Puteaux, France, 20 March 2023 (8:00 AM CET)

SIGNING OF AN AGREEMENT RELATING TO AN ADDITIONAL FINANCING AND THE ADJUSTMENT OF THE FINANCING DOCUMENTATION OF JUNE 2022 WITH THE MAIN BANKING PARTNERS OF ORPEA S.A.

Further to the press release of 8 March 2023 of ORPEA S.A. (the "**Company**"), the Company has finalized and signed with its main banking partners (BNP Paribas, Groupe BPCE, Groupe Crédit Agricole, Groupe Crédit Mutuel Alliance Fédérale, La Banque Postale and Société Générale) an agreement (*accord d'étape dans la perspective de l'ouverture d'une sauvegarde accélérée*) setting forth the terms and conditions of an additional financing and the adjustment of the financing documentation of June 2022, which are summarized in the annexes to this press release.

The purpose of the agreement is to formalize the parties' undertakings, in order to allow the Company to implement its restructuring plan pursuant to an accelerated safeguard proceeding.

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About ORPEA

ORPEA is a leading global player, expert in the care of all types of frailty. The Group operates in 22 countries and covers three core businesses: care for the elderly (nursing homes, assisted living, home care), post-acute and rehabilitation care and mental health care (specialized clinics). It has more than 72,000 employees and welcomes more than 255,000 patients and residents each year.

https://www.orpea-group.com/en/

ORPEA is listed on Euronext Paris (ISIN: FR0000184798) and is a member of the SBF 120, STOXX 600 Europe, MSCI Small Cap Europe and CAC Mid 60 indices.

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Annex 1

The key new money financing structure

As part of the financial and shareholding restructuring of Orpea, Orpea's core banking pool (the "**Lenders**") have agreed to participate to a €600,000,000 super senior new money financing in three separate facilities: (i) a €400,000,000 revolving facility (the "**Facility D1**"), (ii) a maximum €100,000,000 revolving facility (the "**Facility D2**") and (iii) a maximum €100,000,000 revolving facility (the "**Facility D3**" and together with the Facility D1 and the Facility D2, the "**Facilities**") to Niort 94 (RCS 440 360 006) ("**Niort 94**" or "**N94**") and to Niort 95 (RCS 811 249 978) ("**Niort 95**" or "**N95**").

The key terms of the Facilities are summarized as follows:

	Facility D1	**Facility D2**	**Facility D3**
Purpose of proceeds	To finance or refinance (directly or indirectly) (x) the general corporate purpose of Niort 94/Niort 95 (including without limitation repayment of intercompany debt, debt service and capital expenditure) and (y) fees, costs and expenses incurred in relation with the Facilities.		
Maximum principal amount (€)	€400,000,000, broken down as follows: • **Facility D1A:** €200,000,000 • **Facility D1B:** €200,000,000	€100,000,000 This maximum amount will be reduced by the amount of any disposal net proceeds relating to disposals of real estate assets received by the members of the Group since the opening of accelerated safeguard proceedings to the benefit of Orpea and the first drawing of the Facility D2.	€100,000,000 This maximum amount will be reduced by the amount of any disposal net proceeds relating to disposals of real estate assets received by the members of the Group since the opening of accelerated safeguard proceedings to the benefit of Orpea and the first drawing of the Facility D3.
Annual margin	2.00% per annum		
Final maturity date	**Facility D1A/D1B:** 30 June 2026	The earlier of (i) 31 December 2023 and (ii) the date falling five business days after the completion of all share capital increases contemplated by the judgment of the *Tribunal de Commerce*	Same as Facility D2

		spécialisé de Nanterre approving the *Plan de Sauvegarde Accélérée* to the benefit of Orpea (the “**Plan’s Approval**”) and receipt in cash by Orpea of the related proceeds.	
Availability period	From the signing date to the date falling one month prior to the maturity date of Facility D1.	(x) From the earlier of (i) the signing date and (ii) the date on which Facility D1 has been fully drawn to (y) the date falling one month prior to the maturity date of Facility D2.	(x) From the earlier of (i) the date on which Facility D2 has been fully drawn and (ii) 31st August 2023 to (y) the date falling one month prior to the maturity date of Facility D3.
Collateral, guarantee and equity injection undertaking	- A first-ranking pledge to be granted by ORESC 27, a newly activated special purpose vehicule wholly-owned by Orpea (“**Topco**”), over 100% of the shares issued by ORESC 26, a newly activated special purpose vehicule wholly-owned by Topco (“**Newco**”), holding directly 100% of the shares and voting rights of Niort 94 and Niort 95 - A pledge of receivables to be granted by Orpea over all claims Orpea holds or may hold against Niort 94 and Niort 95 and their respective subsidiaries under intra-group loans/advances extended by Orpea to these entities - Autonomous guarantee pursuant to article 2321 of the French *Code Civil* covering an amount equal to the sum of the principal and interests due according to Facility D1, Facility D2 and Facility D3 - Equity injection undertaking pursuant to article 2322 of French *Code civil* (with performance obligation (*obligation de résultat*)) subscribed by Orpea to the benefit of Niort 94 and Niort 95, in order to restore and maintain a positive net position and to cover any shortfall in relation to (x) debt service under the Facilities and (y) any due and payable structure and corporate costs incurred by said entities - Dailly law assignment by way of guarantee by Niort 94 and Niort 95 in respect of all claims each of them holds or may hold against any of their subsidiaries (direct or indirect) under intra-group loans/advances extended by them to these entities		

The financing documentation will contain customary events of default (subject to the usual materiality thresholds and cure periods as the case may be), including in particular:

- Any non-payment default under the Facilities;
- Breach of the N94/95 LTV Ratio described below;
- Cross-payment default and cross-acceleration above a cumulative threshold of EUR 40m;
- Insolvency and insolvency proceedings;
- Enforcement proceedings from a cumulative threshold of EUR 40m;
- Refusal of certification by auditors of the Orpea Group's consolidated accounts;
- Administrative, arbitral, governmental or regulatory disputes that would reasonably be expected to have a material adverse effect.

- **Orpea, Topco, Luxco, N94 and N95's key commitments**

In particular, Orpea and certain of its subsidiaries have agreed to the following key commitments:

- Commitments relating to total net cash proceeds received from any financial indebtedness under third party financings

Niort 94 and Niort 95 shall procure that the total net cash proceeds received by them or any of their subsidiaries from any financial indebtedness under any third party financing will be applied in prepayment and cancellation of:

  - first, Facility D3: for 100% of such proceeds (until repaid and cancelled in full);
  - second, Facility D2: for 100% of such proceeds (until repaid and cancelled in full); and
  - third, Facility D1, for 50% of such proceeds.

- Commitment to use certain net proceeds from share capital increases for the repayment of the Facilities

Orpea shall procure that the net proceeds of share capital increases contemplated by the Plan's Approval will be applied in prepayment and cancellation of:

- first, Facility D3 (until repaid and cancelled in full); and
- second, Facility D2 (until repaid and cancelled in full).

- Commitments relating to total net cash proceeds from disposals of real estate assets

Orpea shall procure that the disposal net proceeds received by it or its subsidiaries from the date of the *Accord d'étape dans la perspective de l'ouverture d'une sauvegarde accélérée* signed between Orpea and the Lenders will be applied in prepayment and cancellation of Facility D2.

- Commitment to maintain a N94/95 LTV Ratio

Orpea and Topco shall ensure that the N94/95 LTV Ratio does not exceed 55% on 31st December 2023 and 50% on 31st December of any subsequent year, with "N94/95 LTV Ratio" being defined as follows:

- "N94/95 LTV Ratio" means the ratio of N94/95 Consolidated Debt to N94/95 Gross Assets Value.
- "N94/95 Consolidated Debt" means, as at the relevant test date, the aggregate amount of the aggregate outstanding principal amount of third party financial indebtedness (including the Facilities and financial leases but excluding shareholder and intragroup loans which are fully subordinated[1] and under the subordination agreement and excluding financial indebtedness under any Group's cash pooling arrangements) of Niort 94, Niort 95 and their subsidiaries.
- "N94/95 Gross Assets Value" means the aggregate gross assets value of the assets held by Niort 94, Niort 95 and their subsidiaries (other than with respect to LMP and minorities if no third party appraisal is available), appraised by third party valuers.

[1] Any payment or repayment under the intragroup loans will be strictly subject to the terms of the subordination agreement.

Annex 2

The key amendments to be made to the facilities agreement dated 13 June 2022

Orpea and the Lenders agreed to make certain amendments to the facilities agreement dated 13 June 2022 (the "**Existing Facilities Agreement**") as part of the financial and shareholding restructuring of Orpea (the "**Amendments**").

The key terms of the Amendments are summarized as follows:

	Facility A			**Facility B**	**Facility C1/C2**
	Facility A1	**Facility A2/A3**	**Facility A4**		
Margin	2.00% per annum				
Maturity	31 December 2027 with the following maturity per sub-tranche to reflect the Repayment Instalments as set out below			31 December 2027	31 December 2027
	31 December 2027 (or, in case of First Disposal Net Proceeds (as defined below), 31 October 2026)	31 December 2027	31 December 2023		
Repayment Instalments	- 31 October 2024: €200,000,000 - 31 October 2025: €200,000,000. This instalment will be increased by the aggregate amount of disposal net proceeds received by the Group after the date on which the amendment agreement shall be effective (the "**Effective Date**") up to €100,000,000 (the "**First Disposal Net Proceeds**").	Bullet	31 December 2023: €200,000,000	Bullet	Bullet

	- 31 October 2026: €200,000,000				

➢ Annual cash sweep based on disposals

Orpea shall procure mandatory prepayments on 30 June of each year N (for the first time on 30 June 2025) of Facility A1, Facility A2/A3 and Facility B in an amount equal to:

- 75% of the disposal net proceeds relating to disposal of operating and property assets (described in the press release dated 13 June 2022) received by the members of the Group since the Effective Date and until 31 December of financial year N-1; less
- the aggregate amount of the repayment instalments, voluntary prepayments and mandatory prepayments (to which is added any First Disposal Net Proceeds, received by any member of the Group, even if not yet applied in prepayment of the Facilities) from the Effective Date until 31 December of financial year N-1,

provided that such amount will be reduced to the extent necessary to ensure that the Group's Liquidity (as defined below) pro forma such prepayment will be at least equal to €300,000,000 until 31 December of financial year N.

Such mandatory prepayment shall be applied in chronological order of the repayment instalments under the Facility A1, Facility A2/A3 and Facility B (*pari-passu* and on a pro rata basis in respect of repayment instalments falling on the same date).

➢ Net subscription proceeds in the event of new debt issuances on the capital markets

As per the Existing Facilities Agreement (i.e. as described in the press release dated 13 June 2022), provided that such prepayment shall be applied to the repayment instalments in chronological order under the Facility A1, Facility A2/A3 and Facility B (*pari-passu* and on a pro rata basis in respect of repayment instalments falling on the same date).

➢ Minimum Cash / undrawn commitments

As per the Existing Facilities Agreement, provided that:

- (i) the aggregate amount of all immediately available and undrawn commitments (to the exclusion of Facility D2 and Facility D3) of the Group under existing financings of the Group shall be added to (ii) the cash and cash equivalents of the Group to test the €300,000,000 covenant (the sum of (i) and (ii) being defined as the "**Group's Liquidity**"); and
- it will apply for the first time on the last of the first full calendar quarter ending after the Effective Date.