

(TO BE COMPLETED ON A PER FUND/ACCOUNT BASIS BY EACH BONDHOLDER WHICH DID NOT GRANT A POWER OF ATTORNEY TO GLAS SAS)

(TO BE SENT AT THE LATEST ON SEPTEMBER 1st, 2024)

To: **SELARL C Basse**
Maître Christophe Basse
Email: nd@lesmandataires.com
+33 (0) 1 47 25 68 03
Attention: Nadia Douidi

With a copy to: **GLAS SAS**
Email: Solocal@glas.agency
+33 (0)1 87 16 40 40
Attention: Aymeric Mahe / Joanne Brooks

Dear Madam, Dear Sir,

This request form (the “**Request Form**”) is provided in connection with the Restructuring of Solocal Group, a French *société anonyme* with a share capital of €129,500,598.61, whose registered office is located 204 Rond-Point du Pont de Sèvres - 92649 Boulogne-Billancourt Cedex, registered under number 552 028 425 RCS Nanterre (the “**Company**”) implemented in accordance with the modified accelerated financial Modified Plan (*plan de sauvegarde financière accélérée*) approved by the Commercial Court of Nanterre by a judgment dated August 6, 2020 (the “**Modified Plan**”).

Capitalized terms, unless specifically defined in the Request Form, shall have the meanings set out in the definitions list provided in Schedule 1.

By providing this Request Form the undersigned represents, acknowledges and agrees that:

- the Company completed on October 6, 2020 (the “**Settlement Date**”), a share capital increase with shareholders' preferential subscription rights (*droits préférentiels de souscription*) (the “**Rights Issue**”), in a nominal amount of 111,985,869.29 euros through the issuance of 11,198,586,929 new ordinary shares with a nominal value of 0.01 euro each, paired with an issue premium of 0.02 euro (the “**New Shares**”), i.e. an issue price of 0.03 euro per new ordinary share, representing a share capital increase in an aggregate amount (issue premium included) of 335,957,607.87 euros, authorized by the Company's general meeting of shareholders held on July 24, 2020 (the “**Shareholders' Meeting**”), decided by the Company's board of directors on September 9, 2020 and whose terms and conditions are set forth in a prospectus which received approval (*approbation*) number 20-451 from the *Autorité des marchés financiers* on September 10, 2020;
- In the context of the Rights Issue, the number of shares subscribed, on an irreducible and reducible basis, amounted to 4,763,176,572 New Shares. Consequently, the Company decided, on October 2, 2020, to implement the subscription commitments undertaken by the Bondholders in accordance with the terms of the Modified Plan, in order to request their subscription to the Rights Issue for the amount of 6,435,410,357 New Shares not subscribed on an irreducible and reducible basis,

representing a total subscription amount of 193,062,310.71 euros to be paid up (i) in cash, by certain members of the Bondholders ad hoc committee, for an amount of 939,609.78 euros (i.e. 31,320,326 New Shares) in order to secure a cash contribution of at least 85 million euros (net of the Support Fee) (the “**Cash Backstop Amount**”) and (ii) by all Bondholders, by way of set-off against receivables under the Bonds for an amount of 192,122,700.93 euros (the “**Bonds Backstop Amount**”) (i.e., 6,404,090,031 New Shares (the “**Bonds Backstop Shares**”)).

- the undersigned did not grant, prior to or on September 24, 2020, any power of attorney, to Glas SAS, acting as restructuring agent, to execute, in the undersigned’s name and for its account, a subscription form and subscribe to the Rights Issue for the number of the Bonds Backstop Shares the undersigned was entitled to receive by way of set-off against a portion of his/her/its claim under the Bonds in accordance with the Modified Plan and, as a consequence, the undersigned did not receive the relevant Bonds Backstop Shares on the Settlement Date;
- In accordance with the Modified Plan, the CEP subscribed, on October 2, 2020, in the name and on behalf of all Defaulting Bondholders to 1,252,571,014 Bonds Backstop Shares, which have been credited on the Settlement Date to an account in Euroclear France registered with the *Caisse des dépôts et consignations* held by the CEP;
- the Shareholders’ Meeting authorized and the Board of Directors decided on October 2, 2020, to proceed with a reverse stock split, pursuant to which 100 shares, with a nominal value of 0.01 euro per share, shall be exchanged against 1 new share with a nominal value of 1 euro, such exchange to be completed on or around November 23, 2020 (the “**Reverse Stock Split**”);
- if the Request Form is sent after November 23, 2020, the CEP shall have already proceeded with the Reverse Stock Split of the Bonds Backstop Shares held in the account in Euroclear France registered with the *Caisse des dépôts et consignations* and the number of Bonds Backstop Shares to be allocated to the undersigned shall be calculated accordingly.

1. Information regarding the Bondholder

The undersigned hereby provides you with the following information:

Name/Corporate name:	
Legal form:	
Address:	
Postal code:	
City/country:	
Nationality:	
Registration number:	
Contact Person:	
Phone number:	
Fax number:	
E-mail address:	

2. Information regarding the Bonds

The undersigned represents that, as of the Settlement Date (*i.e.*, October 6, 2020), it/he/she was holding _____ Bonds.

The proof of holdings (*i.e.* a custody statement and an Euroclear France screenshot or a confirmation letter from Euroclear France) attached to this Request Form sets forth the amount of Bonds the undersigned held (and amount in principal) as Bondholder as of the Settlement Date.

- If the Request Form is received by the CEP and Glas SAS on or prior to November 16, 2020 (at 5 p.m. Paris time), based on the amount of Bonds held on the Settlement Date, the undersigned requires the CEP to transfer a number of Bonds Backstop Shares (N) to be equal to:

$$N = (UB / TB) \times NBBS$$

- If the Request Form is sent after November 16, 2020 (at 5 p.m. Paris time), based on the amount of Bonds held on the Settlement Date, the undersigned requires the CEP to transfer a number of Bonds Backstop Shares (N) to be equal to:

$$N = ((UB / TB) \times NBBS) / 100$$

Where:

UB= number of Bonds held by the undersigned as of the Settlement Date

TB= total number of Bonds as of the Settlement Date, *i.e.* 334,125,321

NBBS = total number of Bonds Backstop Shares, *i.e.* 6,404,090,031

The undersigned acknowledges and agrees that (i) the number of Bonds Backstop Shares to be delivered by the CEP will be rounded down to the nearest entire unit and (ii) any fractional rights, if any (including in connection with the Reverse Stock Split), will not be transferred to it/him/her nor paid in cash, but will be forfeited.

3. Shares accounts information

The undersigned hereby requires the CEP to transfer the Bonds Backstop Shares to the following account:

- Euroclear France:** the undersigned has a securities account in Euroclear France:

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

Contact email of Euroclear France account holder:	
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- Or, Euroclear Bank or Clearstream Luxembourg:** the undersigned has a securities account in Euroclear Bank OR Clearstream Luxembourg (fill in only one, as applicable):

Clearing system	Euroclear Bank	Clearstream
Account number of account holder:		
Contact name of account holder:		
Contact number of account holder:		
Contact email of account holder:		

By executing this Request Form, the undersigned hereby further represents, acknowledges, undertakes and agrees that:

- authority to carry out the calculation in order to determine pursuant to and in accordance with the Modified Plan the number of the Bonds Backstop Shares to be allocated to the undersigned in accordance with the provisions set forth in the Modified Plan, is hereby delegated to the CEP, Glas SAS and/or the Company, and the undersigned agrees that the CEP, Glas SAS and the Company shall therefore bear no liability whatsoever in case of the incompleteness or inaccuracy or lack of information or misinformation provided by the undersigned;
- it has taken all measures required to be taken in order for the Bonds Backstop Shares set forth above to be credited to his/her/its securities account(s);
- if it fails to provide the required information above he/she/it will not receive the Bonds Backstop Shares;
- the number of Bonds Backstop Shares will be rounded down to the nearest entire unit and any fractional rights, if any (including in connection with the Reverse Stock Split), will not be transferred to the undersigned nor paid in cash but will be forfeited and the undersigned hereby irrevocably and unconditionally waives any claim of any kind whatsoever against the CEP, Glas SAS or the Company in respect thereto ;
- it gives and complies with each of the Securities Law Representations, Warranties and Undertakings provided for in Schedule 2 of the Request Form¹;
- this Request Form shall expire thirty (30) days after the date of its execution, it being specified that all representations and warranties therein (including, without limitation, those set forth in Schedule 2 thereto) shall survive for five (5) years from its execution date.

¹ These representations, warranties and undertakings are given by the entity requesting the transfer of the Bonds Backstop Shares.

- This Request Form shall be governed by and construed in accordance with French law (as well as any non-contractual obligations arising out of or in connection with it); any dispute relating thereto shall be finally settled by the *Tribunal de Commerce* of Nanterre.

In _____ as
[insert place of execution]

Date _____
[insert date of execution]

Bondholder Signature Block

Executed by:

Name:

[insert name of individual signatory or of entity acting as investment / adviser manager]

Title:

[insert title or capacity of individual signatory or of entity acting as investment / adviser manager]

Itself represented by:

[insert name of individual signatory of entity acting as investment / adviser manager]

Its:

[insert title or capacity of individual signatory of entity acting as investment / adviser manager]

Schedule 1 Definitions

“**Bondholders**” means the holders of the Bonds.

“**Bonds**” means the bonds issued as part of the Senior Secured Note (ISIN: FR0013237484).

“**CEP**”, or *commissaire à l'exécution du plan*, means the trustee in charge of overseeing the implementation of the Modified Plan appointed by the Commercial Court of Nanterre in its ruling approving the Modified Plan dated August 6, 2020, namely SELARL C. BASSE, acting through Maître Christophe Basse.

“**Clearstream**” means Clearstream Banking S.A.

“**Defaulting Bondholders**” means the Bondholders which did not grant, prior to or on September 24, 2020, any power of attorney, to Glas SAS, acting as restructuring agent, to execute, in their name and for their account, a subscription form and subscribe to the Rights Issue for the number of the Bonds Backstop Shares such Bondholders were entitled to receive by way of set-off against a portion of their claim under the Bonds in accordance with the Modified Plan.

“**Euroclear**” means Euroclear Bank S.A./N.V.

“**Euroclear France**” means Euroclear France S.A.

“**Restructuring**” means the financing and debt restructuring operations of the Company and its subsidiaries as provided for under the Modified Plan.

“**Securities Act**” means the United States Securities Act of 1933, as amended.

“**Support Fee**” has the meaning ascribed to the term “*Commission de Soutien*” in the Modified Plan.

“**Senior Secured Notes**” means the senior secured notes subscribed by the Company on March 14, 2017, the terms and conditions of which were amended by virtue of the approval by the Commercial Court of Nanterre of the amendment to the Modified Plan by a judgment dated as of August 6th 2020.

Schedule 2

Securities Law Representations, Warranties and Undertakings

In connection with the transfer of the Bonds Backstop Shares to us:

1. We confirm that we are, and each discretionary account for which we are requesting the transfer of Bonds Backstop Shares is (i) either a “qualified institutional buyer” (a “QIB”) within the meaning of Rule 144A under the U.S. Securities Act of 1933, as amended (the “Securities Act”), or an institution that is an “accredited investor” as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act (an “**Accredited Investor**”) or (ii) located outside the United States.
2. We confirm that we are requesting the transfer of the Bonds Backstop Shares for our own account, or for the account of one or more QIBs or Accredited Investors for which we are acting as duly authorized fiduciary or agent with sole investment discretion with respect to each such account and with full authority to make the acknowledgments, representations and agreements herein with respect to each such account. We confirm that we are requesting the transfer of the Bonds Backstop Shares for ourselves and any other account, if any, for whom we are acting, in each case, for investment and not with a view to or for any resale or distribution in the United States.
3. We are, and each other account, if any, for whose account we are requesting the transfer of the Bonds Backstop Shares, is capable of evaluating the merits and risks of holding the Bonds Backstop Shares and are aware that we or such account may be required to bear the economic risk of an investment in the Bonds Backstop Shares for an indefinite period of time, and we are or such account is able to bear such risk for an indefinite period.
4. We acknowledge that we have (i) made our own investment decision to hold the Bonds Backstop Shares and (ii) made our own assessment concerning the relevant tax, legal and other economic considerations relevant to our investment in Bonds Backstop Shares.
5. We acknowledge that neither the Company nor any person representing the Company has made any representation to us with respect to the Company, the Bonds Backstop Shares or the accuracy, completeness or adequacy of any financial or other information concerning the Company, the Bonds Backstop Shares, other than as set forth in the Modified Plan (including the information incorporated by reference therein), as well as any other documents entered into pursuant to or in connection with the Modified Plan and/or the Rights Issue, including the prospectuses approved by the *Autorité des marches financiers*.
6. We understand and acknowledge (and each other QIB or Accredited Investor, if any, for whose account we are requesting the transfer of the Bonds Backstop Shares has been advised, understands and has acknowledged) that the Bonds Backstop Shares (i) are not being and will not be registered under the Securities Act or any state securities laws, (ii) are being offered and sold to us in reliance on an exemption from registration under the Securities Act and (iii) are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act.
7. We understand and agree that if in the future we or any other QIB or Accredited Investor for which we are acting or any other fiduciary or agent representing such investor decide to offer, sell, deliver, hypothecate or otherwise transfer any Bonds Backstop Shares, so long as such Bonds Backstop Shares are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, we and it will do so only (i) outside the United States in an “offshore transaction” pursuant to Rule 904 of Regulation S under the Securities Act (and not in a pre-arranged transaction resulting in the resale of such Bonds Backstop Shares into the United States), (ii) pursuant to an effective registration statement under the Securities Act or (iii) pursuant to another exemption from, or in a transaction

not subject to, the registration requirements of the Securities Act and, in each case, in accordance with any applicable securities laws of any state or territory of the United States and of any other jurisdiction. We understand (and each beneficial owner of the Bonds Backstop Shares for which we are acting has been advised and understands) that no representation has been made as to the availability of any exemption under the Securities Act or any applicable securities laws of any state or other jurisdiction of the United States for the reoffer, resale, pledge or transfer of Bonds Backstop Shares.

8. We agree that for so long as such Bonds Backstop Shares are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, we will not deposit such Bonds Backstop Shares into any unrestricted American Depositary Receipt facility established or maintained by a depository bank (subject to the terms of the deposit agreement with respect to any such unrestricted depository facility).
9. We are not requesting the transfer of the Bonds Backstop Shares as a result of any “directed selling efforts” (as defined in Rule 902 of the Securities Act) any “general solicitation” or “general advertising” (as those terms are defined in Regulation D under the Securities Act).
10. We acknowledge that our holding of Bonds Backstop Shares is subject to and based upon all the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings and other information contained in this letter. We further acknowledge that the Company, its affiliates and others will rely upon the truth and accuracy of the acknowledgements, representations, warranties and agreements contained herein.
11. The terms and provisions of this letter shall inure to the benefit of and shall be enforceable by the Company, its successors and its permitted assigns, and the terms and provisions hereof shall be binding on our permitted successors in title, permitted assigns and permitted transferees.
12. We understand that these representations and undertakings are required in connection with United States securities laws and irrevocably authorize the Company to produce the executed Request Form to any interested party in any administrative or legal proceedings or official enquiry with respect to the matters covered herein.
13. We undertake to promptly notify the Company if, at any time prior to the effective transfer of the Bonds Backstop Shares to us, any of the foregoing ceases to be true.