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Opus - Chartered Issuances S.A.
Acting in relation to its Compartment 246

Park Capital Notes 2025
WKN: A2860A2, ISIN: DE000A2860A2

INVITATION TO A CREDITORS' MEETING

Opus - Chartered Issuances S.A., a public limited company under the law of the Grand Duchy of Luxembourg (*société anonyme*) and an unregulated securitization company within the meaning of the Luxembourg Securitization Act of March 22, 2004 (*société de titrisation*), with registered office at 28, Boulevard F. W. Raiffeisen, 2411 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés - R.C.S.*) under number B180859, acting in respect of its Compartment 246 (the "**Issuer**")

in relation to the issuance of

Park Capital Notes 2025
WKN: A2860A2, ISIN: DE000A2860A2
(each a "**Bond**" and together the "**Bonds**").

The Issuer hereby invites the holders of the Bonds (each a "**Bondholder**" and together the "**Bondholders**") to the creditors' meeting (the "**Creditors' Meeting**")

Friday, April 11, 2025 at 12:00 p.m.

at

Chartered Investment Germany GmbH, Fürstenwall 172a, 6th floor, 40217 Düsseldorf

Admission is from **11:30 am.**

Under the terms and conditions of the Bonds (the "**Bond Terms**"), Bondholders are required to register prior to the Creditors' Meeting in order to participate in the Creditors' Meeting and exercise voting rights. The registration must be received at the latest by the end of the third calendar day before the Creditors' Meeting, i.e. by **Tuesday, April 8, 2025, 24:00 hours (CET) (incoming)**, by post, by e-mail or in any other way in compliance with the text form of Section 126b German Civil Code ("**BGB**") at the following address or e-mail address:

Rimôn Falkenfort
Opus - Chartered Issuances S.A., CMP 246
Dr. Thomas Koch
Taunus Tower
Taunustor 1
60310 Frankfurt am Main
E-Mail: Opus-Comp246@rimonlaw.de

Bondholders can use the form provided on the Issuer's website <https://chartered-opus.com/produkte/mitteilungen> under the heading "Compartment 246" to register for the Creditors' Meeting.

The German version of this invitation has been published since Monday, March 24, 2025 in the Federal Gazette and on the Issuer's website <https://chartered-opus.com/produkte/mitteilungen> under the heading "Compartment 246". To the knowledge of the Issuer, the information contained herein is current as of the date of publication, unless otherwise stated, but may become incorrect after the date of publication.

Neither the Issuer nor any of its employees, advisors or agents assumes any obligation to update the information in this invitation or to provide any additional information regarding circumstances after the

A. date of publication of this invitation.

Background to the convening of the creditors' meeting

The claims of the Issuer under the loan agreement (*reference asset*) pursuant to Annex II of the Bond Terms for payment of the outstanding loan amount including interest ("**Loan Receivables**") were due on January 8, 2025. The Loan Receivables have not yet been repaid. The Bonds were due on January 15, 2025.

After maturity of the Bond, the Issuer liquidates all assets of Compartment 246 (*Compartment Assets*) in accordance with Section 13 and distributes the liquidation proceeds in accordance with Section 12.2 of the Bond Terms. Immediate liquidation is not economically viable. The Issuer has therefore discussed possible repayment scenarios with the borrower.

The Issuer has received a proposal from the borrower that provides for repayment of the loan and deferral of interest on the loan until January 8, 2028. A corresponding agreement with the borrower is possible on the basis of a material amendment to the loan agreement (*reference asset*) and extension of the term of the Bonds. It should not be possible for Bondholders to terminate the loan during the extended term.

In the event that payment of the loan claim is not made by the new maturity date, the Issuer should be allowed to substitute the underlying loan receivable (*Reference Asset*) with interests in the Borrower, in order to allow a liquidation. In such case it should be allowed to extend the term and an amendment of the loan agreement without the need to hold another creditors' meeting.

In order to simplify possible future resolutions of the Bondholders, the Issuer suggests making use of the possibility of passing resolutions without the need for a meeting. Furthermore, various changes have occurred (including a change in the address of the Issuer and the company name of the borrower) which are not currently reflected in the Bond Terms. The Issuer proposes that these changes be resolved at the Creditors' Meeting.

The proposed measures require the approval of the Creditors' Meeting in accordance with clause 23 of the Bond Terms.

B. Agenda of the creditors' meeting

I. Presentation by the Issuer

Discussion of the draft resolutions by the Issuer. No resolution is planned for this agenda item.

II. Determination of the quorum of the creditors' meeting and the majority requirements

The Creditors' Meeting is only quorate if the Bondholders present in person or by proxy or their voting rights transferred to proxies represent at least half of the value of the outstanding Bonds.

The resolutions proposed in accordance with agenda item III. no. 1 to 5 require a majority of at least 75% of the voting rights participating in the vote in order to be effective. The resolutions proposed in accordance with agenda item III. clauses 6 and 7 require a simple majority of the voting rights participating in the vote in order to be effective

Resolutions passed with the required majority are binding for all Bondholders, even if they did not participate in the resolution or voted against the proposed resolution.

If the Issuer, represented by its management or a legal representative authorized by it, as chairman of the Creditors' Meeting pursuant to Section 15 (1) SchVG, determines at the Creditors' Meeting that the meeting does not have a quorum, the Issuer shall point out that it intends to convene a second meeting in good time pursuant to Section 15 (3) SchVG for the purpose of passing a new resolution. This second meeting will have a quorum; however, with regard to the proposed resolutions under agenda item III, the Bondholders present in person or by proxy must represent at least 25% of the value of the outstanding Bonds.

III. Resolution on the amendment of the loan agreement and the conditions

The Issuer will propose that the Bondholders resolve as follows:

Consent to the extension and amendment of the loan agreement

a. Background

1. As explained in Section A of this Invitation, following negotiations with the Borrower, the Issuer has received an offer from the Borrower regarding amended modalities for the repayment of the Loan Receivables ("**Settlement Agreement**"). The proposed Settlement Agreement contains significant changes to the economic and legal terms of the loan agreement as well as changes to the collateral provided. This requires the approval of a qualified majority of at least 75% of the voting rights participating in the vote (Section 23 of the Bond Terms).

Furthermore, the company name of the borrower has changed, which is to be reflected in the Bond Terms.

b. Draft resolution

It is resolved that the Bondholders approve the conclusion of a settlement agreement between the Issuer and the borrower (*reference company*) with the following main conditions:

- Extension of the term of the loan agreement until January 8, 2028.
- Agreement of a final maturity of the loan interest on 8 January 2028, without capitalization of interest and/or calculation of compound interest.
- Obligation of the borrower not to make any distributions to shareholders as long as the receivables from the loan agreement have not been settled in full.
- Option to convert the loan receivables and/or secure the loan receivables with interests of the Borrower.

The Bondholders approve the negotiations conducted by the Issuer with the Borrower and consider the steps taken by the Issuer since maturity to be beneficial to the Bondholders.

In order to implement the Settlement Agreement, it is necessary to amend the Bond Terms. The Issuer proposes the following resolutions:

It is resolved that the definition "*Scheduled Maturity Date of the Reference Asset*" in Annex II (*Reference Asset*) of the Bond Terms shall be amended as follows:

2.

<i>Scheduled Maturity Date of the Reference</i>	<i>8 January 2028; the Borrower may request the early repayment of the loan</i>
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Extension of the term of the Bonds and final maturity of the interest

a. Background

After conclusion of the Settlement Agreement, the maturity of the Notes is to be extended in such a way that the Issuer is able to repay the Notes, including accrued interest, after the last scheduled payment by the Borrower on January 8, 2028. The maturity date and the last interest due date are therefore to be set at January 15, 2028

b. Draft resolution

It is resolved that Annex I (*Product Details*) of the Bond Terms shall be amended as follows:

<i>Maturity Date</i>	<i>January 15, 2028, subject Business Day Convention.</i>
<i>Interest Payment</i>	<i>Subject to any early redemption or extraordinary termination, 15 January each year until 15 January 2024 and then the Maturity Date, each subject to the Business Day Convention.</i>

The other provisions of Annex I (*Product Details*) of the Bond Terms remain unchanged.

It is resolved that paragraph 3 of Clause 15.1 (Fixed Interest Rate) shall be worded as follows:

*During the Interest Period the Notes will bear interest at a rate of 7.00% p.a. (the "**Interest Rate**"). From 15 January 2024, interest will be payable in full on Maturity Date. Such interest shall not bear interest and shall not be capitalized.*

3.

Exclusion of the Bondholders' right of termination

a. Background

To implement the extension of the term of the loan agreement, it is necessary to exclude the Bondholders' right of termination (*Holder Put*) as described above.

b. Draft resolution

It is resolved that the Bond Terms be amended as follows:

OR HOLDER PUT" shall be deleted from the heading to Clause 3 (*REDEMPTION UPON ISSUER CALL OR HOLDER PUT*) of the Bond Terms.

In Clause 3.1 of the Bond Terms, the sentence "*(i) valid Holder Termination (as specified in Condition 4) or (ii)*" is deleted.

In Clause 3.2 ("*Early Redemption Amount*") of the Bond Conditions, the phrase "*or the Holder Termination Date (in case of a Holder Put)*" is deleted.

Clause 4 (*ORDINARY TERMINATION BY THE HOLDER (HOLDER PUT)*) shall be deleted. The heading to clause 4 shall be replaced by "[*INTENTIONALLY LEFT BLANK*]".

In Clause 1.4, the definition "*Holder Termination Date*" is removed.

The following changes are made to Annex I (*Product Details*) of the Bond Terms:

"*Holder Termination Date(s)*" and the dates defined for this purpose are deleted.

"*Settlement Date(s)*" is worded as follows:

<i>Settlement Date(s)</i>	15 (fifteen) Business Days after the Issuer Call Date, in case of Issuer Call
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Otherwise, Annex I (*Product Details*) of the Bond Terms remains unchanged, unless amended by resolution in accordance with the resolution proposal under item 2 b.

Possibility of substitution of loan receivables

4.

a. Background

In the event that a payment of the loan claim does not occur by the new maturity date, the bond terms should allow the issuer to replace the loan claim with shares in the borrower and to extend the bond. This would allow the defaulted loan to be settled.

b. Draft resolution

It is resolved that the Bond Terms be amended as follows:

A new clause is inserted:

4. RESTRUCTURING OF THE NOTES

4.1 Notwithstanding Condition 24 (Adjustment to the Terms and Conditions, Holders' Meeting), the Issuer shall be entitled, at its reasonable discretion (section 315 BGB) and subject that the Issuer has not received sufficient funds to pay the Redemption Amount and/or the Interest Amount on or before the Maturity Date, to amend these Terms and Conditions without requiring the Holders' consent in accordance with the following provisions:

(i) The Issuer may amend the Reference Conditions and/or replace the Reference Asset with shares or other interests in the Borrower, based on agreement with the Borrower. In case of such replacement, the allocation of interests shall be determined as follows:
*(x) based on the outstanding Redemption Amount and Interest Amount (the "**Outstanding Amount**") and the audited value of Borrower portfolio as of 31 December 2027 (the*

"Portfolio Value", (ii) apply a 20% discount to the Portfolio Value (**"Discounted Portfolio Value"**), and (iii) calculate the percentage of interests to be allocated by dividing the Outstanding Amount by the Discounted Portfolio Value.

(ii) The Issuer may extend the Maturity Date by up to three years by giving notice to the Noteholders in accordance with Condition 18 (Notices). Such notice may be given at any time up to one month following the originally scheduled Maturity Date.

(iii) In case of replacement of the Reference Asset with shares or other interests in the Borrower pursuant to Condition 4.1 (i), the Issuer shall be entitled to amend the Interest Rate provisions such that the Interest Rate shall be a floating interest rate to be determined by the Issuer in its reasonable discretion (section 315 BGB), which shall be linked to the proceeds from the new Reference Asset (applying the Order of Payments specified in Condition 13.2).

4.2 The Issuer shall notify the Noteholders of any amendment pursuant to this Condition 4 in accordance with Condition 18 (Notices).

The following definitions are added to, respectively amended in Clause 1.4:

"Borrower" means the "Borrower and Reference Company" as specified in Annex I.

"Discounted Portfolio Value" has the meaning given in Condition 4.1 (i).

"Outstanding Amount" has the meaning given in Condition 4.1 (i).

"Portfolio Value" has the meaning given in Condition 4.1 (i).

"Reference Asset" means (i) the loan described in the Annex II or (ii) following an amendment pursuant to Condition 4.1, shares or other interests in the Borrower.

Clause 2.1 (*Final Redemption*) is amended as follows:

Unless previously redeemed or repurchased and cancelled, or unless the Issuer has exercised its right to amend these Terms and Conditions pursuant to Condition 4, each Note will be redeemed by the Issuer by payment of the Redemption Amount in the Issue Currency to the Noteholder 5 (five) Business Days after the Maturity Date.

5.

Should the draft resolution 3 not be approved, a new Clause 4a will be inserted instead of Clause 4. The references in the remaining provisions will be amended accordingly.

Possibility of early partial repayments

a. Background

If and to the extent that a repayment of the nominal value of the loan is made, the Issuer shall also make partial repayments of the Bonds before the extended maturity date. Therefore, the

option of partial repayment with a reduction of the nominal value must be provided for. To this end, a reduction of the nominal value must be provided for, the interest calculation must be adjusted accordingly and the catalog of definitions must be supplemented accordingly.

b. Draft resolution

It is resolved that the terms and conditions of the Bond be amended as follows:

Clause 2 (*FINAL REDEMPTION*) of the Bond Conditions is amended as follows:

The word (*FINAL*) is deleted from the heading of point 2 (*FINAL REDEMPTION*).

A new Clause 2.4 (*Partial Redemption*) will be added after Clause 2.3 (*Redemption in Kind*) or, if the proposed resolution under Clause 4 b. was not approved, a new Clause 2.3 (*Partial Redemption*) will be added after Clause 2.2:

2.[4/3] Partial Redemption

*The Issuer shall be entitled to partially redeem each outstanding Note at any time at the Partial Redemption Amount after having given notice to the Noteholders in accordance with Condition 18 with a notice period of at least 5 (five) Business Days (the "**Partial Redemption Notice**"). Each Partial Redemption Notice shall specify the Partial Redemption Date, the Partial Redemption Amount and the Outstanding Denomination Per Note. To the extent repayments are made under the Reference Asset, the Issuer shall, after application of the Order of Payments specified in Condition 13.2, make partial redemptions.*

*"**Partial Redemption Amount**" means an amount specified as such in the Partial Redemption Notice.*

*"**Partial Redemption Date**" means a date specified as such in the Partial Redemption Notice.*

*"**Outstanding Denomination Per Note**" means (i) until the first Partial Redemption Date (inclusive), the Denomination, and (ii) from each Partial Redemption Date (exclusive), the amount specified in the respective Partial Redemption Notice.*

The following definitions are added in Clause 1.4:

*"**Outstanding Denomination Per Note**" has the meaning given in Condition 2.4.*

*"**Partial Redemption Amount**" has the meaning given in Condition 2.4.*

*"**Partial Redemption Notice**" has the meaning given in Condition 2.4.*

If the draft resolution under point 4 b. is not approved, the reference in the above definitions refers to "*Condition 2.3*".

In Clause 2.1 (*Final Redemption*), the word "*Denomination*" in paragraph 2 is replaced by "*Outstanding Denomination Per Note*".

In Clause 6.1 (*Fixed Interest Rate*), the word "*Denomination*" in paragraph 1 shall be replaced by "*Outstanding Denomination Per Note*".

Clause 6.2 (*Calculation of Interest Amount*) is worded as follows:

6.2 Calculation of Interest Amount

*Subject at all times to the receipt by the Issuer of the relevant amounts under the Reference Asset, the interest amount to be paid on Outstanding Denomination Per Note for an Interest Period (the "**Interest Amount**") will be equal to the product of the (i) Interest Rate, (ii) the Outstanding Denomination Per Note, and (iii) the Day Count Fraction for such Interest Period. For the avoidance of doubt, in case of a Partial Redemption, the Interest Amount shall be calculated separately for periods before and after the Partial Redemption Date.*

Possibility of future resolutions in a vote without a meeting

6.

a. Background

Pursuant to Clause 24 (*ADJUSTMENT TO THE TERMS AND CONDITIONS, HOLDERS' MEETING*) of the Bond Terms, resolutions of the Bondholders will be adopted in a Creditors' Meeting pursuant to Sections 9 et seq. SchVG. For reasons of cost savings and to speed up the procedure, the Issuer suggests opening up the possibility of passing future resolutions in a vote without a meeting within the meaning of Sections 5 (6) and 18 SchVG. Furthermore, it is suggested that a joint representative be appointed for all creditors. To this end, Clause 24 (*ADJUSTMENT TO THE TERMS AND CONDITIONS, HOLDERS' MEETING*) of the Bond Terms is to be revised in its entirety.

b. Draft resolution

It is resolved that the Bond Terms be amended as follows:

Clause 24 (*ADJUSTMENT TO THE TERMS AND CONDITIONS, HOLDERS' MEETING*) of the Bond Terms shall be worded as follows:

24 ADJUSTMENT TO THE TERMS AND CONDITIONS, HOLDERS' MEETING

*24.1 The Terms and Conditions may be adjusted or supplemented by the Issuer, subject to the Holders' consent, based on a majority resolution in accordance with sections 5 et seq. of the of the German Act on Notes from Issues of Identical Debt Securities (as amended) ("**SchVG**"). In particular, Noteholders may approve an adjustment to material contents of the Terms and Conditions with the majorities specified in Condition0 below, including any measures provided for in section 5 para. 3 SchVG. A duly adopted majority resolution is binding on all Holders.*

24.2 Subject to the sentence below and subject to the quorum required pursuant to section 15 para. 3 SchVG, Noteholders pass resolutions with a simple majority of the voting rights held by those of them who participate in the vote. Resolutions adjusting material contents of the Terms and Conditions, in particular in cases of section 5 para. 3 nos. 1 to 8 SchVG, require a majority of at least 75% of the voting rights held by Noteholders participating in the vote in order to be effective (a "**Qualified Majority**").

24.3 Resolutions of the Noteholders shall be passed either in a Holders' meeting (sections 9 et seq. SchVG) or by voting without a meeting (Abstimmung ohne Versammlung) in accordance with section 18 SchVG. The Issuer may, in its sole discretion, decide whether to hold a Holders' meeting or conduct a vote without a meeting, except as provided in Condition 24.4 below.

24.4 Holders' Meeting:

The Holders' meeting is convened by the Issuer. A Holders' meeting must be convened if Holders whose Notes represent together 5% of the Notes outstanding and which request that it be convened in writing, stating as a reason that they intend to resolve pursuant to section 5 para. 5 sentence 2 SchVG that the termination is not to take effect or that they have any other special interest in convening such Holders' meeting. In all other cases, the Issuer may, at its discretion, decide whether to convene a Holders' meeting or conduct a vote without a meeting in accordance with Condition 24.5. The convening notice to the Holders' meeting specifies further details of how resolutions are to be passed and how votes are to be cast. The convening notice to the Holders' meeting sets out, and serves to notify Holders of, the agenda specifying the subjects of the resolution and the proposals for resolution. In order to participate in a Holders' meeting or exercise voting rights, Holders are required to register for such Holders' meeting. Such registration must be received at the address specified in the convening notice by the third calendar day before the Holders' meeting at the latest.

24.5 Voting without a Meeting:

Unless Holders holding at least 5% of the outstanding Notes have requested a Holders' meeting in accordance with Condition 24.4, the Issuer may, at its discretion, decide to conduct a vote without a meeting (Abstimmung ohne Versammlung) in accordance with section 18 SchVG. In such case, the Issuer shall set the voting period, which shall be at least 72 hours, and appoint a chairman (Abstimmungsleiter) in accordance with section 18 SchVG.

The voting shall be conducted in text form (section 126b of the German Civil Code).

24.6 Holders must prove their entitlement to participate in the vote (whether in or without a meeting) at the time they cast their votes by presenting both special proof of their custodian bank and a blocking certificate (Sperrvermerk) of their custodian bank in favor of the Custodian acting as depositary during the voting period.

24.7 If it is ascertained that no quorum exists for the Holders' meeting pursuant to Condition 24.4 or the vote without a meeting pursuant to Condition 24.5, in case of a Holders' meeting, the chairman may convene a second meeting in accordance with section 15 paragraph 3 sentence 2 SchVG or, in case of a vote without a meeting, the chairman may convene a Holders' meeting for the resolutions to be passed in accordance with section 18 paragraph 4 sentence 2 SchVG, which shall be deemed to be a second meeting within the meaning of section 15 paragraph 3 sentence 3 SchVG. Attendance at the second meeting and exercise of voting rights is subject to the Holders' registration. For the second meeting, Conditions 24.4 through 24.6 shall apply accordingly.

24.8 The Holders may by majority resolution appoint a common representative (the "**Holders' Representative**") to exercise the Holders' rights on behalf of each Holder. The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders' Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorized to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The rules and regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

24.9 Disclosures are to be made pursuant to sections 5 et seq. SchVG and pursuant to Condition 18 (Notices). Any resolution duly passed by the Holders shall be binding on all Holders.

The following definitions are added in Clause 1.4:

"Holder" means any holder of one or more Notes.

7. **"Holders' Representative"** has the meaning given in Condition 24.8.

Further amendments to the Bond Terms

a. Background

Various factual and legal conditions have changed since the Bonds were issued. The Issuer therefore proposes various individual amendments, updates and occasional corrections to the Bond Terms.

b. Draft resolution

It is resolved that the Bond Terms be amended as follows:

In Clause 1.1 of the Bond Terms, "6, rue Eugène Ruppert, L-2453" is changed to "28, Boulevard F.W. Raiffeisen, L-2411".

In clause 13.2, (ii) is worded as follows:

(ii) discharge of any other liabilities of the Issuer in relation to the Compartment, in particular any Administrative Costs of the Issuer and other cost and expenses, including but not limited to any costs and expenses incurred in connection with the convening, holding and implementation of any Holders' meeting pursuant to Condition 24

In Annex II (*Reference Asset*) of the Bond Terms, the definition "*Scheduled Maturity Date of the Reference Asset*" is amended as follows:

<i>Borrower and Reference Company</i>	<i>Perpetua Capital SCSp (formerly Park Capital SCSp), a special limited partnership (société en commandite spéciale) subject to the laws of the Grand Duchy of Luxembourg with registered office at 2, boulevard Grande-Duchesse Charlotte L-1330 Luxembourg, Luxembourg and registered with the Luxembourg Trade and Companies Register under number B-229320).</i>
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It is further decided that the issuer can make further changes to the bond conditions if and to the extent that these should be necessary to implement the resolutions adopted.

IV. Consent of the Issuer

c. The amendments to the Bond Terms in accordance with the resolutions of the Bondholders under agenda item III. require the consent of the Issuer in order to be effective. The Issuer hereby declares its anticipated consent to the above-mentioned resolutions of the Creditors' Meeting.

Eligibility to participate, voting rights, registration and proof of shareholding

I. Eligibility to participate

Every Bondholder who has duly and timely registered prior to the Creditors' Meeting in accordance with section C.III. of this invitation is entitled to participate in the Creditors' Meeting and to exercise the voting rights arising from the Bonds held. The Bondholder must provide proof of ownership of one or more Bonds in accordance with section C.IV. of this invitation.

II. Voting rights

Each Bondholder participates in the vote at the Creditors' Meeting in proportion to the nominal value of the outstanding Bonds held. Each Bond with a nominal value of EUR 5,000.00 grants one vote.

In addition, Section 6 SchVG applies, according to which voting rights are suspended, in particular pursuant to Section 6 (1) sentence 2 SchVG, as long as the shares are held by the Issuer or an affiliated company (Section 271 (2) of the German Commercial Code) or for the account of the Issuer or an affiliated company.

III. Registration for the creditors' meeting

In accordance with Clause 24.3 of the Bond Terms, Bondholders must register to attend the Creditors' Meeting and to exercise the voting rights arising from the Bonds held, cf. section 10 (2) SchVG.

The registration must be received by the end of the third calendar day before the creditors' meeting at the latest, i.e. by **Tuesday, April 8, 2025 (received by 24:00 hours (CET))**, by post, by e-mail or by other means in text form in accordance with Section 126b BGB at the following address or e-mail address:

Rimôn Falkenfort

Opus - Chartered Issuances S.A., CMP 246

Dr. Thomas Koch

Taunus Tower

Taunustor 1

60310 Frankfurt am Main

E-Mail: Opus-Comp246@rimonlaw.de

Bondholders can use the form provided on the Issuer's website <https://chartered-opus.com/produkte/mitteilungen> under the heading "Compartment 246" to register for the Creditors' Meeting.

IV. Proof of authorization and blocking notice

Pursuant to Clause 24.4 of the Bond Terms, each Bondholder must provide proof of their entitlement to participate in the Creditors' Meeting and the vote and obtain a blocking certificate from their custodian bank.

1. Proof of authorization must be provided in the form of special proof issued by the custodian bank in text form in accordance with Section 126b BGB ("**special proof**"). Furthermore, a blocking notice issued by the custodian bank in text form in accordance with Section 126b BGB ("**Blocking notice**") must be submitted.

Special proof

- 2.

A Special Evidence is a certificate of the Custodian Institution which (i) contains the full name and address of the Bondholder and (ii) specifies an aggregate principal amount of the Bonds credited to the Bondholder's securities account at such Custodian Institution on the date of issuance of such certificate.

Blocking note

A blocking notice is a notice issued by the relevant Bondholder's Custodian Institution that the relevant Bonds are blocked from the date of issue of the registration (inclusive) until the end of the day specified in this Invitation on which the Creditors' Meeting takes place (inclusive) (i.e. until 24:00 hours (CET)). Bondholders are requested to contact their custodian bank regarding the formalities of the blocking notice.

Bondholders may use the form provided on the Issuer's website <https://chartered-opus.com/produkte/mitteilungen> under the heading "Compartment 246" or an equivalent form of evidence to provide the special evidence and the blocking notice.

Participants in the Creditors' Meeting must also identify themselves in a suitable manner upon admission to the Creditors' Meeting (e.g. by presenting a valid identity card or another official photo ID). This also applies to representatives of the Bondholders.

Representative of the Bondholders

D. I. Representatives of legal entities and companies

If Bondholders are not natural persons, but exist as a legal entity or company under German law (e.g. stock corporation, limited liability company, limited partnership, general partnership, entrepreneurial company, GbR) or under foreign law (e.g. limited company under English law), their representatives must prove their power of representation as follows at the latest when entering the creditors' meeting: (i) as far as possible by submitting a current excerpt (not older than 14 days) from an office keeping the register (e.g. commercial register, register of associations) or by another equivalent confirmation (e.g. certificate of appointment) showing the power of representation; or (ii) by submitting a power of attorney in text form (Section 126b BGB); in this case, the power of representation of the principal must be proven as under (i) by submitting register excerpts or other equivalent confirmations.

Representatives of legal entities and companies are requested to provide evidence of their power of representation by the end of the registration period for the creditors' meeting, i.e. by **Tuesday, April 8, 2025 (received by 24:00 hours (CET))** and, if possible, together with the registration for the creditors' meeting and the special proof with blocking notice, as described above, and to send the corresponding evidence by post, e-mail or other means to the following address or e-mail address in accordance with the text form of Section 126b BGB:

Rimôn Falkenfort

Opus - Chartered Issuances S.A., CMP 246

Dr. Thomas Koch

Taunus Tower

Taunustor 1

60310 Frankfurt am Main

E-Mail: Opus-Comp246@rimonlaw.de

II. Legal representatives and administrators

If a Bond creditor is represented by a legal representative (e.g. a child by its parents, a ward by its guardian) or by an official administrator (e.g. an insolvency estate by the insolvency administrator appointed for it), the legal representative or administrator must, at the latest upon entry into the creditors' meeting, submit the special proof of ownership of the Bonds by the custodian institution together with a blocking notice in accordance with section C. IV. In addition to submitting the special proof of ownership of the Bonds by the custodian bank together with a blocking notice in accordance with section C.IV. of this invitation, the legal representative or administrator must provide suitable proof of his or her legal power of representation (e.g. by means of a copy of the civil status documents or the certificate of appointment) at the latest when attending the creditors' meeting.

Legal representatives and administrators are requested to provide evidence of their power of representation by the end of the registration period for the creditors' meeting, i.e. by **Tuesday, April 8, 2025 (received by 24:00 hours (CET))** and, if possible, together with the registration for the creditors' meeting and the special proof with blocking notice, as described above, and to send the corresponding evidence by post, by e-mail or in any other way to the following address or e-mail address in compliance with the text form of Section 126b BGB:

Rimôn Falkenfort

Opus - Chartered Issuances S.A., CMP 246

Dr. Thomas Koch

Taunus Tower

Taunustor 1

60310 Frankfurt am Main

E-Mail: Opus-Comp246@rimonlaw.de

III. Authorization

Each Bondholder duly registered in accordance with section C.III. of this invitation may be represented at the Creditors' Meeting by a proxy. The power of attorney granted by the principal to the authorized representative must be in text form in accordance with Section 126b BGB and must be presented at the latest upon entry to the creditors' meeting. The chairman of the meeting is entitled to make a copy of the power of attorney. In order for a proxy to participate in the creditors' meeting and exercise voting rights, it is also necessary to submit a special proof with a blocking notice in accordance with section C.IV. of this invitation.

A proxy form is available on the Issuer's website <https://chartered-opus.com/produkte/mitteilungen> under the heading "Compartment 246". Bondholders are requested to use this form.

IV. Voting proxy

Bondholders who are duly registered in accordance with section C.III. of this invitation and who do not wish to attend the Creditors' Meeting in person and do not wish to authorize a representative may, at the same time as registering or after registering, but at the latest by the start of voting at the Creditors' Meeting, issue a proxy with instructions to the proxies appointed by the Issuer,

Mr. Axel Weber and **Olga Bergmann** (the "**Representatives**"). The proxy authorizes the Representatives individually to exercise the voting rights for a Bondholder in accordance with the instructions issued.

A form for authorizing proxies and issuing instructions is available on the Issuer's website <https://chartered-opus.com/produkte/mitteilungen> under "Compartment 246".

If Bondholders wish to grant voting proxies, they are requested to send the completed and signed form by the end of the registration period, i.e. by **Tuesday, April 8, 2025 (received by 24:00 hours (CET))** and, if possible, together with the registration for the Creditors' Meeting and the special proof with blocking notice by post, e-mail or other means to the following address or e-mail address in compliance with the text form pursuant to Section 126b BGB:

Rimôn Falkenfort

Opus - Chartered Issuances S.A., CMP 246

Dr. Thomas Koch
Taunus Tower
Taunustor 1
60310 Frankfurt am Main
E-Mail: Opus-Comp246@rimonlaw.de

E. Supplementary motions and counter-motions

I. Supplementary applications

Bondholders whose Bonds together account for at least 5% of the outstanding Bonds may request in text form pursuant to Section 126b BGB that new items be placed on the agenda of the Creditors' Meeting for resolution (each a "**Supplementary Request**"). Such requests for additions to the agenda must be sent by post, email or other means to the following address or email address in accordance with Section 126b BGB:

Rimôn Falkenfort

Opus - Chartered Issuances S.A., CMP 246

Dr. Thomas Koch
Taunus Tower
Taunustor 1
60310 Frankfurt am Main
E-Mail: Opus-Comp246@rimonlaw.de

The new items must be published in the Federal Gazette and on the Issuer's website no later than the third day before the creditors' meeting. Since an announcement must be submitted to the Federal Gazette no later than two publication days prior to publication, the Issuer must be notified of any new agenda items by no later than **Thursday, April 3, 2025 (received by midnight (CET))**. Late notification of requests for additions to the agenda will result in these not being able to be voted on. In the event of timely notification, the Issuer will publish the extended agenda in

the Federal Gazette no later than three days prior to the Creditors' Meeting and make it on the Issuer's website <https://chartered-opus.com/produkte/mitteilungen> under the heading "Compartment 246".

II. Countermotions

Each Bondholder may announce countermotions to items on the agenda (each a "**Counter-motion**") regardless of the number of Bonds held and even if their voting rights are suspended. If a Bondholder announces a Countermotion prior to the date of the Creditors' Meeting, the Issuer will make this Counter-Motion available on the Issuer's website <https://chartered-opus.com/produkte/mitteilungen> under the heading "Compartment 246" without undue delay until the date of the Creditors' Meeting.

Such counter-motions must be sent exclusively by post, by e-mail or by other means to the following address or e-mail address in compliance with the text form requirements of Section 126b BGB:

Rimôn Falkenfort

Opus - Chartered Issuances S.A., CMP 246

Dr. Thomas Koh

Taunus Tower

Taunustor 1

60310 Frankfurt am Main

E-Mail: Opus-Comp246@rimonlaw.de

III. Proof of authorization

F. Each submission of requests for additions to the agenda or counter-motions must be accompanied by a special proof together with a blocking notice in accordance with section C.IV. of this invitation, unless such a proof has already been submitted. In the case of a supplementary request, Bondholders requesting the inclusion of an additional item for resolution on the agenda must also prove that they alone or jointly represent five percent of the outstanding Bonds. If Bondholders submit counter-motions and/or requests for additions to the agenda by proxy, they must provide evidence of their power of representation in accordance with section D. of this invitation.

Other

I. Assembly language, documents

The creditors' meeting will be held in German.

From the date of publication of this invitation until the end of the Creditors' Meeting, the following documents will be available to Bondholders on the Issuer's website <https://chartered-opus.com/produkte/mitteilungen> under the heading "Compartment 246":

- a) this invitation to the creditors' meeting;
- b) a form for registering for the creditors' meeting;
- c) a form for the special proof with blocking note;
- d) a form for the (sub)authorization of third parties;
- e) a form for granting power of attorney and issuing instructions to the proxies appointed by the Issuer;
- f) the Bond Terms;
- g) a privacy policy.

The above documents will also be made available in English, with the exception of the Bond Terms, which will only be made available in the relevant English language version.

At the request of a Bond creditor, copies of the aforementioned documents will be sent to him free of charge against proof of his Bond creditor status. Such a request must be sent exclusively by post, by e-mail or by other means to the following address or e-mail address in compliance with the text form of Section 126b BGB:

Rimôn Falkenfort

Opus - Chartered Issuances S.A., CMP 246

Dr. Thomas Koch
Taunus Tower
Taunustor 1
60310 Frankfurt am Main
E-Mail: Opus-Comp246@rimonlaw.de

II. Outstanding Bonds

- g. A total of 1,720 Bonds of the Issuer with a nominal value of EUR 5,000.00 each are outstanding from . The Issuer and its affiliated companies do not hold Bonds that do not count as outstanding Bonds pursuant to Section 15 para. 3 sentence 4 SchVG and whose voting rights would be suspended pursuant to Section 6 para. 1 sentence 2 SchVG.

Notes on data protection

Regulation (EU) 2016/679 (the General Data Protection Regulation or "**GDPR**") has been in force in the European Union since May 25, 2018. The Issuer attaches great importance to the protection of the Bondholders' personal data and its legally compliant processing. The Issuer has therefore published a privacy policy at <https://chartered-opus.com/produkte/mitteilungen> under the heading "Compartment 246", which sets out the rights of the Noteholders (including the right to lodge a

complaint with a supervisory authority) and how the Issuer generally handles data for the processing of which it is responsible. In connection with the administration of the Bonds and the upcoming Creditors' Meeting, the Issuer will process the following categories of data of Bondholders: General personal and contact data, number of Bonds held, details of the custodian institution; data on representatives, if applicable. The Issuer processes this data exclusively for the fulfillment of the contracts relating to the Bonds (Art. 6 para. 1 lit. b GDPR) and for the fulfillment of legal obligations (e.g. under the German Bond Act). The Issuer will store the data for as long as required by law (e.g. under tax law and the German Bond Act). The aforementioned data will be collected and processed by the Issuer and forwarded to the lawyer and notary Dr. Alexander Haines, Grüneburgweg 149, 60323 Frankfurt am Main and, if necessary, to other service providers, lawyers and tax advisors who will support the Issuer in organizing the upcoming creditors' meeting.

March 24, 2025

Opus - Chartered Issuances S.A., acting in relation to its Compartment 246

Daniel Maier (B-Director)