

POWER OF ATTORNEY

The undersigned, _____, being the holder of bonds of the total nominal value specified in the blocking certificate (or equivalent document) issued by its custodian bank of the **Up to EUR 100,000,000 EUR Jalopy Index Tracker Note 2015(22)** ISIN DE000A179ZR3 (the **Bonds**) issued by Opus - Chartered Issuances S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg (**Luxembourg**), having its registered office at 28 Boulevard F.W. Raiffeisen, L-2411 Luxembourg, registered with the Luxembourg trade and companies register (*registre de commerce et des sociétés, Luxembourg*) under number B 180859, acting in respect of its Compartment 20 (the **Issuer**) (the **Bondholder**),

hereby gives special power of attorney, with power of substitution, to

(name and address of the Attorney)

(the **Attorney**),

in order for the Attorney, acting in the name and on behalf of the Bondholder, to:

- (A) represent the Bondholder at the extraordinary meeting of the holders of the Bonds, to be held on 28 April 2026 at 15:00 h (Luxembourg time), at Chartered Management Luxembourg S.à r.l., 2A, Rue Ermesinde, 8416 Steinfort, Grand Duchy of Luxembourg (the **First Meeting**), and, if the First Meeting is adjourned, at the reconvened extraordinary meeting of the holders of the Bonds (the **Adjourned Meeting**, and, together with the First Meeting, the **Meetings** and each a **Meeting**);
1. appoint a secretary and scrutineer, if applicable, of the Meetings;
 2. cast the votes attributable to the Bonds **in favour of** or **against** each resolution on the agenda at the occasion of the Meetings, such agenda being attached hereto as Schedule, in accordance with instructions contained below; and
- (B) take any steps and do all acts and things necessary, appropriate, expedient or desirable for the holding, conduct, adjournment or postponement of the Meetings and performance of this power of attorney, in each case in such form or manner as the Attorney may in its absolute discretion deem appropriate, necessary, desirable or expedient.

The Bondholder undertakes to ratify whatever the Attorney may do or purport to do in its name and on its behalf in exercising the powers contained in this power of attorney. The Attorney shall be entitled to delegate, in whole or in part, the powers granted under this power of attorney to one or more sub-attorneys of its choice (sous-mandataires), each of whom shall have the same powers as the Attorney hereunder.

The Bondholder agrees that (i) no liability of the Attorney shall arise out of or in connection with the entering into of this power of attorney or any exercise by the Attorney of any powers granted under this power of attorney, (ii) it shall not make any demand or bring any claim or action of any kind against Attorney, and (iii) it shall indemnify the Attorney against all claims, losses, demands or other actions of any kind against it or incurred by it that may arise or be made as a consequence of the exercise of the powers granted under this power of attorney.

This power of attorney is governed by, and shall be construed in accordance with, the laws of the Grand Duchy of Luxembourg. The competent courts of the district of the city of Luxembourg shall have exclusive jurisdiction to hear any dispute or controversy arising out of or in connection with this power of attorney.

INSTRUCTION

Please mark one box per resolution item. If no box is marked for a resolution item, the Attorney shall abstain from voting on that item.

Resolution Item (a) – Waiver of Event of Default

Waiver of (i) the breach by the Issuer of its obligation to redeem the Bonds on the original Maturity Date of 13 June 2022 pursuant to Condition 7(a) of the Conditions, (ii) any Event of Default within the meaning of Condition 8(c) of the Conditions that may have occurred in connection with or as a result of such non-redemption, and (iii) any and all other defaults, breaches or non-performance by the Issuer of its obligations under the Conditions arising from, or in connection with, the failure to redeem the Bonds on the original Maturity Date, including any rights of the Bondholders that may have arisen therefrom (the "Waiver"), such Waiver to take effect as of the date of the Meeting and to have retroactive effect as from the original Maturity Date

- IN FAVOUR OF**
- AGAINST**

Resolution Item (b) – Amendment of Conditions

Amendment of the Conditions to (i) extend the Maturity Date of the Bonds to 30 January 2031, (ii) reduce the minimum trading amount of the notes to EUR 1,000.00, (iii) introduce an option for the Issuer to extend the Maturity Date to 30 January 2036 (the Postponed Maturity Date), (iv) amend the reference to the underlying by replacing the direct reference to the Reference Company Value with a reference to the EUR Jalopy Index administered by LIXX GmbH as benchmark administrator under Regulation (EU) 2016/1011 (the Benchmarks Regulation), (v) introduce an optional early redemption upon occurrence of an Autocall Event, (vi) introduce an optional partial redemption at the option of the Issuer, (vii) introduce provisions for extension of the term upon occurrence of an Illiquidity Event, (viii) introduce provisions for extraordinary termination by the Holders, (ix) introduce provisions for Index Adjustment Events, (x) introduce a formalised Order of Payments from the Compartment Assets, (xi) appoint Chartered Investment Germany GmbH as Calculation Agent, (xii) introduce provisions regarding substitution of the Issuer, presentation period, FATCA, corrections of obvious errors, rounding and Business Day Convention, (xiii) update the details of service providers, including the Custodian and the Principal Paying Agent, (xiv) update the Issuer's registered office address, (xv) update the bond description to "EUR Jalopy Index Tracker Note 2015(31)"

- IN FAVOUR OF**
- AGAINST**

Resolution Item (c) – Acknowledgements by Bondholders

Acknowledgement by the Bondholders that (i) the matters resolved upon at the Meeting are in the best interest of the Bondholders collectively and (ii) each Bondholder individually declares that the matters resolved are in his/her/its own best interest

- IN FAVOUR OF**
- AGAINST**

Resolution Item (d) – Release and Discharge

Release and discharge of the Issuer and its board of directors from any and all liability for any act or omission up to the date of the Meeting in connection with the Conditions, the Bonds and the implementation of the Resolution

IN FAVOUR OF

AGAINST

Resolution Item (e) – Allocation of Costs

Allocation of all costs, expenses and fees incurred in connection with the preparation, convening, holding and documentation of the Meeting (including legal, administrative and communication costs) to Compartment 20, and that the Issuer is authorised to apply the Compartment Assets for payment of such costs, expenses and fees

IN FAVOUR OF

AGAINST

Dated the

.....

Name:

Title:

.....

Name:

Title:

SCHEDULE

AGENDA

RESOLUTION

The Bondholders consent to and approve: (a) waiver of the Event of Default, (b) amendment of the Conditions to (i) extend the Maturity Date of the Bonds to 30 January 2031, (ii) reduce the minimum trading amount of the notes to EUR 1,000.00, (iii) introduce an option for the Issuer to extend the Maturity Date to 30 January 2036 (the Postponed Maturity Date), (iv) amend the reference to the underlying by replacing the direct reference to the Reference Company Value with a reference to the EUR Jalopy Index administered by LIXX GmbH as benchmark administrator under Regulation (EU) 2016/1011 (the Benchmarks Regulation), (v) introduce an optional early redemption upon occurrence of an Autocall Event, (vi) introduce an optional partial redemption at the option of the Issuer, (vii) introduce provisions for extension of the term upon occurrence of an Illiquidity Event, (viii) introduce provisions for extraordinary termination by the Holders, (ix) introduce provisions for Index Adjustment Events, (x) introduce a formalised Order of Payments from the Compartment Assets, (xi) appoint Chartered Investment Germany GmbH as Calculation Agent, (xii) introduce provisions regarding substitution of the Issuer, presentation period, FATCA, corrections of obvious errors, rounding and Business Day Convention, (xiii) update the details of service providers, including the Custodian and the Principal Paying Agent, (xiv) update the Issuer's registered office address, (xv) update the bond description to "EUR Jalopy Index Tracker Note 2015(31)", (c) acknowledgement by the Bondholders that (i) the matters resolved upon at this Meeting are in the best interest of the Bondholders collectively and (ii) each Bondholder individually declares that the matters resolved are in his/her/its own best interest, (d) release and discharge of the Issuer and its board of directors from any and all liability for any act or omission up to the date of this Meeting in connection with the Conditions, the Bonds and the implementation of the Resolution, (e) allocation of all costs, expenses and fees incurred in connection with the preparation, convening, holding and documentation of this Meeting (including legal, administrative and communication costs) to Compartment 20, and that the Issuer is authorised to apply the Compartment Assets for payment of such costs, expenses and fees.