

**SCHEDULE 12  
FORM OF CONVERSION NOTICE**

**in accordance with the Conditions of the Convertible Bonds**

**[Date]**

**[Name of Conversion Agent]**

**[Address]**

Dear Sirs,

**Stratus Invest S.C.A.**

We refer to the Convertible Bonds issued [•] (the "**Convertible Bonds**"). Expressions defined in the terms and conditions of the Convertible Bonds (the "**Conditions**") shall have the same meanings when used herein.

1. I/We, the undersigned, being the Holder/Holders of [*insert number*] Convertible Bonds, hereby irrevocably elect to exercise our Conversion Right as defined in, and in accordance with, the Conditions and exercise the aggregate principal amount and number of Convertible Bonds specified in paragraph 2.2 below (the "**Conversion Bonds**") for such corresponding number of Shares as to be determined by the Conversion Agent in accordance with the Conditions.
2. I/We hereby request that the number of Shares corresponding to the Conversion Bonds in respect of which the Conversion Rights attached thereto have been exercised by me/us pursuant to § [•] of the Conditions will be delivered to me/us or to the nominee(s) as stated in paragraph 2.1.2 below, respectively, according to the following instructions:

2.1. Holder's Details

2.1.1 Our/My details are:

\_\_\_\_\_  
(Name(s)/Company)

\_\_\_\_\_  
(Address(es)/Domicile)

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*(Citizenship/Place of incorporation or domicile)*

2.1.2 Details of the nominee to which the number of Shares shall be delivered, if different from paragraph 2.1.1:

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*(Name(s)/Company)*

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*(Address(es)/Domicile)*

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*(Citizenship/Place of incorporation or domicile)*

2.2 Conversion Bonds

2.2.1 Aggregate number of Conversion Bonds with respect to which the Conversion Right shall be exercised: \_\_\_\_\_

2.2.2 Aggregate Principal Amount for Conversion Bonds with respect to which the Conversion Right shall be exercised: € \_\_\_\_\_

2.2.3 I/We exercise the Conversion Right (pursuant to § 6 of the Conditions)

2.3\* I/we irrevocably instruct the Conversion Agent to make arrangements to deliver the Shares to the following securities deposit account with a Euroclear or Clearstream Luxembourg participant or with a Clearstream Frankfurt accountholder:

Bank: \_\_\_\_\_  
*(Name of bank or other financial intermediary)*

Bank Sort Code: \_\_\_\_\_

Account number: \_\_\_\_\_

Account of: \_\_\_\_\_

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\* Only to be included in the Conversion Notice in case that the Conditions of the relevant Series of Convertible Bonds provide for "delivery of Shares via a clearing system".

Favour of: \_\_\_\_\_

2.4\* I/We request that any cash sum I am/we are entitled to receive pursuant to the Conditions is paid by the Conversion Agent by way of transfer to the following euro account with a Euroclear or Clearstream Luxembourg participant or with a Clearstream Frankfurt accountholder:

Bank: \_\_\_\_\_

*(Name of bank or other financial intermediary)*

Bank Sort Code: \_\_\_\_\_

Account number: \_\_\_\_\_

Account of: \_\_\_\_\_

Favour of: \_\_\_\_\_

2.5 I/We hereby represent and warrant that the Conversion Bonds are free from all liens, charges, encumbrances and other third party rights.

2.6 I/We agree that we will transfer the number of Conversion Bonds as specified in paragraph 2.2.1 to the following clearing system account of the Conversion Agent, not later than 4:00 p.m. (Frankfurt time) on the last day of the Conversion Period or such other day as specified in the Conditions for such purposes:

Clearing System: \_\_\_\_\_

Account number: \_\_\_\_\_

2.7 I/We, or the person(s) who has/have a beneficial interest in the Conversion Bonds in respect of which the Conversion Rights attached thereto are hereby exercised, certify, at the time of signing and delivery of the Conversion Notice, that (i) I am / we are not U.S. Persons (as defined in Regulation S ("**Regulation S**") under the U.S. Securities Act of 1933, as amended (the "**Securities Act**")) or persons who are within the United States (as defined in Regulation S under the Securities Act; (ii) I am / we are not acting for the account or benefit of a U.S. Person or a person within the United States; (iii) I / we acquired the Conversion Bonds, or the beneficial interest therein, in a transaction made in accordance with Rule 903

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or 904 of Regulation S; and (iv) I am / we are acquiring the Shares to be delivered upon exercise of the Conversion Bonds in an offshore transaction (as defined in Regulation S) made in accordance with Rule 903 or Rule 904 of Regulation S.

- 2.8 I/We certify that I/we understand that the Shares to be delivered upon exercise of the Conversion Rights attached to the Conversion Bonds have not been and will not be registered under the Securities Act and may only be offered, sold, pledged or otherwise transferred in compliance with the Securities Act and other applicable laws.
- 2.9 I/We hereby acknowledge that pursuant to § [•] of the Conditions the delivery of the Shares will be subject to the payment of all taxes, duties and costs, if any, which may be imposed or otherwise arise in connection with the exercise of the Conversion Right or the delivery of the Shares. Hence, I/we undertake to pay any such taxes or duties or costs, as the case may be.
3. The Conversion Agent is exempt from the restrictions set forth in § 181 German Civil Code (*Bürgerliches Gesetzbuch*) and any similar restrictions of the applicable laws of other countries.
4. I/We hereby authorise the production of this Conversion Notice in any administrative or legal proceedings instituted in connection with any Convertible Bond to which this Conversion Notice relates.

Yours faithfully,

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By: