their maturity can be extended up to twelve months since the issuance of the homologation ruling and up to six months since the issuance of the homologation ruling if a deferral or division in instalments (*aplazamiento o fraccionamiento de pago*) of such debt has been agreed with the public administration.

The Plan must include a minimum content set out in Article 633 of the Spanish Insolvency Act and will need to be formalized in a public document (*formalizado en instrumento público*).

The court may suspend a debtor's voluntary application for insolvency during the pre-insolvency period at the request of either the restructuring expert, or creditors holding more than 50% of the debt affected by the Plan, provided that the court receives evidence that a creditor-supported Plan has been prepared that could be approved. This rule may therefore prevent debtors from frustrating ongoing refinancing negotiations by filing for insolvency, thus allowing viable Plans to be accomplished, as long as the creditors submit the Plan for the court's approval within a month following the debtor's petition for voluntary insolvency (Article 612 of the Spanish Insolvency Act).

In addition, a Plan under the Spanish Insolvency Act may contain almost any restructuring alternative, provided it is sufficient and proportionate to ensure the viability of the business and its continuation as a going concern. The debtor and its creditors may agree on any type of measure deemed necessary to effectively restructure the debtor's business, including changes in the composition, conditions or structure —not only of the debtor's liabilities, but also of its assets or any part of its capital structure. This could include sales of assets, parts of the business or even the entire business as a going concern, as well as any other necessary operational changes, or a combination of the same. The Plan must nevertheless set out the reasons why it has a "reasonable prospect of preventing the insolvency" of the debtor and ensuring the viability of its business, including the necessary pre-conditions for its success.

In addition, the mere judicial approval of a Plan does not affect bilateral contracts with outstanding reciprocal obligations at that time, they remain in force. Moreover, contracts that are deemed necessary to ensure the continuity of the debtor's business cannot be terminated due to a change of control in the debtor as a result of a debt-for-equity swap contemplated by the Plan. However, the Spanish Insolvency Act specifies certain exceptions to the principle of continuation of bilateral contracts that aim to ensure a Plan's success, in particular, in relation to: (i) executory contracts (i.e., contracts with outstanding bilateral obligations); (ii) contracts with senior executives; (iii) financial collateral arrangements, netting arrangements; and (iv) trade supply agreements.

On a separate note, creditors affected by the Plan will be grouped into classes. The class formation criteria must be based on a common interest shared by each group of creditors.

As a general rule, it is presumed that creditors with the same ranking in an insolvency process share a common interest, but they can also be separated into different classes if there are reasons justifying such split (e.g., financial and non-financial nature, conflicts of interests among creditors of different classes, measures to be imposed by the Plan). In any case, secured claims must constitute a single class, unless the different nature of the collateral justifies the creation of separate classes. Claims governed by public law will also constitute a separate class among the classes with the same ranking.

Request of joint insolvency

For insolvency purposes, the concept of "group" follows the general definition under article 42 of the Spanish Commercial Code (*Código de Comercio*), which states that a group exists whenever a company directly or indirectly controls one or more companies, and sets forth specific circumstances under which control is deemed to exist.

The Spanish Insolvency Act does not regulate specific insolvency proceedings for corporate groups. As such, if a group of companies becomes insolvent, each insolvent company will be subject to its own insolvency proceedings. In addition, the insolvency of one company of a group, including the parent company, does not necessarily imply the insolvency of the remaining companies of the group.

Nevertheless, creditors may request for a joint insolvency proceeding of two or more of its debtors (*declaración conjunta de concursos*) if either (i) there is a confusion of assets among them, or (ii) they form part of the same group of companies. Therefore, the request for the joint insolvency of two or more legal entities may only be filed by a common creditor of the relevant companies and each of the affected companies must in fact be separately insolvent. Joint insolvency may also be requested by the companies themselves provided that they form part of the same group of companies.

Any of the debtors, or the insolvency administrator, as the case may be, may apply for the procedural consolidation of insolvency proceedings under certain circumstances (and, in particular, if the debtors form part of the same group of companies) (*acumulación de concursos*). In addition, creditors may apply for the procedural consolidation of the insolvency proceedings of two or more of its debtors already declared (*acumulación de concursos conexos*) if either (i) there is a confusion of assets among them, or (ii) they form part of the same Group of companies, provided that a petition has not been submitted by any of the insolvent debtors or by the insolvency administrator.

As a general rule, any simultaneous or joint insolvency (which may be filed for at the beginning of the proceedings or joined once the proceedings have commenced) will essentially result in separate insolvency proceedings being heard in Spain by the same court and insolvency administrator on a coordinated basis. However, proceedings will not be joined in substance (among others, there would not be, in principle, any comingling of the assets and liabilities of each party). This means that the creditors of one company of the group of companies will not have recourse against other companies of the same group (except in specific exceptional circumstances, such as the existence of cross guarantees, in which case such a claim might be subordinated).

In exceptional cases, the court may, acting *ex officio* or at the request of any creditor or other affected party, order that the insolvency proceedings are joined not only for procedural reasons but in substance, if the assets and liabilities of various companies within the group are comingled and the legal ownership and responsibility for all assets and liabilities cannot be adjudicated without incurring unjustified cost or delays.

Enforcement and Termination in a Pre-Insolvency Scenario

The obligations under the Guarantees might not necessarily be enforced in accordance with their respective terms in every circumstance, such enforcement being subject to, *inter alia*, the nature of the remedies available in the Spanish Courts, the acceptance by such court of jurisdiction, the discretion of the courts, the power of such courts to stay proceedings, the provisions of the Spanish Law on Civil Procedure (*Ley 1/2000, de 7 de enero, de Enjuiciamiento Civil*) regarding remedies and enforcement measures available under Spanish law, the provisions of the Spanish Insolvency Act and other principles of law of general application. In this regard:

- Spanish law does not expressly recognize the concept of an indemnity nor the concept of punitive damages. In principle, the legal remedy which will be awarded under Spanish law is compensation for damages (*indemnización de daños*). Section 1,152 of the Spanish Civil Code (*Código Civil*) establishes that any penalty (*cláusula penal*) agreed by the parties in an agreement will substitute damages (*indemnización de daños*) and the payment of interest (*abono de intereses*) in an event of breach, unless otherwise agreed. Spanish Courts may modify the penalty agreed on an equitable basis if the debtor has partially or irregularly performed its obligations, unless the penalty (liquidated damages) was aimed at such partial performance (and in any event if it is deemed to be disproportionate according to the good faith principle). There is doubt as to the enforceability in Spain of punitive damages;

- where obligations are to be performed in a jurisdiction outside Spain, they may not be enforceable in Spain to the extent that performance would be illegal under the laws of the applicable jurisdiction;

- Spanish law precludes the validity and performance of contractual obligations to be left at the discretion of one of the contracting parties. Therefore, Spanish courts may refuse to uphold and enforce terms and conditions of an agreement giving discretionary authority to one of the contracting parties;

- Spanish law, as applied by the Spanish Supreme Court (*Tribunal Supremo*), precludes an agreement being terminated on the basis of a breach of obligations, undertakings or covenants which are merely ancillary or complementary to the main undertakings foreseen under the relevant agreement (such as payment obligations under financing agreements), and allows Spanish courts not to enforce any such termination;

- under Spanish law, acts carried out in accordance with the terms of a legal provision whenever said acts seek a result which is forbidden by or contrary to law, shall be deemed to have been executed in circumvention of law (*fraude de ley*) and the provisions whose application was intended to be avoided shall apply;

- a Spanish Court may award damages if the specific performance of an obligation is deemed impracticable; and

- a Spanish Court may modify the obligations deriving from contracts in the terms considered necessary in order to restore the balance between the obligations, if unexpected and exceptional circumstances arise that were unforeseeable when the contracts were executed, which would have been expressly or implicitly assumed.

Certain effects of insolvency

Effects for the debtor

As a general rule, the debtor in a voluntary case retains its management power, but is subject to the intervention (*intervención*) of the insolvency administrator (*administrador concursal*), who is appointed by the court. In the case of mandatory insolvency, as a general rule, the debtor's management will be replaced (*sustitución*) by the insolvency administrator. However, the court has the power to modify this general regime subject to the specific circumstances of the case. In addition, upon the insolvency administrator's request, the court has the power to swap the intervention regime for a suspension regime or vice versa. Actions carried out by the debtor that breach any required supervision of the bankruptcy authorities may be declared null and void.

The referred limitations on the management's powers also affect the representation powers under powers of attorney granted by the company. This may affect, for instance, irrevocable powers of attorney granted by the debtor in favour of a security agent or lenders in relation to any security granted, which may not be unilaterally enforceable if the debtor is declared insolvent given that the exercise of the powers conferred therein may require the insolvency administrator's approval.

The time between the petition and the insolvency declaration by the court will depend upon a number of factors, including whether the filing has been made by the debtor or the creditor (and in turn whether the debtor has challenged the petition made by the creditor), whether all appropriate documentation has been submitted on a timely basis or is incomplete, and the workload of the court.

Effects on contracts

Bankruptcy declaration does not affect contracts with reciprocal obligations pending performance by both parties by bankruptcy declaration (executory contracts), which remain in full force and effect, and the obligations of the insolvent debtor will be fulfilled against the insolvent estate. Early-termination, suspension or amendment clauses triggered solely by the declaration of insolvency, or the liquidation are deemed void and unenforceable, except when such provisions are legally permitted (e.g., swap agreements or agency agreements).

The debtor or the insolvency administrator, with the court's approval, may request the termination of executory contracts in the interest of the insolvency estate (*interés del concurso*), including in the absence of contractual grounds for termination. A hearing with the parties will be held at which they will have the opportunity to reach an agreement on the termination and its effects. If an agreement is not reached, formal court proceedings will be held that will result in a decision issued by the court. The indemnity granted to the contractual counterparty as a result of a contract being terminated early will be an insolvency claim (*crédito concursal*), and no longer a claim against the estate (*crédito contra la masa*).

As a general rule, it is not possible to terminate an executory contract for breaches that occurred before the declaration of the insolvency proceedings. However, if a material breach of the executory contract occurred after the declaration of insolvency, the non-defaulting party may request the termination of the contract by filing a termination claim with the court.

As an exception to the above, termination due to pre-existing breaches may be admitted if the executory contract is a continuing-performance contract (*tracto sucesivo*). A continuing performance contract is characterized by the long trade relationship that the parties enter into with each other, i.e., it does not require a one-off performance, but rather successive or continuous performance over an agreed period (for instance, leases or supply agreements). Some case law and legal scholars take nonetheless the position that termination of the contract should not be possible if one party already complied with all its contractual obligations prior to the declaration of insolvency.

When the default took place before the declaration of insolvency (when allowed), the claims of the non-defaulting party (including indemnity claims) will be an insolvency claim (*crédito concursal*). On the contrary, claims arising from defaults which took place after the declaration of insolvency will be claims against the estate (*crédito contra la masa*). Termination of the contract will also extinguish the outstanding contractual obligations.

The court may disregard the breach – regardless of whether it occurred before or after the declaration of insolvency –, and order specific performance of the contract for the remaining contractual term, if the continuation of the agreement is deemed to be beneficial for the outcome of the insolvency proceedings and it is requested by the debtor or the insolvency administrator. The court order may be appealed. If the default took place after the declaration of insolvency, the amounts owed to non-defaulting parties arising from the agreement must be paid from the debtor's insolvency estate within three months after the court order. If such payment is breached, the contract may be terminated.

To ensure that the debtor's estate has sufficient financial resources to continue the business, the Spanish Insolvency Act allows the insolvency administrator, either unilaterally or at the debtor's request, to reinstate (*rehabilitación*) credit and other facility agreements to which the debtor was a party and which were accelerated by the creditor as a result of a payment default (principal or interest) in the three months preceding the declaration of insolvency. The exercise of this power by the insolvency administrator is subject to three conditions:

- the insolvency administrator must provide notice of the reinstatement to the creditor before expiry of the term to lodge claims (that is, as a general rule, one month as from publication of the declaration of insolvency);
- the insolvency administrator must satisfy or deposit any amounts unpaid at the time of reinstatement and "assume" future payments against the insolvency estate; and
- the creditor must not have opposed the reinstatement or started any actions to claim payment before the insolvency proceedings commenced.

A similar reinstatement rule exists in relation to deferred-payment purchase agreements that are terminated early within the three months preceding the declaration of insolvency.

Additionally, bankruptcy declaration suspends interest accrual, except for claims secured with an *in rem* right, in which case interest accrues up to the value of the security, and except for any wage credits in favor of employees, which will accrue the legal interest set forth in the corresponding Law of the State Budget (*Ley de Presupuestos del Estado*).

In any event, set-off is prohibited once the debtor has been declared insolvent unless (i) the requirements for the set-off were satisfied prior to the declaration of insolvency, even if such compensation is alleged afterwards, or the creditor communicated the existence of the claim to the insolvency administrator; (ii) the claim of the insolvent debtor is governed by a foreign law that permits set-off; or (iii) the claims and debts arise from the same legal relation.

As a general rule, bankruptcy declaration stays, up to a year, enforcement proceedings tied to collateral necessary to pursue the ordinary course (excluding financial collateral, as defined in RDL 5/2005, which can be enforced as any time, and where the collateral is located outside of Spain).

The enforcement of any security over certain assets that are necessary to the continuation of the commercial or professional activity of the insolvent company (*in rem* securities) is prohibited until the earlier of (i) an arrangement of a composition agreement being reached, provided that the Composition Agreement does not affect such right, (ii) one year having elapsed as of the declaration of the insolvency without the opening of the liquidation phase or (iii) the judge conducting the insolvency proceedings declaring that the asset is not necessary for the continuation of the debtor's activities in accordance with the Spanish Insolvency Act. Commencement of the liquidation phase causes the loss of the right to commence a separate enforcement process (*derecho de ejecución separada*) in relation to those secured lenders who did not commence enforcement either before the declaration of insolvency or after a year since the declaration of insolvency. Secured lenders will receive back the enforcement right after one year since liquidation is initiated in case the relevant good or right has not been sold.

Nevertheless, shares held by an insolvent debtor in another company whose only activity is the holding of a material asset and servicing the financing provided in connection with the acquisition of that asset, are not considered to be an asset necessary for the debtor's business activity as long as the foreclosure of the relevant security interest that has been granted over such shares does not bring about an early termination or amendment of the contractual relations permitting the economic exploitation of the relevant asset.

Ranking of creditors' credits and claims

The judge's insolvency order contains an express request for creditors to declare debts owed to them within a one-month period following the last official publication in the Official State Gazette (*Boletín Oficial del Estado*) of the court order declaring the insolvency (proof of claims), by providing original documentation that justifies their claims. Based on such documentation provided by the creditors and held by the debtor, the insolvency administrator draws up a list of acknowledged claims and classifies them according to the categories established under law, which are as follows: (i) claims against the insolvency estate, (ii) claims benefiting from special privileges, (iii) claims benefiting from general privileges, (iv) ordinary claims and (v) subordinated claims.

1. Claims against the insolvency estate (*créditos contra la masa*) from Article 242 of the Spanish Insolvency Act sets out the so-called "estate claims" which are pre-deductible claims from the estate (excluding those assets of the insolvent debtor subject to in rem security), are generally payable when due according to their own terms (and, therefore, are paid before other claims). Debt against the insolvency estate includes, among others, (i) certain amounts of the employee payroll, (ii) certain costs and expenses of the insolvency proceedings, (iii) amounts due by the debtor in reciprocal agreements that are in force after the insolvency declaration and amounts due for breaches of those agreements after the insolvency declaration, (iv) certain amounts arising from obligations created by law or from tort liability of the insolvent debtor after the declaration of insolvency and until its conclusion, (v) certain debts in the ordinary course of business incurred by the debtor following the declaration of insolvency, (vi) in case of liquidation, the credit rights granted to the debtor to comply with a Composition Agreement prior to the opening of the liquidation phase and (vii) 50% of the new funds lent under a Plan entered into in compliance with the requirements set forth in Article 635 et seq. of the Spanish Insolvency Act, as long as the claims affected by the approved Plan amount to 51% of the total liabilities at least. This classification shall not apply to the new funds lent by the debtor or persons being in a special relationship with the debtor resulting from a share capital increase, loans or acts with analogous purpose.

2. Claims benefiting from special privileges, representing security on certain assets (essentially in rem security). Creditors benefiting from special privileges, representing security over certain assets (in rem securities) up to the amount of the value of their security, provided that such security is listed in the creditors' list (in this regard, the value of a security for purposes of the Composition Agreement or a Plan shall be 90% of the reasonable value of the secured asset determined in accordance with the rules provided for in the Spanish Insolvency Act minus senior claims). The part of the claim exceeding the value of their security will be classified according to the nature of the claim. Claims secured with pledges over future credit rights are only considered specially privileged if (i) the future credit rights arise from agreements or relationships established or executed prior to the declaration of insolvency; and (ii) (a) in the case of possessory pledges, the pledge was granted as a public document or, (b) in the case of non-possessory pledges (prenda sin desplazamiento), the pledge was registered with the applicable public registry.

3. These claims benefiting from special privileges may entail separate proceedings, though subject to certain restrictions derived from a waiting period that may last up to one year from the declaration of the insolvency and certain additional limitations set forth in the Spanish Insolvency Act. However, within such waiting period or while any enforcement proceedings remain suspended under the Spanish Insolvency Act, the insolvency administrator has the option to pay the relevant claims against the insolvency estate under specific payment rules. Privileged creditors are not subject to Composition Agreement, unless they give their express support by voting in favor of the Composition Agreement or, in case they do not give such express support, if creditors holding security which represent at least 60% (or 75% depending on the conditions of the Composition Agreement) of the total value of secured claims of the same class vote in favor of such Composition Agreement. In the event of liquidation, they are the first to collect payment against the secured assets on which they are secured.

4. Claims benefiting from general privileges include, among others, certain labor debts and certain debts with public administrations. Other debts with public administrations corresponding to tax debts and

social security obligations and debts held by the creditor applying for the corresponding insolvency proceedings, to the extent such application has been approved, are recognized as privileged for up to 50% of the amount of such debts. New funds under a Plan entered into in compliance with the requirements set forth in Article 635 et seq. of the Spanish Insolvency Act in the amount not admitted as a debt against the insolvency estate (crédito contra la masa) will also be credits with general privileges. The holders of general privileges are not to be affected by the restructuring (under a Composition Agreement) except if they give their express support by voting in favor of the Composition Agreement or, in the case they do not give such express support, if creditors holding claims benefiting from general privileges which represent at least 60% (or 75% depending on the conditions of the Composition Agreement) of the total value of claims benefiting from general privileges of the same class vote in favor of such Composition Agreement. If they do not agree to the arrangement and, in the event of liquidation, they are the first to collect payment (in the order established by law).

5. Ordinary claims (non-subordinated and non-privileged claims) will be paid on a pro-rated basis from the proceeds of the assets not subject to secured claims, former pre-deduction of estate claims and generally privileged claims.

6. Subordinated claims are thus classified contractually or pursuant to law. Debts subordinated by virtue of law include, among others, some credits held by parties in special relationships with the debtor (personas especialmente relacionadas). In the case of individuals, this includes their relatives, legal entities controlled by the debtor or its relatives, the factual or legal administrators of such legal entities, any other legal entity forming part of the same group of companies and the legal entities in respect of which the people described in this paragraph are their factual and legal administrators. In the case of a legal entity, the following shall be deemed as "specially related parties": (i) shareholders with unlimited liability (in case such shareholders are natural persons it would include any specially related party to these shareholders, as described herein), (ii) limited liability shareholders holding, directly or indirectly, 10% or more of the insolvent company's share capital (or 5% if the company has securities listed on a regulated market)—when the shareholder is an individual, those who would be specially related to the individual are also specially related to the debtor, or (iii) directors (either de jure or de facto), liquidators and those holding general powers of attorney from the insolvent company (including those people that have held those positions during the two years prior to the insolvency declaration) and (iv) companies pertaining to the same group as the debtor and their common shareholders provided such shareholders meet the minimum shareholding requirements set forth in (ii) above. Notwithstanding the above, creditors who have directly or indirectly capitalized their credit rights or were appointed as directors pursuant to a Plan entered into in compliance with the requirements set forth in Article 635 et seq. of the Spanish Insolvency Act shall not be considered as being in a special relationship with the debtor, in respect of credits against the debtor, as a result of the financing granted under such Plan. Furthermore, in the absence of evidence to the contrary, assignees or awardees of claims belonging to any of the persons mentioned in this paragraph are presumed to be persons specially related to the insolvent debtor as long as the acquisition has taken place within two years prior to the insolvency proceedings being declared open.

7. Subordinated creditors are second-level creditors: they do not vote on the Composition Agreement (and "specially related parties", are not entitled to vote on a Plan) and in the event of liquidation, they collect payment according to the ranking established in the Spanish Insolvency Act (once ordinary creditors have been paid in full).

Continuation of the business and contracts

One objective of the Spanish Insolvency Act is to support the survival of the debtor's business, which is not legally suspended despite the company having been declared insolvent. As an exception, the insolvency administrator is entitled to apply for liquidation at any time if the debtor ceases its business or professional activities.

An immediate consequence of the above referred principle of business continuation is that the declaration of insolvency does not affect the debtor's contracts. Therefore, the declaration of insolvency does not impair the existence of the contracts entered into by the debtor, which remain in force. Any contractual arrangements establishing the early termination, suspension or amendment of a contract with reciprocal obligations and/or entitling the relevant creditor to terminate it in the event of the declaration of insolvency or the liquidation of the debtor are deemed void and unenforceable, except when such provisions are legally permitted (e.g., swap agreements).

In addition, the termination of existing contracts on other grounds is only possible subject to court approval in limited circumstances expressly regulated by the Spanish Insolvency Act. For example, the judge may decide to remedy an eventual default of the insolvent party by reinstating an agreement, with the effect that any outstanding amounts and further payments under the agreement will be post-insolvency claims. If the court deems it appropriate for the interests of the insolvent estate (interés del concurso), it is also entitled to terminate an agreement, with compensation for damages if it deems it is best for the insolvency proceeding. There are specific rules for employment agreements, mainly affecting collective dismissals, which are dealt with by the insolvency judge. See section "—Effects on Contracts" above for further information.

Hardening periods

There is no automatic claw-back by virtue of law. Therefore, there are no prior transactions that automatically become void as a result of initiation of the insolvency proceedings. The insolvency administrator may only challenge those transactions that could be deemed as being "detrimental" to the insolvent debtor's estate (*masa activa*), provided that they have taken place within two years prior to bankruptcy declaration, even in the absence of fraudulent intent.

The same rescission grounds apply in relation to any detrimental action carried out or agreement entered into by the debtor within two years preceding the pre-insolvency filing, as well as those carried out since that date up to the declaration of insolvency, even if there has been no fraudulent intent, as long as: (i) the Plan has not been passed or, when passed, has not been approved by the court; and (ii) the insolvency is declared within a year of the end of the pre-insolvency period.

"Detriment" does not refer to the intention of the parties, but to the consequences of the transaction on the debtor's interests or on the equality of treatment among creditors. The analysis of whether an action, agreement or transaction is detrimental to the insolvency estate must be made on a case-by-case basis. The Spanish Insolvency Act does not define "detrimental" but it establishes a series of presumptions that give some indication as to how a court would rule in specific cases. Pursuant to the law, (a) detriment exists (as a non-rebuttable presumption, without admission of proof to the contrary) in the case of (i) disposals without consideration, except for ordinary largesse (*liberalidades de uso*) and (ii) early payment of unsecured obligations maturing after the insolvency declaration (except secured claims); and (b) detriment is deemed to exist (as a rebuttable presumption) in the case of (i) transactions entered into with parties that have a special relationship with the debtor, (ii) the creation of *in rem* rights in order to secure pre-existing obligations or those incurred to replace existing obligations and (iii) the cancellation of obligations secured by an *in rem* security falling due after the declaration of insolvency. In the remaining cases, detriment would have to be evidenced by the party seeking rescission.

Guarantees or security interests granted by a Spanish company in favor of a third-party, to secure other group companies' debt may be subject to claw-back, on the basis that such guarantees or security interests may be considered as detrimental to the guarantor's estate, if a Spanish Guarantor is not able to show that there was a tangible and identifiable corporate benefit for a Spanish Guarantor to grant such guarantee or security (beyond an abstract group interest or general mentions to pertinence to the same group of companies or the so-called "group interest"). Whether or not the granting of any upstream guarantee or security by a Spanish Guarantor is detrimental to the guarantor's estate is a factual matter that will need to be proven on a case-by-case basis (the beneficiary of the guarantee bearing the burden of such proof). Notwithstanding the foregoing, Spanish case law recognizes the validity of upstream guarantees.

If a claw-back action is successful, restoration of the assets that are the subject of the transaction, together with the proceeds and interest, will be ordered by the judge. If the assets cannot be restored to the debtor, the counterparty to the insolvent debtor must pay an amount in cash equal to the value of the assets at the time of their disposal, plus interest. If the judge rules that the transaction has been conducted in bad faith, the liable party will be required to indemnify the debtor for the losses suffered as its claim will be classified as subordinated. If the judge does not conclude that the transaction was conducted in bad faith, the counterparty to the debtor will settle its credit simultaneously with the restoration of the assets and rights to the insolvency estate as per bilateral contracts.

The exercise of claw-back actions does not prevent other actions against the debtor in accordance with law, which may be brought before the bankruptcy judge.

Under no circumstances can the following be rescinded: (i) ordinary transactions carried out within the debtor's ordinary course of the business cannot be rescinded, provided that they are carried out under market conditions,

(ii) actions contemplated in the specific legislation regarding systems of payment, set-off or liquidation of values and derivative instruments, (iii) guarantees constituted in favor of public law credits or credits in favor of the labor authorities or (iv) transactions subject to foreign law in case the beneficiary of the transaction can prove that such transaction cannot be rescinded under the law to which it is subject to. The Spanish Insolvency Act has also included among the transactions that cannot be subject to claw-back any transactions acknowledging and paying public law credits to mitigate the debtor's liability pursuant to the applicable criminal laws.

Neither Plans nor any transactions, acts and payments accomplished, or any guarantees instituted in the performance of such Plans will be subject to claw-back actions, provided that they comply with the requirements set out below in section "*Protection of certain Plans against claw-back*".

Protection of Certain Plans Against Claw-back

Certain Plans may be protected from claw-back risk provided that they comply with certain requirements.

In order to seek protection against claw-back, Plans can be judicially sanctioned (*homologado*) by the commercial court that will be competent to conduct a potential bankruptcy proceeding, upon request by the debtor or by any creditor having entered into such Plans.

If the Plan affects claims that represent at least 51% of the debtor's total liabilities, the following will not be subject to claw-back unless it is proven that they were made with an intent to defraud creditors:

1. Actions and transactions that were "reasonable" and "immediately necessary" for the successful negotiation of the Plan, if expressly identified as such in the Plan.

   (a) Any payment of (i) fees or costs in relation to negotiating, signing or confirming the Plan; (ii) fees for legal and professional advice closely related with the restructuring; (iii) employee salaries for completed work; and (iv) other amounts in the ordinary course of the debtor's business activity, will be deemed to be protected actions and transactions;

2. Interim and new money:

   (a) Interim money: new financing granted to the debtor that is reasonable and immediately needed to (i) ensure that the debtor's activity continues totally or partially while the Plan is being negotiated (and until a court approves it); or (ii) maintain or increase the value of the debtor's business or business units.

   (b) New money: new financing granted to the debtor that is provided for in the Plan and is necessary for its implementation.

Interim and new money may benefit from two effects:

(a) Protection against claw-back under the same terms as any other actions or transactions resulting from the Plan. As a special rule, in order to protect interim or new money lent by a "specially related party" to the debtor from claw-back, the claims affected by the Plan (after deducting any claims held by specially related parties) must represent more than 60% of the debtor's liabilities. Otherwise, they will be subject to the ordinary claw-back regime.

(b) Preferential treatment for repayment of interim or new money: in the event of insolvency, 50% of the interim or new money provided in the framework of a court-approved Plan will be treated as a claim against the estate (*crédito contra la masa*). The remaining 50% will be treated as a generally privileged claim (*crédito con privilegio general*).

This preferential treatment will only apply if the claims affected by the Plan exceed the minimum thresholds described above with respect to the debtor's total liabilities (i.e., 51% in general, and 60% (after deducting any claims held by specially related parties) if interim or new money is granted by a "specially related party" to the debtor).

3. Actions and transactions that are reasonable and immediately necessary to implement the Plan.

If the Plan affects claims that represent less than 51% of the debtor's total liabilities, the actions and transactions described above *may* still be subject to claw-back, but none of the rebuttable presumptions of detriment explained in section "*Hardening Periods*" will apply. Therefore (as long as none of the non-rebuttable presumptions apply), the insolvency administrator or the creditor requesting the claw-back will need to evidence the detriment.

Court approval of a Plan may be sought merely to ring-fence it from potential claw-back if the debtor becomes insolvent (i.e., without seeking to cram down dissenting creditors). The court will verify that the relevant majorities required for court approval are met before approving the Plan.

Judicially sanctioned Plans will not be subject to the bankruptcy claw-back action, but they may be challenged pursuant to general fraudulent conveyance law.

As to the rules to calculate whether the required thresholds have been reached, all creditors holding an interest in a syndicated loan will be deemed to have adhered to the Plan if it is favorably voted upon by at least 75% of the liabilities represented by the loan, or a lower majority if so established in the syndicated loan agreement. In any case, if the relevant threshold is satisfied, the Plan will be deemed approved by the total amount of the creditors subject to the syndicated instrument. If the threshold is not satisfied, votes of consenting creditors will be taken into account on an individual basis, unless the syndicated claims constitute a single class of creditors (in which case it will be deemed that class has not approved the Plan). In addition, dissenting creditors under a syndicated instrument can challenge the Plan before the courts, unless the syndicated instrument provides otherwise.

All voting classes of creditors need not accept a Plan for it to be adopted for the Plan to become binding for both (i) dissenting creditors in classes where a majority has been achieved (i.e., an intra-class cram-down); and (ii) creditors in classes where no majority has been achieved (i.e., a cross-class cram-down). For this to happen, the Plan must meet one of the following two requirements: (a) it must be supported by a simple majority of the classes, provided at least one of those classes is composed of claims that would benefit from a general or special privilege (i.e. secured claims) if the debtor were declared insolvent; or, failing that, (b) it must be supported by at least one of the classes that is "in the money" (i.e. any class that could, upon a valuation of the debtor as a going concern by the restructuring expert, be reasonably presumed to receive any payment according to the ranking of liquidation priorities applicable under the Spanish Insolvency Act).

Following the above, a dissenting class subject to a haircut will be allowed to challenge the Plan based on, among others, a more junior class (or the equity holders) receiving any payment from –or maintaining any interest in– the debtor under the Plan (i.e., the absolute-priority rule). The Spanish Insolvency Act, however, contains certain exceptions to the absolute-priority rule (it can be derogated in order to ensure the viability of the company and that the affected creditors' claims would not be unjustifiably prejudiced).

The Spanish Insolvency Act contains three distinct sets of measures aimed at restricting shareholders' bargaining power and ensuring that they will not unreasonably frustrate or impede the adoption, approval or implementation of a Plan.

The effects of a cross-class cram-down are subject to some limitations. If the Plan affects a class of claims secured by rights *in rem*, and that class has rejected the Plan by a majority of dissenting votes over favorable votes, any secured dissenting creditor of that class will have the right to enforce the underlying security interest (which will accelerate the underlying secured claim) within a month of the court ruling approving the Plan being published in the Public Insolvency Registry. If the proceeds obtained from the enforcement:

(a) are lower than the security value of the collateral set out in the Plan, the creditor will keep those proceeds in full (security value = 90% of "reasonable value" – legally preferred claims). Any deficit will remain unsatisfied, or

(b) are higher than the security value collateral set out in the Plan, but lower than the original claim, the creditor will keep those proceeds in full. Any excess will be deducted from the amounts that the creditor's unsecured part of the claim would be entitled to receive pursuant to the Plan; or

(c) alternatively, and only if expressly provided in the Plan, the dissenting creditor may wait to receive a cash payment for the amount of the secured claim that is covered by the security value of the collateral within no more than 120 days. If payment is not received in a timely manner, the affected creditor will be entitled to enforce the security interest.

Liquidation

If neither the debtor nor a creditor proposes a continuation plan or if no continuation plan obtains the approval of the required majority, or if the approved continuation plan is not subsequently sanctioned by the court, the court will declare the debtor's liquidation. Liquidation is also declared when, once approved, the continuation plan is declared null, or breached. Moreover, the debtor may apply for liquidation at any time during the insolvency proceedings.

Liquidation proceedings may also take place if the court so decides following the request of the insolvency administrador, who may request it if the debtor's business or professional activities have ceased.

The court order declaring liquidation may be appealed by the debtor. Liquidation will come into force when the referred order becomes final (*firme*).

The opening of the liquidation proceeding will normally trigger the dismissal of the debtor's management body and the appointment of an insolvency administrator (although the management bodies will continue to represent the company within the insolvency proceedings and related court processes). Moreover, the liquidation proceeding will lead to the declaration of the debtor's dissolution, and also, deferred claims will be accelerated, and non-monetary claims will be converted into monetary claims.

Even if the court orders the liquidation, the debtor's business operations may continue until the conclusion of the liquidation. Liquidation therefore does not necessarily imply the cessation of the business activities.

The Spanish Insolvency Act does not establish a mandatory period for concluding the liquidation. Creditors may request that the court dismiss and replace the insolvency administrator if liquidation takes more than one year, although the court will assess whether there exists a justified reason for the delay and, if so, will not dismiss the administrator. The insolvency administrator must provide a detailed plan, for information purposes, of how and when to liquidate the assets and rights pending to be sold, once liquidation has taken more than a year.

Pursuant to the Spanish Insolvency Act, the insolvency administrator no longer files a liquidation plan for court approval. When declaring liquidation or subsequently, the court will also approve, prior hearing the insolvency administrator, any special liquidation rules the court deems appropriate (which cannot provide for liquidation to go beyond one year or require court approval for the sale of any assets).

Quarterly reports on the liquidation status must be submitted by the insolvency administrator and sent to the creditors by electronic means. The breach of this information duty may cause the dismissal of the insolvency administrator and his or her personal liability for the damages caused to creditors.

Termination of the insolvency proceedings

Insolvency proceedings can also be terminated at any stage when, among others, it is proven that (i) the continuation plan is completed, (ii) the debtor's assets and rights have been liquidated, the proceeds of the liquidation have been used to pay off debts, and the final liquidation report has been submitted on time and not challenged, or, having been filed, the court has dismissed it, or (iii) all recognized claims have been repaid in full or claims have been paid off in full by any other means, or all creditors have withdrawn or waived their claims.

Finally, it must be noted that section 7º of Article 465 and Article 473 of the Spanish Insolvency Act foresees the termination of the insolvency proceeding at any time when assets are not enough to pay off the claims against the insolvency estate (*créditos contra la masa*), so long as no future claw-back actions are envisaged, nor actions claiming liability to third parties, nor the assessment of the proceedings as guilty (*concurso culpable*).

Fraudulent Conveyance Laws

Under Spanish law, in addition to insolvency claw-back actions, the insolvency administrator and any creditor may bring an action to rescind a contract or agreement (*acción rescisoria pauliana*) against its debtor and the third party that is a party to such contract or agreement, *provided* that such contract or agreement is performed or entered into fraudulently and the creditor cannot obtain payment of the amounts owed in any other way.

Although case law is not entirely consistent, it is broadly accepted that the following requirements must be met in order for a creditor to bring such action:

- the debtor owes the creditor an amount under a valid contract and the fraudulent action took place after such debt was created;
- the debtor has carried out an act that is detrimental to the creditor and beneficial to the third party;

- such act was fraudulent;
- there is no other legal remedy available to the creditor to obtain compensation for the damages suffered; and
- debtor's insolvency, construed as that situation where there has been a relevant decrease in the debtor's estate making it impossible or more difficult to collect the claim.

The existence of fraud (which must be evidenced by the creditor) is one of the essential requirements under Spanish law for the action to rescind to succeed, as opposed to claw-back actions where the subjective component or fraud does not have to be proven.

Pursuant to Article 1,297 of the Spanish Civil Code (*Código Civil*): (i) agreements by virtue of which the debtor transfers assets for no consideration, and (ii) transfers for consideration carried out by parties who have been held liable by a court (*sentencia condenatoria*) or whose assets have been subject to a writ of attachment (*mandamiento de embargo*) will be considered fraudulent. The presumption referred to in (i) above is an irrebuttable presumption (a *juris et de jure*) presumption, while the presumption indicated in (ii) above is a rebuttable presumption (a *juris tantum* presumption).

If the rescission action were to be upheld, the third party would be liable to return to the debtor the consideration received under the contract in order to satisfy the debt owed to the creditor. Subsequently, the creditor would need to carry out the actions necessary to obtain the amount owed by the debtor. If the consideration received by the third party under the contract cannot be returned to the debtor, the third party must indemnify the creditor for such damages.

Set-off

The Spanish Insolvency Act generally prohibits set-off of the credits and debts of the insolvent debtor once it has been declared insolvent, but such set-off where the requirements in order to operate were met before the declaration of insolvency can still apply. However, set-off is allowed after the debtor's insolvency (i) if the claims to be settled arise from the same agreement or contractual relationship, or (ii) when permitted by the applicable law to the obligation held by the debtor in insolvency to be set off (e.g. a hedging agreement governed by a law that permits set-off after an insolvency declaration as is the case of netting transactions governed by RDL 5/2005).

England and Wales

Certain of the Guarantors are companies incorporated under the laws of England and Wales.

Applicable legal framework and jurisdiction of the English courts

While the United Kingdom was a member state of the EU, insolvency processes opened in the United Kingdom were subject to both EU and applicable United Kingdom domestic legislation. Following the United Kingdom's departure from the EU on 31 January 2020 and the expiry of the subsequent transition period (the "**Transition Period**") on 31 December 2020, in accordance with the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) EU law as directly applicable in the United Kingdom at the end of the Transition Period (subject to certain exceptions) was transposed into United Kingdom domestic law subject to significant amendments. The Insolvency (Amendment) (EU Exit) Regulations 2019 (SI 2019/146) (as amended) effected key amendments to both EU insolvency laws previously directly applicable in the United Kingdom, including the Insolvency Regulation 2000 and the Insolvency Regulation, and domestic insolvency laws, including the Insolvency Act, the Insolvency (England and Wales) Rules 2016 (SI 2016/1024) (the "**Insolvency Rules**") and the Cross-Border Insolvency Regulations 2006 (SI 2006/1030) (the "**Cross-Border Insolvency Regulations**").

Unless insolvency proceedings or certain related proceedings were opened prior to the expiry of the Transition Period, in which case the unmodified Insolvency Regulation and related EU insolvency legislation govern the proceedings, insolvency proceedings with respect to the English Guarantors would likely proceed under, and be governed by, English insolvency laws in force at the time of commencement of the relevant proceedings. However, to the extent that an English Guarantor has its COMI in a member state of the EU, insolvency proceedings could, pursuant to the Insolvency Regulation and subject to certain exceptions, be opened in the relevant EU member state and be subject to the laws of that EU member state. In addition, pursuant to the Cross-Border Insolvency Regulations, certain foreign courts may have jurisdiction to oversee insolvency proceedings of any English Guarantor which has its COMI or an "establishment" (being a place of operations where it carries out a non-transitory economic activity with human means and assets or services) in such foreign jurisdiction or has a "sufficient connection" with that jurisdiction.

Although the scope of the English courts' jurisdiction varies for the different insolvency proceedings available in England and Wales, English courts generally have jurisdiction to open insolvency proceedings in respect of any company which has its COMI in the United Kingdom or which has its COMI in an EU member state (other than Denmark) and an "establishment" in the United Kingdom. An "establishment" is defined in the same way as under the Insolvency Regulation (see "*European Union*" above). While this allows English courts to assume jurisdiction over certain foreign companies in respect of certain insolvency proceedings, the efficacy of such proceedings will significantly depend on the likelihood and extent of subsequent recognition of such proceedings in relevant other jurisdictions (see "*Cross-border recognition of English insolvency and restructuring proceedings*" below).

Any insolvency proceedings by or against an English Guarantor would likely be based on English insolvency laws. English insolvency law is different to the laws of the United States and other jurisdictions with which investors may be familiar. In the event that an English Guarantor experiences financial difficulty, it is not possible to predict with certainty the outcome of insolvency or similar proceedings.

English insolvency laws and other limitations could limit the enforceability of a Guarantee against an English Guarantor.

The principal sources of English insolvency laws are the Insolvency Act and the Insolvency Rules. In addition, the Companies Act 2006 sets out statutory procedures which can be utilized to effect a compromise, or arrangement, between a company and its creditors and/or members. Certain reforms to the English insolvency and restructuring regime were introduced by the Corporate Insolvency and Governance Act (the "**CIG Act**"), which came into force on June 26, 2020.

The following is a brief description of certain aspects of English insolvency and restructuring laws relating to certain limitations on the Guarantees granted by the English Guarantors. The application of these laws could adversely affect investors, their ability to enforce their rights under such Guarantees and therefore may limit the amounts that investors may receive in an insolvency of an English Guarantor.

Administration

English insolvency laws empower English courts to make an administration order in respect of an English company in certain circumstances. An administrator can be appointed out of court by the company, its directors or the holder of a qualifying floating charge where the floating charge has become enforceable, and different procedures apply according to the identity of the appointer. Alternatively the court may make an administration order upon an application to the court by the company, its directors or one or more creditors if the court is satisfied that the relevant company is or is likely to become "unable to pay its debts" and that the administration order is reasonably likely to achieve the purpose of administration.

A company is deemed unable to pay its debts if it is insolvent on a "cash flow" basis (unable to pay its debts as they fall due) or if it is insolvent on a "balance sheet" basis (the value of the company's assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities). Such insolvency is presumed if, among other matters, the company fails either to satisfy a creditor's statutory demand for a debt exceeding £750 for a period of 3 weeks after receipt of the statutory demand at the company's registered office or to satisfy in full or in part a judgment debt (or similar court order).

The purpose of an administration is comprised of three objectives that must be looked at successively: rescuing the company as a going concern or, if that is not reasonably practicable, achieving a better result for the company's creditors as a whole than would be likely upon immediate liquidation or, if neither of those objectives is reasonably practicable, and the interests of the creditors as a whole are not unnecessarily harmed thereby, realizing property to make a distribution to secured or preferential creditors.

During the administration, a statutory moratorium is imposed such that in general no proceedings or other legal process may be commenced or continued against the debtor and no security interest over any of the company's property (save for eligible arrangements under the Financial Collateral Arrangements (No. 2) Regulations 2003 (as amended) (the "**Financial Collateral Regulations**")) may be enforced, except with leave of the court or consent of the administrator (although a demand for payment could be made under a guarantee granted by the company). However, certain creditors of a company in administration may, in certain defined circumstances, be able to realize their security over certain of that company's property notwithstanding the statutory moratorium by virtue of the disapplication of the moratorium in relation to any security interest created or otherwise arising under a "financial collateral arrangement" under the Financial Collateral Regulations.

An administrator is given wide powers to conduct the business of the company to which they are appointed and, subject to certain requirements under the Insolvency Act, dispose of the property of a company in administration (including property subject to a floating charge). While an administrator is in office in respect of an English Guarantor, the powers of the board of directors of that English Guarantor (save those that do not interfere with the exercise of the administrator's powers, and those permitted by the administrator) are suspended. A set proportion of the proceeds of the realization of any property subject to a floating charge will need to be set aside for satisfaction of the claims of preferential creditors and the ring-fencing of the Prescribed Part (see "—*Prescribed Part*" below). An administrator may also, with prior approval by the court, deal with assets subject to a fixed charge, *provided* that disposing of the property is likely to promote the purpose of the administration and the administrator applies the net proceeds from the disposal towards discharging the obligations of the company to the fixed charge holder.

Unless extended, administration terminates automatically after a year. An administration may be extended by court order or may also be extended with the consent of the creditors up to a maximum period of one further year, provided that the court has not previously extended the administration and that creditors have not previously consented to any prior extension. The relevant company may exit administration if the administrator is satisfied that one or more of the statutory objectives have been achieved (upon application to and by order of the court if the administration is pursuant to an administration order) and may resume normal business upon exiting administration. However, the administrator also has the power, should they conclude that there is no reasonable prospect of rescuing the company, to either place the company into liquidation or use their powers under, and in accordance with, the Insolvency Act to distribute the company's assets and thereby achieve substantially the same result as a liquidation.

Accordingly, if any of the English Guarantors were to enter into administration, the Notes and the Guarantees may not be enforceable without the permission of the court or consent of the administrator while the relevant company was in administration. There can be no assurance that such permission of the court or consent of the administrator would be obtained. The order of priority which applies to any distribution to creditors is set out below (see "*Priority on insolvency*" below).

Qualifying floating charge

If a company grants security constituting a "qualifying floating charge" to a party for the purposes of English insolvency law, that party will be able to appoint an administrator out of court (see "*Administration*" above) or (in limited circumstances) an administrative receiver (see "*Administrative receivership*" below). The holder of a qualifying floating charge is also entitled to advance notice of an intention of a company or its directors to appoint an administrator, allowing the charge holder to either appoint its own administrator (or, where applicable, administrative receiver) in place of the proposed administrator, conduct negotiations with the proposed appointors over the identity or terms of appointment of the proposed administrator or (in an extreme case) prevent the company going into administration.

A floating charge constitutes a qualifying floating charge if it is created by an instrument which (a) states that the relevant statutory provision applies to it, (b) purports to empower the holder to appoint an administrator of the company, or (c) purports to empower the holder to appoint an administrative receiver within the meaning given by Section 29(2) of the Insolvency Act. A party will be the holder of a qualifying floating charge if such floating charge security, together (if necessary) with other forms of security granted to that party, relates to the whole or substantially the whole of the property of the relevant company, and at least one such security interest is a qualifying floating charge. Please note that it is a matter of fact whether the extent of the security granted relates to 'the whole or substantially the whole' of the property of a company and there is no statutory guidance as to what percentage of a company's assets should be charged to satisfy this test.

Administrative receivership

As noted above, administrative receivership as a creditor remedy has been largely abolished and is only available in very limited circumstances. The ability to appoint an administrative receiver only applies to holders of a qualifying floating charge where either the security document granting such charge pre-dates September 15, 2003 or where it falls within one of the exceptions under the Insolvency Act (as amended by the Enterprise Act 2002). The most relevant exception to the prohibition on the appointment of an administrative receiver is the exception relating to "capital market arrangements" (as defined in the Insolvency Act), which may apply if the issue of the

Notes creates a debt of at least £50.0 million for the relevant English company during the life of the arrangement and the arrangement involves the issue of a "capital market investment" (which is defined in the Insolvency Act, and includes rated, listed or traded debt instruments, and debt instruments designed to be rated, listed or traded).

If an administrative receiver has been appointed, an administrator can only be appointed by the court (and not by the company, its directors or the holder of a qualifying floating charge using the out-of-court procedure), and then only if the person who appointed the administrative receiver consents or the court considers that the security pursuant to which the administrative receiver was appointed is capable of challenge as a transaction at an undervalue, a preference (see "—*Transaction at an undervalue*" and "—*Preference*" above, respectively). If an administrator is appointed, any administrative receiver will vacate office.

Fixed charge receivership

A fixed charge receiver (as opposed to an administrative receiver, who is appointed under certain floating charges – see "—*Administrative receivership*" above) may be appointed over some or all of the assets secured by a fixed charge in accordance with the terms of a security document creating a fixed charge or (in limited circumstances) pursuant to statute under the Law of Property Act 1925, although it is standard market practice to augment the powers of any receiver appointed through the relevant security document.

If appointed under the terms of a security agreement, grounds for appointment under the terms of the charge (such as a default) must exist and the charging company must have failed to satisfy the demand made for an appointment to take place. A receivership is not a process pursuant to English insolvency laws as such and a fixed charge receivership can be run in parallel to a liquidation or an administration. However, an administrator may require a fixed charge receiver to vacate office unless that fixed charge receiver was appointed under a charge created or otherwise arising under a "financial collateral arrangement", as per Regulation 8(4) of the Financial Collateral Regulations (see "—*Administration*" above).

The primary duty of a fixed charge receiver is to realise the assets over which (s)he is appointed, meaning (s)he owes an over-riding duty of care to the appointor, although certain limited duties are also owed to the debtor. This contrasts with the duty of an administrator, who performs his/her duties in the interests of a company's creditors as a whole. In other words, receivership is a proprietary remedy whereas administration is a collective procedure. In realizing the charged assets, the receiver will need to take reasonable care to obtain the best price obtainable in the circumstances. In doing so, the fixed charge receiver will be entitled to a statutory indemnity in respect of any liabilities from the realizations made of the assets of the company (and may also have the benefit of a contractual indemnity from the appointor).

To the extent the receiver has been appointed under a crystallized floating charge, amounts will be deducted from the proceeds of the realization of the charged assets to pay the Prescribed Part and any preferential creditors (see "—*Prescribed Part*" below).

Liquidation/winding up

Liquidation is a company dissolution procedure under which the assets of a company are realized and distributed by the liquidator to creditors in the statutory order of priority prescribed by the Insolvency Act (see "—*Priority on insolvency*" below). There are two forms of winding-up: (a) compulsory liquidation, by order of the court; and (b) members' voluntary liquidation or creditors' voluntary liquidation, in each case by resolution of the company's members. The difference between the two voluntary proceedings is the solvency of the company in question; in a members' voluntary liquidation, the directors of the company swear a statutory declaration as to the company's solvency over the following 12 months whereas the primary ground for the creditors' voluntary liquidation of an insolvent company is that it is unable to pay its debts (see "—*Administration*" above). Note that while a creditors' voluntary liquidation (other than as an exit from administration) is initiated by a resolution of the members, not the creditors, once in place the process is subject to some degree of control by the creditors. Whereas compulsory liquidation and creditors' voluntary liquidation proceedings are available to foreign companies with sufficient nexus to the United Kingdom in addition to companies within the English courts' general jurisdiction (see "—*Applicable legal framework and jurisdiction of the English courts*" above), members' voluntary liquidation proceedings are only available to companies registered in England, Wales or Scotland.

The effect of a compulsory winding-up differs in a number of respects from that of a voluntary winding-up. In a compulsory winding-up, under Section 127 of the Insolvency Act any disposition of the relevant company's property made after the commencement of the winding-up is, unless sanctioned by the court, void. However, this will not apply to any property or security interest subject to a disposition or created or otherwise arising under a "financial collateral arrangement" under the Financial Collateral Regulations and will not prevent a close-out netting provision taking effect in accordance with its terms. Subject to certain exceptions, when an order is made for the winding-up of a company by the court, it is deemed to have commenced at the time of the presentation of the winding-up petition. Once a winding-up order is made by the court a stay of all proceedings against the company will be imposed. No action or proceeding may be continued or commenced against the company without leave of the court and subject to such terms as the court may impose although there is no stay on the enforcement of security.

In the context of a voluntary winding-up, however, there is no equivalent to the retrospective effect of a winding-up order; the winding-up commences on the passing of the resolution to wind up. As a result, there is no equivalent of Section 127 of the Insolvency Act. There is also no automatic stay in the case of a voluntary winding-up—it is for the liquidator, or any creditor or contributory of the company, to apply for a stay to prevent the continuation of legal proceedings and enforcement of security.

A liquidator has the power to bring or defend legal proceedings on behalf of the company, to carry on the business of the company as far as it is necessary for its beneficial winding up, to sell the company's property and execute documents in the name of the company and to challenge antecedent transactions (see "—*Transaction at an undervalue*", "—*Preference*", "—*Transaction defrauding creditors*" and "—*Extortionate credit transaction*" above).

Scheme of arrangement

Although not an insolvency proceeding, pursuant to Part 26 of the Companies Act 2006 the English courts have jurisdiction to sanction a scheme of arrangement that effects a compromise of a company's liabilities between a company and its creditors (or any class of its creditors). An English Guarantor may be able to pursue a scheme in respect of its financial liabilities. In addition, a foreign company which (a) is liable to be wound up under the Insolvency Act and (b) has a "sufficient connection" to England and Wales could also pursue a scheme. In practice, a foreign company is likely to satisfy the first limb of this test and the second limb has been found to be satisfied where, amongst other things, the company's COMI is in England, the company's finance documents are English law governed or the company's finance documents have been amended in accordance with their terms to be governed by English law. Ultimately, each case will be considered on its particular facts and circumstances so previous cases will not necessarily determine whether or not any of the grounds of the second limb are satisfied in the present case.

Before the court considers the sanction of a scheme of arrangement, affected creditors will vote on the proposed compromise or arrangement in respect of their claims in a single class or in a number of classes, depending on the rights of such creditors that will be affected by the proposed scheme and any new rights that such creditors are given under the scheme. Such compromise can be proposed by the company or its creditors (although a creditor-led scheme would nonetheless require the consent of the company or its insolvency officeholder). If a majority in number representing 75% or more by value of those creditors present and voting at the meeting(s) of each class of creditors vote in favor of the proposed scheme, irrespective of the terms and approval thresholds contained in the finance documents, then that scheme will (subject to the sanction of the court and delivery of the court's order sanctioning the scheme to the Registrar of Companies) be binding on all affected creditors, including those affected creditors who did not participate in the vote and those who voted against the scheme. The scheme then needs to be sanctioned by the court at a sanction hearing where the court will review the fairness of the scheme and consider whether it is reasonable. The court has discretion as to whether to sanction the scheme as approved, make an order conditional upon modifications being made or refuse to sanction the scheme. In exercising its discretion to sanction a scheme of a foreign company, the court will need to be satisfied that the scheme of arrangement would have substantial effect in the jurisdictions in which the company has its main assets or operations, in the jurisdictions of any other obligors of the debt, and under the governing law the affected debt documents (if not English law). Often this is achieved by providing expert evidence that the scheme of arrangement is likely to be recognized in such jurisdictions.

Unlike an administration proceeding, the commencement of a scheme of arrangement does not automatically trigger a moratorium of claims or proceedings.

Restructuring plan

The CIG Act introduced a restructuring plan procedure under Part 26A of the Companies Act 2006 which is intended broadly to follow the process for a scheme of arrangement, but with the added possibility of a "cross-class cram-down". A company can propose a restructuring plan to its creditors (and/or its shareholders). A restructuring plan may also be proposed by any creditor of the company or any liquidator or administrator appointed to the company. The consent of the company (or its insolvency officeholder) is required if the plan is proposed by a creditor or shareholder. Creditors will be divided into classes based on the similarity or otherwise of their rights prior to the restructuring plan and following implementation of the plan. The court must approve the class formation and the convening of restructuring plan meetings. Each class will then vote on whether they approve the plan and *provided* that sufficient creditors approve the plan and the court considers it a proper exercise of its discretion to sanction the plan, then upon delivery of the court's order sanctioning the plan to the Registrar of Companies the plan will be binding on all creditors regardless of whether they, individually or as a class, approved the plan.

There are two additional conditions a company must meet in order to use a restructuring plan: (a) the company must have encountered or be likely to encounter financial difficulties that are affecting, or will or may affect, its ability to carry on business as a going concern; and (b) a compromise or arrangement must be proposed between the company and its creditors (or any class of them) and the purpose of such compromise or arrangement must be to eliminate, reduce, prevent or mitigate the effect of any of the financial difficulties the company is facing.

Before the court considers the sanction of a restructuring plan, affected creditors will vote on the proposed compromise or arrangement in respect of their claims in a single class or in a number of classes, depending on the rights of such creditors that will be affected by the proposed restructuring plan and any new rights that such creditors are given under the restructuring plan. Creditors whose rights are affected by the compromise or arrangement must be permitted to participate in the relevant class meeting and vote on the plan but there is no need to include creditors whose rights are not affected. Furthermore, a court may exclude a class of creditor whose rights are affected where it is satisfied that none of the members of that class has a genuine economic interest in the company.

In respect of a consensual restructuring plan (i.e., one where each class votes in favor) to be capable of being sanctioned by the court, 75% in value of creditors present and voting (in person or by proxy) in each class must agree to the compromise or arrangement. In respect of a "cram-down" restructuring plan (i.e., a restructuring plan where there is a dissenting class of creditors), the court may still sanction a plan, *provided* that (a) the court is satisfied that none of the dissenting classes are any worse off under the plan than they would be in the event of the "relevant alternative" (referred to below); and (b) the plan has been agreed by a number representing 75% or more in value of a class of creditors, present and voting (in person or by proxy) who would receive a payment, or have a genuine economic interest in the company, in the event of the relevant alternative. The relevant alternative is whatever the court considers would be most likely to occur in relation to the company if the compromise or arrangement were not sanctioned by the court.

The restructuring plan must then be sanctioned by the court at a sanction hearing where the court will review whether the applicable statutory conditions have been met and may also consider whether the restructuring plan is just and equitable. The court has discretion as to whether to sanction the restructuring plan as approved, make an order conditional upon modifications being made, or refuse to sanction the restructuring plan. Once sanctioned, the restructuring plan binds all affected stakeholders whose rights will be as set out in the restructuring plan, which shall be effective (in accordance with its terms) upon delivery of the court's order sanctioning the restructuring plan to the Registrar of Companies or, where the company is an overseas company, publication of the court's order in the Gazette. Unlike an administration proceeding, the commencement of a restructuring plan does not automatically trigger a moratorium on claims or proceedings.

Company voluntary arrangement

A company voluntary arrangement is a procedure intended to allow companies to avoid potentially terminal insolvency proceedings and to address their financial difficulties by obtaining a binding agreement or compromise with their unsecured creditors. Although it does not result in the insolvency of a company, a company voluntary arrangement is implemented under the supervision of an insolvency practitioner who acts as the nominee before the company voluntary proposals are approved, and as the supervisor afterwards. A company voluntary arrangement may also be used as a tool alongside a formal insolvency procedure, such as administration, in order to implement a compromise between the debtor company and its creditors.

English courts are empowered to oversee company voluntary arrangements in respect of companies within their general jurisdiction and companies incorporated in England, Wales, Scotland or an EEA state or with their respective COMI in the UK or an EU member state (other than Denmark).

Pursuant to Part I of the Insolvency Act, a company (by its directors or its administrator or liquidator, as applicable) may propose a company voluntary arrangement to the company's shareholders and creditors which entails a compromise, or other arrangement, between the company and its creditors, typically a rescheduling or reducing of the company's debts. *Provided* that the proposal is approved by the requisite majority of creditors by way of a decision procedure, it will bind all unsecured creditors who were entitled to vote on the proposal. A company voluntary arrangement cannot affect the right of a secured creditor to enforce its security, except with its consent.

In order for the company voluntary arrangement proposal to be passed, it must be approved by at least 75% (by value) of the company's creditors who respond in the decision procedure, and no more than 50% (by value) of unconnected creditors may vote against it. A simple majority of the company's members must also have voted on the proposal. However, if the company's creditors approve the proposal, the CVA will be implemented notwithstanding a vote against by the members. Secured debt cannot be voted in a company voluntary arrangement, however, a secured creditor may vote to the extent that its claims are undersecured. A secured creditor who proves in the company voluntary arrangement for the whole of its debt may be deemed to have given up its security.

Unlike an administration proceeding, a company voluntary arrangement does not automatically trigger a moratorium of claims or proceedings.

Priority on insolvency

One of the primary functions of winding-up (and, where the company cannot be rescued as a going concern, one of the possible functions of administration) under English law is to realize the assets of the company in question and distribute the proceeds from those assets to the company's creditors.

In accordance with the Insolvency Act and the Insolvency Rules, creditors are placed into different classes, with the proceeds from the realization of the insolvent company's property applied in descending order of priority, as set out below. With the exception of the Prescribed Part (as defined below), distributions generally cannot be made to a class of creditors until the claims of the creditors in a prior ranking class have been paid in full. Unless creditors have agreed otherwise with the company, distributions are made on a *pari passu* basis, that is, the assets are distributed in proportion to the debts due to each creditor within a class.

Contractual setting-off arrangements entered into after a company enters liquidation or administration are only respected to the extent they fall within the definition of "mutual dealing" as applied by the mandatory insolvency set-off regime. This regime sees an account being taken of what is due from each party to the other in respect of their mutual dealings, and only the resulting net balance is either provable by the creditor in the administration or liquidation of the company (if amounts remain due to the creditor) or, conversely, is payable by the creditor to the company (if amounts remain due to the company).

The general priority on insolvency is as follows (in descending order of priority):

- First ranking: holders of fixed charge security (but only to the extent the value of the secured assets covers that indebtedness);

- Second ranking: expenses of the insolvent estate (there are statutory provisions setting out the order of priority in which expenses are paid);

- Third ranking: ordinary and secondary preferential creditors:

  - ordinary preferential debts include (but are not limited to) debts owed by the insolvent company in relation to: (i) contributions to occupational and state pension schemes; (ii) wages and salaries of employees for work done in the four months before the insolvency date, up to a maximum of £800 per person; and (iii) holiday pay due to any employee whose contract has been terminated, whether the termination takes place before or after the date of insolvency. As between one another, ordinary preferential debts rank equally; and

  - secondary preferential debts rank for payment after the discharge of ordinary preferential debts. Secondary preferential debts include claims by HMRC in respect of certain taxes including VAT, PAYE income tax (including student loan repayments), employee NI contributions and Construction Industry Scheme deductions (but excluding corporation tax and employer NI contributions) which are held by the company on behalf of employees and customers. As between one another, secondary preferential debts rank equally;

- Fourth ranking: holders of floating charge security, according to the priority of their security. This would include any security interest that was stated to be a fixed charge in the document that created it but which, on proper interpretation by the court, was rendered a floating charge. However, before distributing asset realizations to the holders of floating charges, the Prescribed Part (as defined below) must, subject to certain exceptions, be set aside for distribution to unsecured creditors;

- Fifth ranking:

    - firstly, provable debts of unsecured creditors and (to the extent of any unsecured shortfall) secured creditors, in each case including accrued and unpaid interest on those debts up to the date of commencement of the relevant insolvency proceedings. To pay the secured creditors any unsecured shortfall, the insolvency officeholder can only use realizations from unsecured assets as secured creditors are not entitled to any distribution from the Prescribed Part unless the Prescribed Part is sufficient to pay out all unsecured creditors;

    - secondly, interest on the company's debts (at the higher of the applicable contractual rate and the rate determined in accordance with the Judgments Act 1838 (currently 8% per annum)) in respect of any period after the commencement of liquidation, or after the commencement of an administration which has been converted into a distributing administration; and

    - thirdly, non-provable liabilities, being liabilities that do not fall within any of the categories above and therefore are only recovered in the (unusual) event that all categories above are fully repaid; and

- Sixth ranking: shareholders. If, after the repayment of all unsecured creditors in full, any remaining funds exist, these will be distributed to the shareholders of the insolvent company.

Subject to the above order of priority, subordinated creditors are ranked according to the terms of the subordination language in the relevant documentation (provided that such terms do not contravene the Insolvency Act or English common law).

Prescribed Part

An insolvency officeholder of the company (e.g., an administrator or liquidator) will generally be required to ring-fence a certain percentage of the proceeds of enforcement of floating charge security for the benefit of unsecured creditors (after making full provision for preferential creditors and expenses out of floating charge realizations) (the "**Prescribed Part**"). This ring-fence applies to (a) 50% of the first £10,000 of the company's net property and (b) 20% of the remainder of the company's net property over £10,000, with a maximum aggregate cap of £800,000 (except where the company's net property is available to be distributed to the holder of a first-ranking floating charge created before April 6, 2020, in which case the maximum aggregate cap is £600,000). The Prescribed Part must be made available to unsecured creditors unless the cost of doing so would be disproportionate to the resulting benefit to creditors.

Moratoriums

As outlined above, certain of the insolvency processes available in England and Wales provide for the automatic or optional moratorium imposing a period of time during which third parties including creditors are unable to institute or continue legal action against the company, enforce certain rights and/or call upon security or guarantees. Besides the moratorium available to companies undergoing administration (see "*Administration*" above), moratoriums are also available to companies entering liquidation (see "*Liquidation/winding-up*" above).

Restriction on the operation and exercise of ipso facto provisions

Recent changes to the Insolvency Act introduced a restriction on the operation and exercise of ipso facto clauses in order to preserve the continuity of the provision of goods and services to companies undergoing insolvency procedures. In general terms, ipso facto clauses are provisions in supply of goods or services contracts which allow suppliers to terminate the contract or supply or take any other action, or provide for the automatic termination of the contract or supply or the occurrence of any other event, upon the counterparty entering an insolvency procedure. Under the new approach, to the extent that the trigger event is the counterparty's entry into a 'relevant insolvency procedure' (e.g. an administration, administrative receivership, company voluntary arrangement, liquidation and/or a restructuring plan), such clauses will be deemed void and suppliers will be unable to terminate the relevant contracts unless the company or the relevant office-holder consents to the termination or the court grants permission on the basis that it is satisfied that the continuation of the contract would cause the supplier hardship.

The restrictions do not apply to a range of contracts involving financial services or entities involved in the provision of financial services, including contracts for the provision of lending, financial leasing or guarantees, contracts for the purchase, sale or loan of securities or commodities and agreements which are, or form part of, arrangements involving the issue of a capital market investment (as defined in the Insolvency Act).

Cross-border recognition of English insolvency and restructuring proceedings

General position

The recognition of English insolvency and restructuring proceedings in other jurisdictions is governed by applicable treaties in respect of the mutual recognition (or otherwise) of courts' jurisdiction, proceedings and judgments and general principles of private international law such as comity and conflicts of laws rules applicable in the relevant jurisdictions.

One of the key insolvency-related treaties is the UNCITRAL Model Law on Cross-Border Insolvency (the "**Model Law**"), which has been adopted in a number of jurisdictions, including the United States and the United Kingdom, where it was implemented by the Cross-Border Insolvency Regulations. The Model Law provides for recognition of certain United Kingdom insolvency proceedings in other signatory states as either foreign main proceedings (if COMI of the relevant debtor is determined to be in the United Kingdom) or foreign non-main proceedings (if COMI is determined to be in another jurisdiction but the debtor has an establishment in the United Kingdom). The Cross-Border Insolvency Regulations only provide for recognition of proceedings under British insolvency law, which in relation to England and Wales covers proceedings initiated under the Insolvency Act other than receivership proceedings and members' voluntary liquidations, and does not extend to restructuring processes governed by corporate law such as schemes of arrangement.

The recognition of English courts' jurisdiction and orders in respect of schemes of arrangement, which are restructuring rather than insolvency proceedings, will be subject to treaties regarding matters relating to the jurisdiction of courts in civil proceedings and the enforcement of civil judgments such as the Hague Convention on Choice of Court Agreements 2005 (the "**Hague Convention 2005**") and the Lugano Convention 2007 (the "**Lugano Convention**") (subject to the United Kingdom's pending accession to the latter) where these apply. As of 15 January 2024, the UK Government has signed the Hague Convention of 2 July 2019 on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters (the "**Hague Convention 2019**"), which will come into force on 1 July 2025 (being 12 months after ratification) and apply to judgments in proceedings commenced after that date. In addition, recognition is still possible under principles of private international law and Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations ("**Rome I**").

The recognition of English courts' jurisdiction and orders in respect of restructuring plans is a developing area of law. It remains to be seen whether, restructuring plans will fall within the scope of treaties regarding matters relating to the jurisdiction of courts in civil proceedings and the enforcement of civil judgments such as the Hague Convention and the Lugano Convention, or whether they will be treated more akin to insolvency and restructuring proceedings, and fall within related exceptions to such treaties.

Recognition in the EU

Following the United Kingdom's departure from the EU and the expiry of the Transition Period, United Kingdom proceedings no longer benefit from automatic and guaranteed recognition in EU member states. As the trade and cooperation terms agreed between the EU and the United Kingdom do not include a replacement regime for the current automatic recognition of United Kingdom insolvency procedures across the EU (and vice versa) or otherwise address insolvency matters, cross-border insolvencies involving the United Kingdom and one or more EU member states will be subject to a degree of uncertainty and increased complexity.

Unless or until a mutual recognition agreement is reached in the future, it is likely to be more problematic for United Kingdom restructuring and insolvency proceedings to be recognised in EU member states and for United Kingdom office holders to effectively deal with assets located in EU member states. The general position outlined above will apply and recognition will depend on the private international law rules adopted in the relevant EU member state and the need may well arise to open parallel proceedings, increasing the element of risk as well as costs. In particular in cases where the appointment of a United Kingdom office holder is made in reliance on a United Kingdom domestic approach rather than COMI rules, it is much less certain that such appointment will be recognised in other EU member states. To the extent relevant proceedings are deemed to fall within the remit of contract law, Rome I may offer an additional basis for recognition in EU member states.

As a consequence, the recognition of English insolvency and restructuring proceedings across the EU member states may be different from what investors may have experienced in the past when the United Kingdom was a member state of the EU. It is not possible to predict with certainty if and to what extent proceedings will be recognised and whether investors may be adversely affected as a result.

PLAN OF DISTRIBUTION

Each of the Initial Purchasers, in its capacity as an initial purchaser, pursuant to a purchase agreement, dated January 22, 2025 (the "**Purchase Agreement**"), has agreed with the Issuer, subject to the satisfaction of certain conditions, to subscribe and pay for the Notes at the initial purchase price specified therein, less subscription and underwriting fees and certain expenses to be agreed between the Issuer and the Initial Purchasers. The Purchase Agreement entitles the Initial Purchasers to terminate the Purchase Agreement in certain circumstances prior to payment being made to the Issuer.

The Issuer has been advised by the Initial Purchasers that they propose to resell the Notes outside the United States in reliance on Regulation S and in accordance with applicable law.

Pursuant to the Purchase Agreement, each of the Issuer and the Guarantors (upon accession to the Purchase Agreement) has agreed to indemnify the Initial Purchasers against certain liabilities.

The Notes will be issued in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof.

This Offering Memorandum has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside the United States in reliance on Regulation S and for the admission of the Notes to listing on the Official List of the Luxembourg Stock Exchange and the admission of the Notes to trading on the Euro MTF Market. Each of the Issuer and the Initial Purchasers reserve the right to reject any offer to purchase, in whole or in part, for any reason, or to sell less than the principal amount of Notes which may be offered. This Offering Memorandum does not constitute an offer to any person in the United States. Distribution of this Offering Memorandum to any person within the United States is unauthorized and any disclosure of any of its contents to such persons is prohibited.

The Initial Purchasers have advised the Issuer that they presently intend to make a market in the Notes as permitted by applicable laws and regulations. The Initial Purchasers are not obligated, however, to make a market in the Notes and any such market making may be discontinued at any time at the sole discretion of the Initial Purchasers. Accordingly, no assurance can be given as to the liquidity of, or trading markets for, the Notes. See "*Risk Factors—Risks Related to the Notes and the Guarantees—There currently exists no market for the Notes, and we cannot assure you that such an active trading market for the Notes will develop*."

The Notes will initially be offered at the price indicated on the cover page hereof. After the initial offering of the Notes, the offering price and other selling terms of the Notes may from time to time be varied by the Initial Purchasers without notice.

The Purchase Agreement provides that the Issuer will indemnify and hold harmless the Initial Purchasers against certain liabilities, including liabilities under the U.S. Securities Act, and will contribute to payments that the Initial Purchasers may be required to make in respect thereof. The Issuer has agreed, subject to certain limited exceptions, not to offer, sell, contract to sell or otherwise dispose of, except as provided under the Purchase Agreement, any debt securities issued or guaranteed by the Issuer and having a tenor of more than one year during the period from the date of the Purchase Agreement through and including the date that is 60 days after the date of the Purchase Agreement, without the prior written consent of the representatives of the Initial Purchasers.

The Issuer has applied to have the Notes listed on the Official List of the Luxembourg Stock Exchange and to admit the Notes to trading on the Euro MTF Market. Neither the Initial Purchasers nor the Issuer can assume that the Notes will be approved for admission to listing and trading, and will remain listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Euro MTF Market.

The Issuer expects that delivery of the Notes will be made against payment on the Notes on or about the date specified on the cover page of this offering memorandum, which will be nine business days (as such term is used for purposes of Rule 15c6-1 of the Exchange Act) following the date of pricing of the Notes (this settlement cycle is referred to as "T+9"). Under Rule 15c6-1 of the Exchange Act, trades in the secondary market generally are required to settle in one business day unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Notes on the date of pricing of the Notes or the next seven succeeding business days will be required to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of the Notes who wish to make such trades should consult their own advisers.

In connection with the Offering, the Stabilizing Manager, or a person acting on its behalf, may engage in transactions that stabilize, maintain or otherwise affect the price of the Notes. Specifically, the Stabilizing

Manager may bid for and purchase Notes in the open markets for the purpose of pegging, fixing or maintaining the price of the Notes. The Stabilizing Manager may also over-allot the Offering, creating a syndicate short position, and may bid for and purchase Notes in the open market to cover the syndicate short position. In addition, the Stabilizing Manager may bid for and purchase Notes in market-making transactions as permitted by applicable laws and regulations. These activities may stabilize or maintain the respective market price of the Notes above market levels that may otherwise prevail. The Stabilizing Manager is not required to engage in these activities, and may end these activities at any time. Accordingly, no assurance can be given as to the liquidity of, or trading markets for, the Notes. See "*Risk Factors—Risks Related to the Notes and the Guarantees—There currently exists no market for the Notes, and we cannot assure you that such an active trading market for the Notes will develop.*"

These stabilizing transactions and covering transactions may cause the price of the Notes to be higher than it would otherwise be in the absence of these transactions. These transactions may begin on or after the date on which adequate public disclosure of the terms of the Offering is made and, if commenced, may be discontinued at any time at the sole discretion of the Initial Purchasers. If these activities are commenced, they must end no later than the earlier of 30 days after the Issue Date and 60 days after the date of the allotment of the Notes. These transactions may be effected in the over- the-counter market or otherwise.

General

No action has been or will be taken by the Issuer, the Guarantors or the Initial Purchasers in any jurisdiction by such Initial Purchaser that would permit a public offering of the Notes, or the possession, circulation or distribution of this offering memorandum or any other material relating to the Issuer or the Notes, in any jurisdiction where action for such purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this offering memorandum nor any other offering material or advertisements in connection with the Notes may be distributed or published, in or from any country or jurisdiction except under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction.

Other Relationships

The Initial Purchasers and their affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial investment banking, financial advising, investment management, principal investment, hedging, financing and brokerage activities. The Initial Purchasers or their respective affiliates from time to time have provided in the past and may provide in the future investment banking, financial advisory and commercial banking services to the Issuer and its affiliates in the ordinary course of business for which they have received or may receive customary fees and commissions. In addition, in the ordinary course of their business activities, the Initial Purchasers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its respective affiliates. The Initial Purchasers and their affiliates may receive allocations of the Notes. Certain Initial Purchasers or their affiliates are agents and/or lenders under the Securitization Program. Certain Initial Purchasers or their affiliates are agents and/or lenders under certain of the Group's Existing Term Loan the Existing Revolving Credit Facility and indebtedness under which the Issuer intends to repay with the net proceeds of the offering of the Notes, including the New Revolving Credit Facility. The Initial Purchasers and their respective affiliates may, in the future, act as hedge counterparties to the Issuer consistent with their customary risk management policies. Typically, such Initial Purchasers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such short positions could adversely affect future trading prices of Notes. The Initial Purchasers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

TRANSFER RESTRICTIONS

You are advised to consult legal counsel prior to making any offer, resale, pledge or other transfer of any of the Notes offered hereby.

The Notes have not been and will not be registered under the U.S. Securities Act, or securities laws of any other jurisdiction and, unless so registered, may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable securities laws of any other jurisdiction. Accordingly, the Notes offered hereby are being offered and sold only outside the United States in offshore transactions in reliance on Regulation S.

We use the terms “offshore transaction” and “United States” with the meanings given to them in Regulation S.

You, by your acceptance thereof, will be deemed to have acknowledged, represented to and agreed with the Issuer, the Guarantors and the Initial Purchasers as follows:

(1) You understand that the Notes are being offered for resale in a transaction not involving any public offering in the United States within the meaning of the U.S. Securities Act, that the Notes have not been and will not be registered under the U.S. Securities Act and that (i) if in the future you decide to offer, resell, pledge or otherwise transfer any of the Notes, such Notes may be offered, resold, pledged or otherwise transferred only (a) outside the United States in a transaction complying with Regulation S or (b) in compliance with the registration requirements of the U.S. Securities Act or pursuant to an exemption therefrom or in any transaction not subject thereto, and in each case in compliance with the conditions for transfer set out in paragraph (5) below and in accordance with any applicable securities laws of any state of the United States, and that (ii) you will, and each subsequent holder is required to, notify any subsequent purchaser of the Notes from you of the resale restrictions referred to in (i) above.

(2) You are purchasing the Notes outside the United States in an offshore transaction in accordance with Regulation S.

(3) You acknowledge that neither we nor the Initial Purchasers, nor any person representing us or the Initial Purchasers, has made any representation to you with respect to the offer or sale of any Notes, other than the information contained in this Offering Memorandum, such Offering Memorandum having been delivered to you and upon which you are relying in making your investment decision with respect to the Notes. You acknowledge that neither the Initial Purchasers nor any person representing the Initial Purchasers makes any representation or warranty as to the accuracy or completeness of this Offering Memorandum.

(4) You are purchasing the Notes for your own account, or for one or more investor accounts for which you are acting as a fiduciary or agent, in each case for investment, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the U.S. Securities Act or any state securities laws, subject to any requirement of law that the disposition of your property or the property of such investor account or accounts be at all times within your or their control and subject to your or their ability to resell such Notes pursuant to Regulation S or any other exemption from registration available under the U.S. Securities Act.

(5) You agree on your own behalf and on behalf of any investor account for which you are purchasing the Notes, and each subsequent holder of the Notes by the acceptance thereof will be deemed to agree, to offer, sell or otherwise transfer such Notes only (i) to the Issuer or any subsidiary thereof, (ii) pursuant to a registration statement that has been declared effective under the U.S. Securities Act, an exemption from the registration requirements of the U.S. Securities Act or in any transaction not subject thereto, (iii) pursuant to offers and sales that occur outside the United States in compliance with Regulation S or (iv) pursuant to any other available exemption from the registration requirements of the U.S. Securities Act, subject in each of the foregoing cases to any requirement of law that the disposition of your property or the property of such investor account or accounts be at all times within your or their control and in compliance with any applicable state securities laws, and any applicable local laws and regulations, and further subject to our and the Trustee’s rights prior to any such offer, sale or transfer, to require that a certificate of transfer in the form appearing in the Indenture is completed and delivered by the transferor to the Trustee.

(6) If you are in the European Economic Area, you are not a retail investor, where the expression "retail investor" means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of the IDD, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation.

(7) If you are in the United Kingdom, you are not a retail investor, where the expression "retail investor" means a person who is one (or more) of the following: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made thereunder to implement the IDD, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in the UK Prospectus Regulation.

(8) Each purchaser acknowledges that each Note will contain a legend substantially to the following effect:

THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**U.S. SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS BEHALF AND ON BEHALF OF ANY INVESTOR FOR WHICH IT HAS PURCHASED SECURITIES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY ONLY (A) TO THE ISSUER, OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE U.S. SECURITIES ACT, AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT OR IN ANY TRANSACTION NOT SUBJECT THERETO (C) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES IN COMPLIANCE WITH REGULATION S UNDER THE U.S. SECURITIES ACT, OR (D) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT, SUBJECT IN EACH OF THE FOREGOING CASES TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH INVESTOR ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, AND ANY APPLICABLE LOCAL LAWS AND REGULATIONS, AND FURTHER SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHTS PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (D) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM.

A purchaser of Notes will also be deemed to acknowledge that the foregoing restrictions apply to holders of beneficial interests in these Notes as well as to holders of these Notes.

(9) You agree that you will give to each person to whom you transfer the Notes notice of any restrictions on the transfer of such Notes.

(10) You acknowledge that we, the Initial Purchasers and others will rely upon the truth and accuracy of your acknowledgements, representations, warranties and agreements and agree that if any of the acknowledgements, representations, warranties and agreements deemed to have been made by your purchase of the Notes are no longer accurate, you shall promptly notify the Initial Purchasers. If you are acquiring any Notes as a fiduciary or agent for one or more investor accounts, you represent that you have sole investment discretion with respect to each such investor account and that you have full power to make the foregoing acknowledgements, representations and agreements on behalf of each such investor account.

LEGAL MATTERS

Certain legal matters in connection with the Offering will be passed upon for us by Latham & Watkins AARPI as to matters of French, U.S. federal and New York state law, by Latham & Watkins (London) LLP as to matters of English law and by Latham & Watkins LLP as to matters of Spanish law. Certain legal matters in connection with the Offering will be passed upon for the Initial Purchasers by Weil, Gotshal & Manges (London) LLP as to matters of U.S. federal and New York state law and by Weil, Gotshal & Manges (Paris) LLP as to matters of French law.

INDEPENDENT AUDITORS

The consolidated financial statements of the Issuer as of and for the years ended September 30, 2022, 2023 and 2024, an English translation of which is incorporated by reference into this Offering Memorandum have been prepared in accordance with IFRS and have been audited by Deloitte & Associés and PricewaterhouseCoopers Audit for the years ended September 30, 2022 and 2023 and by Deloitte & Associés and Ernst & Young Audit for the year ended September 30, 2024.

SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES

France

Each of the Issuer and certain of the Guarantors are organized under the laws of France with their respective registered offices or principal places of business in France (the "**French Entities**"). Most of the directors, officers and other executives of the French Entities are neither residents nor citizens of the United States (the "**French Individuals**"). Furthermore, most of the assets of the French Entities and/or the French Individuals are located outside the United States. As a result, it may not be possible for investors to effect service of process upon such persons and entities, or to enforce against them judgments of U.S. courts predicated upon the civil liability provisions of U.S. federal or state securities laws within the United States. However, it may be possible for investors to effect service of process within France upon those persons or entities, *provided* that The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters of November 15, 1965 is complied with.

The following is a summary of certain legal aspects of French law regarding the enforcement of civil law claims connected with the Notes or the Guarantees against the French Entities and/or French Individuals.

The United States and France are not parties to a treaty providing for the reciprocal recognition and enforcement of judgments, other than arbitral awards rendered in civil and commercial matters. Accordingly, a judgment rendered by any U.S. federal or state court based on civil liability, whether or not predicated solely upon U.S. federal or state securities laws, would not directly be recognized or enforceable in France.

A party in whose favor such judgment was rendered could initiate enforcement proceedings (*exequatur*) in France before the relevant civil court (*Tribunal Judiciaire*) that has exclusive jurisdiction over such matter. The civil court with territorial jurisdiction is determined in accordance with Articles 42 and 43 of the French Code of Civil Procedure.

Enforcement in France of such U.S. judgment could be obtained following proper (i.e., *non ex parte*) proceedings if such U.S. Judgment is enforceable in the United States and if the French civil court is satisfied that the following conditions have been met (which conditions, under prevailing French case law, do not include a review by the French civil court of the merits of the foreign judgment):

- such U.S. judgment was rendered by a court having jurisdiction over the matter because the dispute is clearly connected to the jurisdiction of such court, the choice of the U.S. court was not fraudulent and the French courts did not have exclusive jurisdiction over the matter;

- such U.S. judgment does not contravene French international public policy rules, both pertaining to the merits and to the procedure of the case, including fair trial rights;

- such U.S. judgment is not tainted with fraud under French law.

In addition to these conditions, it is well established that only final and binding foreign judicial decisions (i.e., those having a *res judicata* effect) can benefit from an exequatur under French law, that such U.S. judgment should not conflict with a French judgment or a foreign judgment that has become effective in France, and there is no proceedings pending before French courts at the time enforcement of the U.S. judgment is sought and having the same or similar subject matter as such U.S. judgment.

If the French civil court is satisfied that such conditions are met, the U.S. judgment will benefit from the *res judicata* effect as of the date of the decision of the French civil court and will thus be declared enforceable in France. However, the decision granting the exequatur is subject to appeal.

In addition, the discovery process under actions filed in the United States could be adversely affected under certain circumstances by French law No. 68 678 of July 26, 1968, as modified by French law No. 80 538 of July 16, 1980, Decree No. 2022-207 of February 18, 2022 and Order of the Ministry of Economy of March 7, 2022 (all relating to the communication of documents and information of an economic, commercial, industrial, financial or technical nature to foreign authorities or persons), which could prohibit or restrict obtaining evidence in France or from French persons in connection with or in view of a judicial or administrative U.S. action. Pursuant to the regulations above, the U.S. authorities would have to comply with applicable international treaties or agreements and laws and regulations in force (such as the 1970 Hague Convention on the Taking of Evidence Abroad).

Similarly, French data protection rules (law No. 78 17 of 6 January 1978 on data processing, data files and individual liberties, as modified) and the General Data Protection Regulation (i.e., Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016) can limit under certain circumstances the possibility of obtaining information in France or from French persons in connection with a judicial or administrative U.S. action in a discovery context.

Furthermore, if an original action is brought in France, French courts may refuse to apply foreign law designated by the applicable French rules of conflict (including the law chosen by the parties to govern their contract) if the application of such law (in the case at hand) is deemed to contravene (i) French international public policy or (ii) overriding mandatory rules (as determined on a case by case basis by French courts). Furthermore, in an action brought in France on the basis of U.S. federal or state securities laws, French courts may not have the requisite power to grant all the remedies sought.

Pursuant to Article 14 of the French Civil Code, a French national (either a company or an individual) can sue a foreign defendant before French courts in connection with the performance of obligations contracted by the foreign defendant in France with a French person or in a foreign country with French Individuals. Pursuant to Article 15 of the French Civil Code, a French national can be sued by a foreign claimant before French courts in connection with the performance of obligations contracted by the French national in a foreign country with the foreign claimant (Article 15). Articles 14 and 15 of the French Civil Code apply only to the extent there is no other legal basis for French courts' jurisdiction. For a long time, case law has interpreted these provisions as meaning that a French national could not be forced against its will to appear before a jurisdiction other than French courts. However, according to case law, the French courts' jurisdiction over French nationals is not mandatory to the extent an action has been commenced before a court in a jurisdiction that has sufficient contacts with the dispute and the choice of jurisdiction is not fraudulent. More specifically, according to this case law, a French defendant can no longer challenge the jurisdiction of a foreign court on the basis of Article 15 of the French Civil Code in circumstances where the foreign tribunal has otherwise jurisdiction. In addition, a French national may waive its rights to benefit from the provisions of Articles 14 and 15 of the French Civil Code, including by way of conduct by voluntarily appearing before the foreign court or by virtue of a jurisdiction clause in favor of a foreign court.

It must be noted that under Regulation (EU) No. 1215/2012 of the European Parliament and of the Council of December 12, 2012, as regards legal actions falling within the scope of said Regulation, the privileges granted to French nationals pursuant to Articles 14 and 15 of the French Civil Code may not be invoked against a person domiciled in an EU Member State. Conversely, pursuant to Article 6.2 of Regulation (EU) No. 1215/2012, the privilege granted by Article 14 of the French Civil Code may be invoked by a claimant domiciled in France, regardless of the claimant's nationality, to sue before French courts a defendant domiciled outside the EU.

The French Supreme Court (*Cour de cassation*) has recently held that a contractual provision submitting one party to the exclusive jurisdiction of a court and giving another party the discretionary option to choose any competent jurisdiction (among unlimited options) was invalid. Accordingly, any provisions to the same effect in any relevant documents would not be binding on the party submitted to the exclusive jurisdiction of the court or prevent a French party from bringing an action before the French courts.

Finally, please note that any document submitted as evidence by the parties which is not in the French language may be required to be translated into French for the purpose of any proceedings brought before a French court in respect thereof (although such translations do not need to be made before the relevant proceedings are commenced).

Spain

Certain of the Guarantors are organized under the laws of Spain (the "**Spanish Guarantors**"). All of the directors and executive officers of the Spanish Guarantors reside outside the United States. In addition, all or a substantial portion of the assets of these persons and the Spanish Guarantors are located outside the United States. As a result, it may not be possible for you to serve process on such persons or the Spanish Guarantors in the United States or to enforce judgments obtained in U.S. courts against them based on civil liability provisions of the securities laws of the United States.

A final judgment obtained against the Spanish Guarantors or their related individuals outside of Spain (and, in particular, in the United States), other than a country bound by the provisions of EU Regulation 1215/2012 of the European Parliament and of the Council, would be recognized and enforced by the courts of Spain (unless such judgment contravenes principles of Spanish public policy) pursuant to the following regimes:

- according to the provisions of any applicable treaty (there being none currently in existence between Spain and the United States for these purposes); and
- in the absence of any such treaty, the judgment would be enforced in Spain if it satisfies all of the following requirements in compliance with and subject to Article 523 of the Spanish Civil Procedure Act (*Ley 1/2000, de 7 de enero de Enjuiciamiento Civil*) and subject to Act 29/2015, of July 30, on International Legal Cooperation in Civil Matters (*Ley 29/2015, de 30 de julio, de Cooperación Jurídica Internacional en materia civil*) (the "**Act on International Legal Cooperation in Civil Matters**") which repeals Articles 951 to 958 of the former Spanish Civil Procedure Act of 1881 (*Real Decreto de Promulgación de 3 de febrero de 1881 de Enjuiciamiento Civil*):
    - such U.S. judgment is final and conclusive (*firme*);
    - such U.S. judgment was rendered by a court having jurisdiction over the matter since the dispute is clearly connected to the United States and the choice of the court is not fraudulent;
    - such U.S. judgment does not contravene Spanish public policy rules (*orden público*) or mandatory provisions, and the obligation to be fulfilled is legal in Spain;
    - the documentation prepared for the purposes of requesting the enforcement is accompanied by a literal, authentic, sworn Spanish translation;
    - the copy of the judgment presented before the Spanish Court is duly apostilled;
    - there is not a pending previous proceedings between the same parties and in relation to the same issues in Spain;
    - there is no material contradiction or incompatibility of such U.S. judgment with a judgment rendered or judicial proceedings outstanding in Spain, or a judgment previously rendered in another country when this last judgment meets the requirements to be eventually recognized in Spain;
    - where rendering the judgment, the courts rendering it did not infringe an exclusive ground of jurisdiction provided for under Spanish law or based their jurisdiction on exorbitant grounds and the choice of court is not fraudulent;
    - the rights of defense of the defendant were protected where rendering the judgment, including, but not limited to, a proper service of process carried out with sufficient time for the defendant to prepare its defense and the U.S. judgment was not rendered by default (i.e. without appearance or without the possibility to appear for the defendant); and
    - although reciprocity is not a legal requirement, if it were proven that the U.S. jurisdiction in which the judgment was obtained does not recognize judgments issued by Spanish courts on a general basis, then the Spanish courts could be compelled to deny the recognition of the U.S. judgment in Spain. According to Article 3.2 of Act on International Legal Cooperation in Civil Matters the Spanish Government may deny cooperation with other state's authorities if there has been a repeated refusal of cooperation or a legal prohibition of providing cooperation by such other state's authorities provided that the Spanish Government passes a Royal Decree for these purposes.

In addition, the discovery process under actions filed in the United States of America could be adversely affected under certain circumstances by Spanish law (relating to communication of documents and information of an economic, commercial, industrial, financial or technical nature to foreign authorities or persons), which could prohibit or restrict obtaining evidence in Spain or from Spanish persons in connection with a judicial or administrative U.S. action. Spanish courts may express any such order in a currency other than euro in respect of the amount due and payable by the Issuer or Guarantors, but in case of enforcement in Spain, the court costs and interest will be paid in euros. Any judgment obtained against the Issuer or any of the Guarantors in any country bound by the provisions of EU Regulation 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters would be recognized and enforced in accordance with the terms set forth thereby.

Furthermore, and according to Article 47 of Act on International Legal Cooperation in Civil Matters, there is a special provision and a special rule concerning the recognition of foreign judgments rendered in proceedings resulting from collective action, which may be enforced in Spain insofar as they satisfy the conditions set forth therein.

It is important to note that Act on International Legal Cooperation in Civil Matters expressly prohibits that a foreign judgment is reviewed as to its substance (*revision del fondo*) by the Spanish competent court.

The United States and Spain are not party to any treaty providing for reciprocal recognition and enforcement of judgments, other than arbitral awards rendered in civil and commercial matters. Accordingly, any party wishing to have a U.S. ruling recognized or enforced in Spain must file an application seeking declaration of enforceability of the U.S. resolution (*exequatur*) with the relevant Spanish Court of First Instance (*Juzgado de Primera Instancia*) or Commercial Court (*Juzgado de lo Mercantil*). Once a judgment has been recognized under the *exequatur* procedure, it will be enforceable in Spain in accordance with the Spanish Civil Procedure Act (*Ley 1/2000, de 7 de enero, de Enjuiciamiento Civil*) in particular, it will be applicable the lapse of legal action (five years).

The Spanish courts may express any such order in a currency other than euro in respect of the amount due and payable by the Spanish Guarantors, but in case of enforcement in Spain, the court costs (*costas judiciales*) and interest will be paid in euros. Any judgment obtained against the Spanish Guarantors in any country bound by the provisions of EU Regulation 1215/2012 of the European Parliament and of the Council would be recognized and enforced in accordance with the terms set forth thereby.

The enforcement of any judgment in Spain entails, among others, the following actions and costs:

- translation fees for documents in a language other than Spanish, which must be accompanied by a sworn translation into Spanish (translator's fees will be payable);
- foreign documents may be required to be legalized and apostilled;
- certain professional fees for the verification of the legal representative of a party litigating in Spain, (if needed);
- payment of certain court costs and fees;
- the procedural acts of a party litigating in Spain must be directed by an attorney at law and the party must be represented by a court agent (*procurador*); and
- the contents and validity of foreign law must be evidenced to the Spanish courts.

Moreover, please note that Spanish civil proceedings rules cannot be amended by agreement of the parties and will, therefore, prevail notwithstanding any provision to the contrary in the Notes.

Notwithstanding the parties' choice of foreign jurisdiction, the Spanish courts may in certain circumstances, including where considerations of Spanish public policy require it, take jurisdiction or grant ancillary relief in relation to proceedings commenced in a foreign court (including the chosen court).

If an original action is brought in Spain, Spanish courts may refuse to apply the designated law if its application contravenes Spanish public policy. Pursuant to Article 54 of the current Spanish Civil Procedure Act (*Ley 1/2000, de 7 de enero, de Enjuiciamiento Civil*), the parties to an agreement are entitled to clearly agree on their submission to a particular judge (*juzgado*) or court (*tribunal*) *provided* that, under the Spanish Civil Procedure Act and the Spanish Judicial Act (*Ley 6/1985, de 1 de Julio, Orgánica del Poder Judicial*), the relevant judge or court is competent to solve the relevant dispute therefore such article does not cover the validity of non-exclusive jurisdiction clauses, at least for conflicts between different Spanish courts.

England

Certain of the Guarantors are organized under the laws of England. We have been advised by Latham & Watkins (London) LLP, our English counsel, that the United States and England currently do not have a treaty providing for the reciprocal recognition and enforcement of judgments (as opposed to arbitration awards) in civil and commercial matters.

Consequently, a final judgment for payment rendered by any federal or state court in the United States based on civil liability, whether or not predicated solely upon U.S. federal securities laws, would not automatically be recognized or enforceable in England. In order to enforce any such U.S. judgment in England, proceedings must first be initiated before a court of competent jurisdiction in England. In such an action, the English court would not generally reinvestigate the merits of the original matter decided by the U.S. court (subject to what is described below) and it would usually be possible to obtain summary judgment on such a claim (assuming that there is no good defence to it).

Recognition and enforcement of a U.S. judgment by an English court in such an action is conditional upon (among other things) the following:

- the U.S. court having had, at the time the proceedings were served, jurisdiction over the original proceedings according to English conflicts of laws principles and rules of English private international law (in other words, it does not matter that the U.S. court had jurisdiction according to its own law, but instead whether it had jurisdiction according to the rules of English private international law);

- the U.S. judgment not having been obtained contrary to an agreement for the resolution of disputes under which the dispute in question was to be resolved otherwise than by proceedings in a United States court (to whose jurisdiction the judgment debtor did not submit);

- the U.S. judgment being final and conclusive on the merits in the sense of being final and unalterable in the court which pronounced it and being for a definite sum of money;

- the U.S. judgment not contravening English public policy or statute in England and Wales;

- the U.S. judgment not being for a sum payable in respect of taxes, or other charges of a like nature, or in respect of a penalty or fine, or otherwise involving the enforcement of a non-English penal or revenue law;

- the recognition and enforcement of the U.S. judgement not being restricted by the provisions of the Protection of Trading Interests Act 1980;

- the U.S. judgment not having been obtained by fraud or in breach of English principles of natural or substantial justice;

- there not having been a prior inconsistent, determinative or conflicting judgement of an English court or another court whose judgement is entitled to recognition in England;

- the party seeking enforcement providing security for costs, if ordered to do so by the English court; and

- the English enforcement proceedings being commenced within the relevant limitation period.

If an English court gives judgment for the sum payable under a U.S. judgment, the English judgment will be enforceable by methods generally available for this purpose. The judgment creditor is able to utilize any method or methods of enforcement available to him/her at the time.

Subject to the foregoing, investors may be able to enforce in England judgments in civil and commercial matters that have been obtained from U.S. federal or state courts. However, we cannot assure you that those judgments will be recognized or enforceable in England. In addition, it is questionable whether an English court would accept jurisdiction and impose civil liability if the original action was commenced in England, instead of the United States, in an original action predicated solely upon U.S. federal securities laws. Further, it may not be possible to obtain a judgment in England or to enforce the judgment if the judgment debtor is subject to any insolvency or similar proceedings, of if the judgment debtor has any setoff or counterclaim against the judgment creditor. Finally, in any enforcement proceedings, the judgment debtor may raise any counterclaim that could have been brought if the action had been originally brought in England unless the subject of the counterclaim was in issue in the U.S. proceedings.

LISTING AND GENERAL INFORMATION

Admission to Trading and Listing

Application will be made for the Notes to be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange, in accordance with the rules and regulations of the Luxembourg Stock Exchange.

Luxembourg Listing Information

For so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange and the rules and regulations of the Luxembourg Stock Exchange so require, copies of the following documents in English may be inspected and obtained free of charge at the offices of the Issuer during normal business hours on any weekday (excluding holidays):

- the organizational documents of the Issuer and each of the Guarantors;
- the bylaws of the Issuer and each of the Guarantors;
- the financial statements included in or incorporated by reference to this Offering Memorandum;
- any annual and interim condensed consolidated financial statements or accounts of the Issuer dated subsequent to the date of this Offering Memorandum, to the extent available; and
- the Indenture (including the Guarantees).

It is expected that the approval (*visa*) in connection with the listing of the Notes on the Official List of the Luxembourg Stock Exchange and the admission of the Notes to trading on the Euro MTF Market will be granted by the Luxembourg Stock Exchange promptly after the issuance of the Notes.

The Issuer has appointed U.S. Bank Europe DAC as Registrar, Paying Agent and Transfer Agent, and U.S. Bank Trustees Limited as Trustee. The Issuer reserves the right to vary such appointments in accordance with the terms of the Indenture and, if so required by the internal rules and regulations of the Luxembourg Stock Exchange, will publish a notice of such change of appointment in a newspaper having general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) or on the official website of the Luxembourg Stock Exchange (*www.luxse.com*) or by any other means considered equivalent by the Luxembourg Stock Exchange.

The Issuer accepts responsibility for the information contained in this Offering Memorandum. To the Issuer's best knowledge, except as otherwise noted, the information contained in this Offering Memorandum is in accordance with the facts and does not omit anything likely to affect the import of this Offering Memorandum. This Offering Memorandum may only be used for the purposes for which it has been published.

Clearing Information

Application has been made for the Notes sold pursuant to Regulation S to be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange.

The Notes have been accepted for clearance through the facilities of Clearstream and Euroclear. The international securities identification number ("**ISIN**") for the Notes is XS2980875376 and the common code is 298087537.

Legal Information

The Issuer

Elior Group S.A. was established July 8, 1996 as a *société par actions simplifiée* incorporated under the laws of the Republic of France for a term of ninety-nine years from the date of its registration with the Nanterre Companies Registry (*Registre du Commerce et des Sociétés de Nanterre*), expiring on July 8, 2095 unless said term is extended or the Company is wound up in advance. The Issuer became a French joint stock corporation (*société anonyme*) on June 11, 2014 upon its admission to trade its shares on the Euronext Paris. Its registered office is located at 9-11 allée de l'Arche, 92032 Paris La Défense, France. It is registered in France under the registration number 408 168 003 R.C.S. Nanterre, France and its legal entity identifier (LEI) is 969500LYSYS0E800SQ95.

As of October 31, 2024, the share capital of the Issuer (which has been paid up in full) amounted to €2,536,118.09 divided into 253,611,809 shares, all of the same class. All shares have a par value of €0.01.

The Notes have been authorized pursuant to a resolution of the Board of Directors of the Issuer taken on January 7, 2025.

The Guarantors

The following sets forth certain information regarding the Guarantors:

Name	**Jurisdiction of Organization**	**Registered Office**	**Registration number**
On or about the Issue Date:			
Elior Participations S.C.A.	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	380 543 678 R.C.S. Nanterre
Within 120 days from the Issue Date:			
Soreset	France	18 Rue Francis de Pressensé, 42000 Saint-Étienne, France	507 600 559 R.C.S. Saint-Étienne
Elior Services FM	France	1 Boulevard du Général Delambre, 95870 Bezons, France	391 322 831 R.C.S. Pontoise
Elior Services Propreté et Santé	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	303 409 593 R.C.S. Nanterre
Elior Restauration Hôtellerie de Santé (ERHS)	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	877 676 932 R.C.S. Nanterre
Entremets de Paris	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	877 679 241 R.C.S. Nanterre
Ansamble	France	Allée Gabriel Lippmann Pibs, 56000 Vannes, France	334 159 472 R.C.S. Vannes
Elior Restauration Approvisionnements	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	524 959 426 R.C.S. Nanterre
Egée Services XI	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	877 764 753 R.C.S. Nanterre
Services et Santé	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	348 415 506 R.C.S. Nanterre
L'Alsacienne de restauration	France	2 Rue Evariste Galois, 67300 Schiltigheim, France	312 478 266 R.C.S. Strasbourg
Société de Gestion de Sites de Restauration Concession	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	301 499 620 R.C.S. Nanterre
Elior FA3C	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	413 913 799 R.C.S. Nanterre
Derichebourg Aeronautics Training France	France	3 rue Jules Védrines, 31400 Toulouse, France	505 253 484 R.C.S. Toulouse
Elior Services Supports	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	351 419 502 R.C.S. Nanterre
Elior Restauration France	France	9-11 allée de l'Arche, 92032 Paris La Défense Cedex, France	662 025 196 R.C.S. Nanterre
Derichebourg Intérim	France	51 Chemin des Mèches, 94000 Créteil, France	602 044 638 R.C.S. Créteil

Derichebourg Aeronautics Services France	France	1 bis avenue de l'Escadrille Normandie-Niémen Zone d'Activité Commerciale du Grand Noble, 31700 Blagnac, France	340 641 216 R.C.S. Toulouse
Derichebourg Propreté	France	Zac de la Haie Griselle 6 Allée des Coquelicots, 94470 Boissy-Saint-Léger, France	702 021 114 R.C.S. Créteil
Derichebourg Technologies	France	51 Chemin des Mèches, 94000 Créteil, France	509 652 178 R.C.S. Créteil
Promain	France	11 Rue Marcel Paul, 95870 Bezons, France	378 780 282 R.C.S. Pontoise
Derichebourg Énergie E.P.	France	51 Chemin des Mèches, 94000 Créteil, France	753 079 698 R.C.S. Créteil
Derichebourg Énergie	France	51 Chemin des Mèches, 94000 Créteil, France	325 539 609 R.C.S. Créteil
LSL	France	33 rue de Metz, 92700 Colombes, France	801 563 495 R.C.S. Nanterre
Serunion, S.A.U.	Spain	Calle Esteban Terradas 8 - Polígono Industrial Leganés 28914, Madrid	Sheet M-682061 Volume 38333 Page 169 IRUS: 1000258349680 NIF : A59376574
Alimentación y Restauración a Centros de Enseñanza ARCE, S.L.U.	Spain	Calle Esteban Terradas 8 - Polígono Industrial Leganés 28914, Madrid	Sheet M-170313Volume 10773Page 46 IRUS: 1000256947575 NIF : B81405656
Alimentación Saludable Gallega, S.L.U.	Spain	Calle Teixugueiras 11 Bajo - Local 13 Vigo 36212, Pontevedra	Sheet PO-60595 Volume 4140 Page 145 IRUS: 1000101998053 NIF: B27831783
Hosteleria de Servicios Colectivos, S.A.U.	Spain	Calle Córcega,612,Entresuelo. Barcelona, 08025	Sheet B-27391 Volume 45628 Page 79 NIF: A58358979
Attende Care, S.L.U.	Spain	Calle Esteban Terradas 8 - Polígono Industrial Leganés 28914, Madrid	Sheet M-760520 Volume 43027 Page 185 IRUS: 1000310094559 NIF : B70091749
Serunion Alimentacio Saludable, S.L.U.	Spain	Cr de Esplugues Num.225 Cornella de Llobregat 08940	Sheet B-499626 Volume 46321 Page 107 NIF: B66956988
Alcil Restauración Catering y Servicios, S.L.U.	Spain	Calle Aluminio 9 1º Valladolid 47012-Valladolid	Sheet VA-15690 Volume 1098 Page 131 IRUS: 1000105235758 NIF : B47532288
Alessa Catering Services, S.A.U.	Spain	Cr de Esplugues Num.225 Cornella de Llobregat 08940	Sheet B-82959 Volume 42998 Page 83 NIF: A08827180
Serunion Vending, S.A.U.	Spain	Cr de Esplugues Num.225 Cornella de Llobregat 08940	Sheet B-116434 Volume IRUS: 1000336763473 Page 0 NIF: A60602349

Elior UK Plc	England	The Courtyard, Catherine Street, Macclesfield, Cheshire, SK11 6ET	01106729
Lexington Catering Limited	England	The Courtyard, Catherine Street, Macclesfield, Cheshire, SK11 6ET	03428444
Taylor Shaw Limited	England	The Courtyard, Catherine Street, Macclesfield, Cheshire, SK11 6ET	06576188
Caterplus Services Limited	England	The Courtyard, Catherine Street, Macclesfield, Cheshire, SK11 6ET	02594800
Edwards and Blake Limited	England	The Courtyard, Catherine Street, Macclesfield, Cheshire, SK11 6ET	03461947

The grant of the Guarantee by Elior Participations S.C.A. has been authorized by the manager (*gérant*) of Elior Participations S.C.A. and the grant of the Guarantee of each of the Post-Issue Date Guarantors will be authorized by its president, board of directors or supervisory body on or prior to the date on which the relevant Guarantee is granted.

General

Except as disclosed in this Offering Memorandum:

- there has been no material adverse change in the Issuer's financial position or prospects since September 30, 2024; and

- neither the Issuer nor any of its subsidiaries has been involved in any litigation, administrative proceedings or arbitration relating to claims or amounts which are material in the context of the issuance of the Notes except as otherwise disclosed in this Offering Memorandum, and, so far as the Issuer is aware, no such proceedings are pending or threatened.

REGISTERED OFFICE OF THE ISSUER

Elior Group
9-11, allée de l'Arche
92032 Paris La Défense
France

LEGAL ADVISORS TO THE ISSUER

(as to U.S. federal, New York State and French law)
Latham & Watkins AARPI
45, rue Saint Dominique
75007 Paris
France

(as to English law)
Latham & Watkins LLP
99 Bishopsgate
London EC2M 3XF
United Kingdom

(as to Spanish law)
Latham & Watkins LLP
Plaza de la Independencia, 6
28001 Madrid
Spain

LEGAL ADVISORS TO THE INITIAL PURCHASERS
(as to U.S. federal, New York State and French law)

(as to U.S. federal and New York State law)
Weil, Gotshal & Manges (London) LLP
110 Fetter Lane
London EC4A 1AY
United Kingdom

(as to French law)
Weil, Gotshal & Manges (Paris) LLP
2, rue de la Baume
75008 Paris
France

TRUSTEE

U.S. Bank Trustees Limited
125 Old Broad Street
London EC2N 1AR
United Kingdom

PAYING AGENT, TRANSFER AGENT AND REGISTRAR
U.S. Bank Europe DAC
Block F1, Cherrywood Business Park
Cherrywood
Dublin D18 W2X7
Ireland

LEGAL ADVISOR TO THE TRUSTEE

K&L Gates LLP
One New Change
London EC4M 9AF
United Kingdom

STATUTORY AUDITORS OF THE ISSUER

Deloitte & Associés
6, place de la Pyramide
92908 Paris La Défense Cedex
France

Ernst & Young Audit
Tour First
TSA 14444
92037 Paris La Défense Cedex
France

ELIOR GROUP S.A.

€500,000,000 5.625% Senior Notes due 2030