# **Supplemental Deed**

between

**Aldburg S.A.** (acting in respect of its compartment RE Power Finance)

as Fiduciary

and

**European Depositary Bank SA** 

as Principal Paying Agent

and

Otala.markets Ltd

as Calculation Agent, Selling Agent and Arranger

relating to "Series 2021-11 – EUR 10,000,000 5Y – RE Power Finance 3.75% Fixed Rate Notes due 2026 "

pursuant to the Asset-Based Notes, Certificates and Warrants Programme

16<sup>th</sup> October 2025

# **CONTENTS**

1.	Definitions	2
2.	Modification	2
3.	Notices	3
4.	Consent of the Parties	3
5.	Continuity	3
6.	Third party rights	4
7.	Limited Recourse and Non-petition	4
8.	Counterparts	4
9.	Governing law and Jurisdiction	4
	Process of Service	
Signat	ure Page	5

# THIS SUPPLEMENTAL DEED (this "Supplemental Deed") is made on 16th October 2025

#### **BETWEEN:**

- ALDBURG S.A., a public company incorporated and organised as an unregulated securitisation vehicle under the laws of Luxembourg and subject to the Securitisation Law, registered in the Luxembourg Register of Commerce and Companies under number B209441 with its registered office is at 6 Rue Dicks, L-1417 Luxembourg, Grand Duchy of Luxembourg, acting in respect of Compartment RE Power Finance, and on a fiduciary basis in accordance with the Fiduciary Law (the "Fiduciary" and "Seller");
- 2. European Depositary Bank SA, a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg and existing as a credit institution within the meaning of the law of 5 April 1993 on the financial sector, as amended, having its registered office at 3, Rue Gabriel Lippmann, L-5365 Munsbach, registered with the Luxembourg Register of Commerce and Companies under number B 10700 and supervised by the Commission de Surveillance du Secteur Financier as a credit institution (the "Principal Paying Agent"); and
- 3. **Otala.markets Ltd** of 54 Baker Street, Marylebone, 3<sup>rd</sup> Floor, London W1U 7BU, United Kingdom (the "**Arranger**", the "**Calculation Agent**" and the "**Selling Agent**").

#### WHEREAS:

- (A) This Supplemental Deed is supplemental to the issue deed dated 5 November 2021 (the "Original Issue Deed") made between the Fiduciary, the Principal Paying Agent, the Arranger, the Calculation Agent and the Selling Agent, relating to the issue of relating to "Series 2021-11 EUR 10,000,000 5Y RE Power Finance 3.75% Fixed Rate Notes due 2026" (the "Fiduciary Notes"), issued by the Fiduciary acting through Compartment RE Power Finance pursuant to the Securitisation Law and the Fiduciary Law, under the Asset-Based Notes, Certificates and Warrants Programme (the "Programme").
- (B) The Fiduciary, the Principal Paying Agent, the Calculation Agent, the Arranger and the Selling Agent (each, a "Party" and together the "Parties") have agreed to enter into this Supplemental Deed to amend and restate the Original Issue Deed and the original issue terms dated 5 November 2021 (the "Original Issue Terms") relating to the issue of the Fiduciary Notes in order to (i) include Paragraphs "Prohibition of Sales to UK Retail Investors" and "UK MIFID product governance/ Professional investors and ECPs only target market"; (ii) modify the contractual terms as well as Paragraphs 2 (Arranger), 13 (Interest), 19 (Unsecured Collateral) and 22 (Specific terms and conditions) of Part A and Paragraphs 4 (Agent for Service of Process), 8 (Principal Paying Agent), 9 (Other Parties), 10 (Distribution), 16 (Limited recourse and nonpetition) and 18 (Issue Specific Risk Factors) of Part B; and (iii) effect other agreed consequential changes to the Conditions of the Fiduciary Notes and the Transaction Documents as are set out in Annex 1 to this Supplemental Deed (the "Amended and Restated Issue Terms").
- (C) Pursuant to Condition 15.2 (Modification, Authorisation and Waiver) of the Fiduciary Notes under the Programme, "the Fiduciary may agree with the Option Counterparty (if any) and the Swap Counterparty (if any), without the consent of the Fiduciary Noteholders and without liability to any person therefore, (a) any modification of the Fiduciary Note Conditions or the Fiduciary Agency Agreement or any of the provisions

of the Fiduciary Asset Agreements or Fiduciary Assets and any corresponding provisions of the Fiduciary Note Conditions or the Fiduciary Agency Agreement which is, in the opinion of the Fiduciary, of a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of law, and (b) any other modification, and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Fiduciary Asset Agreements and any corresponding provisions of the Fiduciary Note Conditions which is in the opinion of the Fiduciary not materially prejudicial to the interests of the Fiduciary Noteholders; (c) any modification of the provisions of the Fiduciary Agency Agreement or any of the provisions of the Fiduciary Asset Agreements or Fiduciary Assets which is made to satisfy any requirement of any listing authority or stock exchange on which the Fiduciary Notes are or are proposed to be issued and which, in each case, is not in the opinion of the Fiduciary materially prejudicial to the interests of the Fiduciary Noteholders and (d) any modification of the provisions of the Fiduciary Agency Agreement or any of the provisions of the Fiduciary Asset Agreements or Fiduciary Assets which is specified in the Fiduciary Agency Agreement as being a modification to which the Fiduciary may agree without the consent of the Fiduciary Noteholders but only with the prior written consent of the Option Counterparty (if any) and the Swap Counterparty (if any). Any such modification, authorisation or waiver will be binding on the Fiduciary Noteholders and such modification will be notified to the Fiduciary Noteholders as soon as practicable in accordance with Fiduciary Note Condition 18 (Notices); The Issue Deed and the Fiduciary Agency Agreement provides that the Fiduciary shall not agree to any amendment or modification of the Issue Deed and/or the Fiduciary Agency Agreement without first obtaining the consent in writing of the Swap Counterparty and the Option Counterparty, which consent shall not be unreasonably withheld or delayed".

- (D) The Fiduciary considers that the modification referred to in Clause 2 below is a material change to the interests of the Fiduciary Noteholders of the Series of Fiduciary Notes to which these amendments relate. Consequently, an electronic vote through the international clearing-house system was held to approve the modification. Having Fiduciary Noteholders representing not less than 67% or, at any adjourned meeting, not less than 25%, in principal amount of the Fiduciary Notes outstanding voted in favour of the modification, the modification was approved. The Fiduciary and the Parties to this Supplemental Deed have agreed with the Fiduciary to enter into this Supplemental Deed.
- (E) The Fiduciary will notify the Fiduciary Noteholders in respect of the Series of the matters agreed in this Supplemental Deed.

# NOW THIS DEED WITNESSES AND IT IS AGREED AND DECLARED as follows:

#### 1. **Definitions**

Subject as otherwise provided in this Supplemental Deed and unless there is anything in the subject or context inconsistent therewith, all words and expressions defined (i) in the Agency Agreement dated 20 February 2023 (as amended from time to time) between the Fiduciary and the Principal Paying Agent (the "Agency Agreement"), (ii) in the Conditions (as defined in the Agency Agreement) and (iii) in the Original Issue Deed, shall have the same meanings in this Supplemental Deed.

#### 2. Modification

**The Parties hereby** agree that the terms and conditions of the Fiduciary Notes (as reflected in the Original Issue Terms), issued by Compartment RE Power Finance be amended, modified, supplemented and/or varied in accordance with the provisions of this Supplemental Deed, the Amended and Restated Issue Terms in the form set out in **Annex 1** and the

amended and restated Issue Deed in the form set out in **Annex 2**, as applicable, hereto with effect as of 16<sup>th</sup> October 2025 (the "**Effective Date**") in order to effect the following changes:

- (a) as a consequence of an amendment to the Loan Agreement (as defined below) by means of an amendment letter dated 16<sup>th</sup> October 2025 between Aldburg S.A., acting in respect of its compartment RE Power Finance (as "Lender") and Mareblu Capital S.A., a société anonyme incorporated and organised under the laws of the Grand Duchy of Luxembourg, whose registered office is at 92, rue de Bonnevoie, L- 1260 Luxembourg, as borrower (the "Borrower"), changes are required to the Issue Terms of the Fiduciary Notes, including to the following terms:
  - (i) the preamble is amended;
  - (ii) the contractual terms and paragraph 8 of Part B are amended to reflect the new Principal Paying Agent;
  - (iii) paragraph 2 of Part A and paragraphs 4, 9 and 10 of Part B are amended to reflect the new corporate name of Cirdan Capital Management Ltd;
  - (iv) paragraph 10 of Part A is amended to the reflect the new depositary bank;
  - (v) paragraphs 13 and 19 of Part A and paragraph 18 of Part B are amended to reflect the changes to the Loan Agreement;
  - (vi) paragraph 16 of Part B is included;
  - (vii) paragraph 22 of Part A is amended in order to avoid the occurrence of a default under the Fiduciary Notes as a result on the non-payment of the interest due on 6 November 2024;
- (b) make such other consequential and ancillary amendments as are deemed necessary to the Conditions and the Transaction Documents.

The "Loan Agreement" means the EUR 10,000,000 loan agreement between the Lender and the Borrower, dated 5 November 2021 as amended and restated by way of an amendment letter dated 16<sup>th</sup> October 2025.

On or after the date hereof, the amendments set out in this Clause 2 above shall apply to the existing Tranche or Series of the Fiduciary Notes and thereafter to any Fiduciary Notes issued by Compartment RE Power Finance, which are to be consolidated and form a single Series with this Tranche of the Fiduciary Notes.

#### Notices

Promptly following the Effective Date the Fiduciary shall give notice to the Fiduciary Noteholders (in accordance with Condition 18 (*Notices*)) in respect of the amendments effected hereby to the Fiduciary Notes issued by Compartment RE Power Finance.

#### 4. Consent of the Parties

Each of the Parties hereby acknowledges and, to the extent it is required to do so, consents to (i) the amendments envisaged herein and (ii) the notices to be published or given to Fiduciary Noteholders.

# 5. **Continuity**

Each of the Conditions and the Transaction Documents shall, save as provided herein, continue in full force and effect.

# 6. **Third party rights**

A person who is not a party to this Supplemental Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

# 7. <u>Limited Recourse and Non-petition</u>

Each Party agrees that, notwithstanding any other provisions herein, any claim it may have against the Fiduciary under this Supplemental Deed shall be limited in the same manner and to the same extent provided for in the Original Issue Deeds and/or the Agency Agreement and/or the Conditions relating to this Series issued by Compartment RE Power Finance.

#### 8. Counterparts

This Supplemental Deed may be executed in any number of counterparts, in which case this Supplemental Deed will be as effective as if all the signatures or seals on the counterparts were on a single copy of this Supplemental Deed.

# 9. Governing law and Jurisdiction

Each Party agrees that, notwithstanding any other provisions herein, these presents and any non-contractual obligations arising out of or in connection with these presents are governed by, and shall be construed in the same manner and to the same extent provided for in the Original Issue Deed and/or the Agency Agreement and/or the Conditions relating to this Series issued by Compartment RE Power Finance.

# 10. Process of Service

The Fiduciary has appointed Otala.markets Ltd at its registered office at 54 Baker Street, London, W1U 7BU, United Kingdom as the "Process Agent" to receive, for it and on its behalf, service of process in any Proceedings in England. Such service shall be deemed completed on delivery to such Process Agent (whether or not it is forwarded to and received by the Fiduciary). European Depositary Bank S.A. appoints Apex Agency Services Ltd, at Bastion House 6th Floor, 140 London Wall, London, EC2Y 5DN, United Kingdom as its agent under this Agreement for service of process in any Proceedings before the English courts in relation to any Proceedings. Nothing shall affect the right to serve process in any other manner permitted by law.

**IN WITNESS** whereof this Supplemental Deed has been executed as a deed by each of the signatories hereto and delivered on the date on the date first stated on page 1.

# THE FIDUCIARY

Executed as a deed by

ALDBURG S.A. acting in respect of its C	ompartment	: RE Power Finance
acting by director:	)	
	)	
THE ARRANGER		
THE CALCULATION AGENT		
THE SELLING AGENT		
Executed as a <b>DEED</b> for and on behalf of		
OTALA.MARKETS LTD	)	
acting by:Name:		
Title:	)	
acting under the authority of that company		
in the presence of		
Witness's Signature		
Name:		
Address:		
THE PRINCIPAL PAYING AGENT		
Executed as a deed by	)	
European Depositary Bank SA	)	
acting by:	)	
	)	
acting under the authority of that company		

#### ANNEX 1

AMENDED AND RESTATED ISSUE TERMS FOR FIDUCIARY NOTES DATED 16<sup>th</sup> October 2025, WHICH AMEND THE ISSUE TERMS FOR FIDUCIARY NOTES DATED 5 NOVEMBER 2021<sup>1</sup>

#### 16th October 2025

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Fiduciary Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("MiFID II"); or (ii) a customer within the meaning of Directive 2016/97/EU (as amended, the "Insurance Distribution Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the "Prospectus Regulation"). Consequently no key information document required by Regulation (EU) No 1286/2014 (the "PRIIPs Regulation") for offering or selling the Fiduciary Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Fiduciary Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Fiduciary Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "FSMA") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No. 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the Fiduciary Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Fiduciary Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation<sup>2</sup>.

MIFID II product governance / Professional investors and ECPs only target market — Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Fiduciary Notes has led to the conclusion that: (i) the target market for the Fiduciary Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Fiduciary Notes to eligible counterparties and professional clients are appropriate. The target market assessment indicates that Fiduciary Notes are incompatible with the needs, characteristics and objectives of clients which are fully risk averse or are seeking ondemand full repayment of the amount invested. Any person subsequently offering, selling or recommending the Fiduciary Notes (a "distributor") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Fiduciary Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

**UK MIFIR product governance / Professional investors and ECPs only target market** – Solely for the purposes of each manufacturer's product approval process, the target market assessment

6

<sup>2</sup> The Original Issue Terms did not contain this section

95986703-2

<sup>&</sup>lt;sup>1</sup> These amended and restated issue terms amend and restate the original issue terms dated 5 November 2021 (the "**Original Issue Terms**"), by modifying the preamble, the contractual terms, Paragraphs 2 (*Arranger*), 10 (*Issue Price*), 13 (*Interest*), 19 (*Unsecured Collateral*) and 22 (*Specific terms and conditions*) of Part A, Paragraphs 4 (*Agent for Service of Process*), 8 (*Principal Paying Agent*), 9 (*Other Parties*), 10 (*Distribution*) and 16 (*Limited Recourse and non-petition*) of Part B, and Appendix 1

in respect of the Fiduciary Notes has led to the conclusion that: (i) the target market for the Fiduciary Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("COBS"), and professional clients, as defined in Regulation (EU) No. 600/2014 as it forms part of domestic law by virtue of the EUWA ("UK MiFIR"); and (ii) all channels for distribution of the Fiduciary Notes to eligible counterparties and professional clients are appropriate. Any distributor should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "UK MiFIR Product Governance Rules") is responsible for undertaking its own target market assessment in respect of the Fiduciary Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels<sup>3</sup>.

#### ALDBURG S.A.

a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 6 Rue Dicks, L-1417 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B209441 and subject to the Luxembourg law dated 22 March 2004 on securitisation, as amended (the "Securitisation Law"), as issuer of the Fiduciary Notes on a fiduciary basis in accordance with the Luxembourg law of 27 July 2003 relating to trust and fiduciary contracts (the "Fiduciary Law")

acting in respect of Compartment RE Power Finance on a fiduciary basis in connection with Series 2021-11

EUR 10,000,000 5Y - RE Power 3.75% Fixed Rate Notes due 2026 (the "Fiduciary Notes")

issued pursuant to the Asset-Based Notes, Certificates and Warrants Programme

#### **PART A**

#### **CONTRACTUAL TERMS**

Issue Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Fiduciary Notes (the "Fiduciary Note Conditions"), as set forth in the Base Prospectus dated 14 June 2019 (the "Base Prospectus") which does not constitute a base prospectus for the purposes of the Luxembourg law dated 16 July 2019 on prospectuses for securities, as amended (the "Prospectus Law"). This document constitutes the Issue Terms of the Fiduciary Notes described herein and must be read in conjunction with the Base Prospectus. Full information on the Fiduciary and the offer of the Fiduciary Notes is only available on the basis of the combination of these Issue Terms and the Base Prospectus (as supplemented from time to time). The Base Prospectus is available for viewing at the office of the Fiduciary currently at 6 Rue Dicks, L-1417 Luxembourg, Grand Duchy of Luxembourg and of the Principal Paying Agent currently at European Depositary Bank SA, 3, Rue Gabriel Lippmann, L-5365 Munsbach, Grand Duchy of Luxembourg ("European Depositary Bank") from which copies of the Base Prospectus may also be obtained) and on the website of the Fiduciary (<a href="https://www.aldburg.com">www.aldburg.com</a>)4.

Unless the context otherwise requires, expressions used herein and not otherwise defined in the Base Prospectus or the Issue Deed (as defined below) shall have the meanings respectively ascribed to them by the provisions of the 2006 ISDA Definitions (the "2006 Definitions"), as published by the International Swaps and Derivatives Association, Inc. If there is any inconsistency between the ISDA Definitions and the provisions of these Issue Terms, the provisions of these Issue Terms will prevail. References in the Issue Terms to "paragraphs" and "sub-paragraphs" are to the paragraphs and sub-paragraphs of the Issue Terms, unless the context requires otherwise. Italicised provisions herein are for information only and do not form part of the Issue Terms.

By subscribing to the Fiduciary Notes, or otherwise acquiring the Fiduciary Notes, a holder of

7 95986703-2

\_

<sup>&</sup>lt;sup>3</sup> The Original Issue Terms did not contain this section

<sup>&</sup>lt;sup>4</sup> The Original Issue Terms contained references to the previous Principal Paying Agent

Fiduciary Notes expressly acknowledges and accepts that the Fiduciary (i) is subject to the Fiduciary Law and to the Securitisation Law and (ii) has created the specific Compartment RE Power Finance (which is a "compartment" within the meaning of Article 62 of the Securitisation Law) corresponding to a separate Fiduciary Estate in respect of the Fiduciary Notes to which all assets, rights, claims and agreements relating thereto will be allocated. The holder of Fiduciary Notes acknowledges and accepts the subordination waterfall and the priority of payments where included in the Articles of the Fiduciary, the Base Prospectus and, if applicable, the Issue Terms. Furthermore, the holder of Fiduciary Notes acknowledges and accepts that the obligations of the Fiduciary are solely fiduciary obligations which do not affect the personal estate of the Fiduciary and that it only has recourse to the Fiduciary Assets and not to the assets allocated to other compartments or fiduciary estates created by the Fiduciary or to any other assets of the Fiduciary. The holder of Fiduciary Notes acknowledges and accepts that once all the assets allocated to the Fiduciary Estate have been realised, it is not entitled to take any further steps against the Fiduciary to recover any further sums due and the right to receive any such sum shall be extinguished. The holder of Fiduciary Notes accepts not to attach or otherwise seize the assets of the Compartment RE Power Finance or to other compartments or fiduciary estates of the Fiduciary or other assets of the Fiduciary. In particular, no holder of Fiduciary Notes shall be entitled to petition or take any other step for the winding-up, the liquidation or the bankruptcy of the Fiduciary, or any other similar proceedings.

1.	Fiduciary:		Aldburg S.A.	
	(i)	LEI:	549300IBN3X5IQW75D35	
			The board of directors of the Fiduciary has created a separate compartment in respect of the Fiduciary Notes to which all the assets and liabilities relating to the Fiduciary Notes will be allocated	
2.	Arrang	ger:	Otala.markets Ltd acting through its office at 54 Baker Street, Marylebone, 3rd Floor, London, W1U 7BU, United Kingdom ("Otala") <sup>5</sup>	
3.	(a)	Series Number:	2021-11	
	(b)	Type of Fiduciary Instruments:	The Fiduciary Instruments are Fiduciary Notes	
	(c)	Tranche Number:	1	
	(d)	Date on which the Fiduciary Notes will be consolidated and form a single Series	Not Applicable	
4.	Unsec	cured:	Unsecured Fiduciary Notes	
5.	Form:		Bearer Global Fiduciary Note	
6.	Releva	ant Currency:	EUR	
7.	Princip	oal Amount:	EUR 10,000,000.00	

<sup>&</sup>lt;sup>5</sup> The Original Issue Terms contained the previous corporate name of the Arranger

8. Status: Unsecured and limited recourse obligations of the Fiduciary 9. EUR 1,000.00. Any investor must (a) Denomination: purchase an aggregate minimum nominal amount of Fiduciary Notes of EUR 125,000.00. The amount so purchased applies to the total holding of each investor, not to every single purchase transaction Such minimum purchase amount of EUR 125,000.00 will be monitored by the Fiduciary on all trades, and should not be monitored by any International Central Securities Depository or other equivalent entity (b) Calculation Amount: EUR 1,000.00 EUR 1,000.00. Fiduciary Notes shall be (c) Minimum Trading Amount: traded in nominal amount and not in units 10. Issue Price: 100.00 per cent. of Principal Amount (a) For the avoidance of doubt, on the Issue Date, the Fiduciary Notes will be issued in the name of the Fiduciary and held in an account opened in the Fiduciary's name with BFF Bank S.p.A. ("BFF")<sup>6</sup> for subsequent on-sale to investors. Delivery of the Fiduciary Notes to such account of the Fiduciary occurs free of payment (b) Partly-Paid: Not Applicable Variable Funding Notes: (c) Not applicable 11. Issue Date: 5 November 2021 12. 6 November 2026 (the "Scheduled Maturity Date: Maturity Date") subject to adjustment in accordance with the Modified Following Business Day Convention, for which purpose the relevant Business Days are London and TARGET Settlement Days PROVISIONS RELATING TO INTEREST

Interest:

13.

95986703-2

**Applicable** 

<sup>&</sup>lt;sup>6</sup> The Original Issue Terms mentioned Goldman Sachs International

Interest Basis: 3.75 per cent. Fixed Rate

Fixed Rate Fiduciary Notes and Floating Rate Fiduciary Notes:

Fixed Rate Fiduciary Notes

Interest Commencement Date: Issue Date

Interest Accrual Dates: The Interest Accrual Dates in respect of

the Fiduciary Notes are the 5 November in each year, (commencing on the 5 November 2021) to and including the 5

November 2026

Interest Periods: The first Interest Period is from (and including) the Interest Commencement

Date to (but excluding) 5 November 2022. Each subsequent Interest Period shall start on (and include) an Interest Accrual Date and end on (but exclude) the next succeeding Interest Accrual

Date.

Interest Periods are subject to adjustment in accordance with the Modified Following Business Day Convention, for which purpose the relevant Business Days are London and

**TARGET Settlement Days** 

Interest Payment Dates: The Interest Payment Dates are the 6

November of each year up to the Scheduled Maturity Date provided that interest accrued on the Interest Accrual Date falling on 5 November 2024 shall be paid on the Interest Payment Date falling on 6 November 2025<sup>7</sup>, subject, in each case, to adjustment in accordance with the Modified Following Business Day Convention, for which purpose the relevant Business Days are London and

TARGET Settlement Days, provided

that:

(i) the Interest Amount payable, on each Interest Payment Date (including, for the avoidance of doubt, the Scheduled Maturity Date), on each Fiduciary Note shall be limited to such Fiduciary Note's pro rata share of the interest payments in respect of the Unsecured Collateral actually received by the Fiduciary (in its capacity as Lender under the Facility Agreement as defined

<sup>&</sup>lt;sup>7</sup> The Original Issue Terms did not contain this clarification

below); and

(ii) if default interest or any other amount (if any) is paid under the Unsecured Collateral. such amounts less the applicable Costs and Expenses (as defined below) calculated at the relevant payment date - shall be paid in respect of each Fiduciary Note on a pro rata basis, in each case on any Interest Payment Date together with the scheduled Interest or, if received at any time, on the day falling 5 (five) Business Days after each date on which any payment of default interest or other amount is actually received in respect of Unsecured Collateral, with the last such payment to occur no later than the Scheduled Maturity Date

The Fiduciary shall renounce any and all interest or other accrual arising from any Fiduciary Note issued on its own balance sheet and held in an account of the Fiduciary opened with BFF 8 for any period before any investor purchases the Fiduciary Notes, also by giving any required notice and/or communication to the applicable clearing systems

Only persons who are stated in the records of Euroclear or Clearstream, Luxembourg to be the holders of the Fiduciary Notes on the Interest Payment Dates will be entitled to receive interest payments under the Fiduciary Notes

Day Count Fraction: Actual/365

Underlying Linked Interest: Not Applicable

Interest Provisions for:

Index Linked Relevant Notes: Not Applicable

Equity Linked Relevant Notes: Not Applicable

Fund Linked Relevant Notes: Not Applicable

# PROVISIONS RELATING TO REDEMPTION

14. Redemption: Fiduciary Note Condition 6.1 (*Final Redemption*) applies and for the purpose of redemption of each Fiduciary Note on

<sup>&</sup>lt;sup>8</sup> The Original Issue Terms mentioned Goldman Sachs International

the Scheduled Maturity Date, the amount to be paid (the "Redemption Amount") shall be equal to the lower of (i) its pro rata share of the aggregate outstanding Principal Amount on the Scheduled Maturity Date and (ii) its pro rata share of the amount of the Net Available Proceeds, in each case plus accrued and unpaid Interest on the Scheduled Maturity Date according to, and within the limits set forth by, paragraph 13 (Interest) above. For the avoidance of doubt, Fiduciary Note Conditions 8 (Security in respect of the Fiduciary Notes) and 14 (Enforcement) apply (to the extent relevant)

#### In these Issue Terms:

"Costs and Expenses" means the sum of (i) the amount (to the extent applicable) of any charge, loss, liability. cost. claim. action. damage, expense, demand or any withholding or other tax (including, without limitation, legal fees, costs, commissions payable, any stamp, documentary, registration or similar duty or tax and expenses) which the Fiduciary or the Selling Agent may incur as a result of, or arising out of, or in connection with the sale, realisation, etc. of the Unsecured Collateral: plus (ii) (without duplication) the amount to be paid for fees, costs, charges, expenses and liabilities (if any) then due and payable (including any taxes required to be paid, legal fees. remuneration and any indemnity amounts) to the Agents under the Agency Agreement; plus (iii) (without duplication) any charge loss, liability, cost, claim, action, damage, expense, demand or any withholding or other tax (including, without limitation, legal fees, costs. commissions payable, any stamp, documentary, registration or similar duty or tax and expenses) which the Fiduciary may incur or which may be made against the Fiduciary or any of the Fiduciary's directors, officers, employees or agents as a result of or arising out of or in connection with the relevant Fiduciary Note (or portion thereof)

or the Unsecured Collateral; and plus (iv) (without duplication) all amounts (if any) due in respect of the Fiduciary Notes on the Scheduled Maturity Date to any party who ranks in priority to the Fiduciary Noteholders in accordance with Fiduciary Note Condition 8.4 (Application of Proceeds of Enforcement of Fiduciary Assets);

- (b) "Net Available Proceeds" means (i) the Repayable Assets Realisation Amount; less (ii) the Costs and Expenses;
- (c) "Outstanding" means the aggregate Principal Amount of all the Fiduciary Notes which have not previously been exercised, purchased, redeemed or cancelled;
- (d) "Repayable Assets Realisation Amount" means the net proceeds of repayment, prepayment, liquidation, enforcement or realization of the Unsecured Collateral

The Selling Agent shall realise the Unsecured Collateral in accordance with Fiduciary Note Condition 8.7 (Realisation of the Fiduciary Assets relating to the Fiduciary Notes) by no later than the Business Day prior to the Scheduled Maturity Date and the Fiduciary Noteholders shall receive the relevant Redemption Amount on the Scheduled Maturity Date

Payment, on the Scheduled Maturity Date, of the Redemption Amount, together with accrued and unpaid Interest pursuant to and within the limits set forth under paragraph 13 (*Interest*) above, by the Fiduciary shall satisfy its obligations in respect of the then outstanding Fiduciary Notes

All amounts and costs relevant to the determination of the Redemption Amount shall be determined by the Calculation Agent acting in good faith and in commercially reasonable manner

Fiduciary Note Condition 6.6. (*Purchases*) will apply to the Fiduciary

(a) Purchases:

#### Notes

(b) Redemption or Cancellation at the Option of the Fiduciary and Exercise of Fiduciary's Options:

Fiduciary Note Condition 6.8 (Redemption at the Option of the Fiduciary and Exercise of the Fiduciary's Options) letters (a), (b) and (c) will apply to the Fiduciary Notes, provided that the redemption may only apply in respect to all the Fiduciary Notes then outstanding

For the purpose of Fiduciary Note Condition 6.8 (Redemption at the Option of the Fiduciary and Exercise of the Fiduciary's Options) letter (a), the notice period shall be not less than 20 calendar days nor more than 30 calendar days

In relation to Fiduciary Note Condition 6.8 (Redemption at the Option of the Fiduciary and Exercise of the Fiduciary's Options) letter (c), the Fiduciary may – on any Fiduciary Optional Redemption Date – having given not less than 20 calendar days nor more than 30 calendar days' prior notice in accordance with Fiduciary Note Condition 18 (Notices) (which notice shall be irrevocable and shall specify the applicable redemption date fixed for redemption), repay all, but not some only, of the Fiduciary Notes then outstanding at the early Redemption Amount indicated below

The Fiduciary Optional Redemption Date means any Interest Payment Date falling within the Fiduciary's Option Period, which means the period from (and including) the Interest Payment Date falling on 6 November 2022 (*i.e.* the 1<sup>st</sup> (first) annual anniversary of the Issue Date) to (and including) the Scheduled Maturity Date

(c) No other Optional Redemption:

Fiduciary Note Conditions 6.7 (*Early Redemption of Zero Coupon Fiduciary Notes*) and 6.10 (*Redemption by Instalments*) will not apply to the Fiduciary Notes

(d) Swap Counterparty or Option Counterparty Default Early Redemption or Cancellation:

Not Applicable

(e) Redemption or Cancellation at the option of the holder of the Not Applicable

# Fiduciary Notes

(f) Mandatory Redemption or Cancellation:

The Fiduciary Notes will be subject to mandatory redemption (in whole) under Fiduciary Note Conditions 6.2 (Mandatory Redemption) and 6.3 (Redemption for taxation and other reasons)

(g) Early Redemption Amount

For the purpose of Fiduciary Note Conditions 6.2 (*Mandatory Redemption*), 6.3 (Redemption for taxation and other reasons) and 6.8 (Redemption at the Option of the Fiduciary and Exercise of the Fiduciary's Options), the early Redemption Amount shall be equal (i) to each Fiduciary Note's pro rata share of the aggregate outstanding Principal Amount of the Fiduciary Notes on the date fixed for redemption (which, for the avoidance of doubt, includes any Fiduciary Optional Redemption Date), (ii) together with accrued and unpaid interest on each Fiduciary Note up to (but excluding) the date fixed for redemption, provided that such early Redemption Amount shall not exceed the Net Available Proceeds as applicable to the relevant date fixed for redemption (which, for the avoidance of doubt, Fiduciary Optional includes any Redemption Date), provided that:

if the Fiduciary Notes become subject to redemption in full for any reason prior to the Scheduled Maturity Date, and the Available Proceeds as of the date fixed for redemption (which, for the avoidance of doubt, includes any Fiduciary Optional Redemption Date) are less than the outstanding Principal Amount of the Fiduciary Notes at the date fixed for redemption (which, for avoidance of doubt, includes any Fiduciary Optional Redemption together with Interest Date) accrued thereon, no Event of Default will occur and instead the Fiduciary Notes will be redeemed on that date on a pro rata basis only to the extent of the then Net Available Proceeds corresponding to principal payments in respect of the Unsecured Collateral, and

thereafter, until the Scheduled Maturity Date, the Fiduciary Notes will be redeemed on a *pro rata* basis to the extent of available Net Available Proceeds corresponding to principal payments in respect of the Unsecured Collateral on each day falling 5 (five) Business Days after each date on which any Repayable Assets Realization Amount is received by the Fiduciary;

- (b) the Interest payable on any Fiduciary Note on the date fixed for redemption (which, for avoidance of doubt, includes any Fiduciary Optional Redemption Date) shall be limited to such Fiduciary Note's pro rata share of the then available Net Available Proceeds corresponding to interest (including payments default interest) in respect of the Unsecured Collateral;
- Interest shall continue to be (c) payable in respect of each Fiduciary Note after the date of redemption, on each day falling 5 (five) Business Days after each date on which any Repayable Assets Realization Amount is received by the Fiduciary (in its capacity as Lender), in an amount equal to such Fiduciary Note's pro rata share of the then available Net Available Proceeds corresponding to interest payments (including default interest) in respect of the Unsecured Collateral, provided that no such payment shall be made at any time after the Scheduled Maturity Date

The Selling Agent shall realise the Unsecured Collateral in accordance with Fiduciary Note Condition 8.7 (Realisation of the Fiduciary Assets relating to the Fiduciary Notes) by no later than the Business Day prior to the date fixed for redemption (which, for the avoidance of doubt, includes any Fiduciary Optional Redemption Date)

All amounts and costs relevant to the determination of the early Redemption Amount shall be determined by the

Calculation Agent acting in good faith and in commercially reasonable manner, with reference to the date fixed for redemption (which, for the avoidance of doubt, includes any Fiduciary Optional Redemption Date)

For the avoidance of doubt, Fiduciary Security Conditions 8 (Security in respect of the Fiduciary Notes) and 14 (Enforcement) apply (to the extent relevant)

(h) Administrator/Benchmark Event

Not Applicable

(i) Securityholder Identification Event:

Not Applicable

15. Redemption Provisions for:

(A) Index Linked Relevant Notes:

Not Applicable

(B) Equity Linked Relevant Notes:

Not Applicable

(C) Fund Linked Relevant Notes:

Not Applicable

16. Talons to be attached to Fiduciary Notes and, if applicable, the number of Interest Payment Dates between the maturity for each Talon:

Not Applicable

17. Business Day Jurisdictions for Fiduciary Note Condition 7.8 (jurisdictions required to be open for payment):

London Settlement Days. In the Issue Terms and for the purposes of the Fiduciary Note Conditions, references to "Business Days" shall (except where specified otherwise) be construed as references to days which are Business Days in London and TARGET and "Relevant Business Days" shall (except where specified otherwise or the context requires) be construed as references to days which are Business Days in London and TARGET

18. (a) Fiduciary Notes to be represented on issue by:

Permanent Global Fiduciary Note held by Common Depositary for Euroclear and Clearstream Banking, S.A. ("Clearstream, Luxembourg")

(b) Applicable TEFRA exemption (for bearer Fiduciary Instruments only)

TEFRA C Rules

(c) Temporary Global Not Applicable
Fiduciary Note
exchangeable for
Permanent Global
Fiduciary Note

# PROVISIONS RELATING TO FIDUCIARY ASSETS

19. Unsecured Collateral

- (a) The Unsecured Collateral shall comprise the Fiduciary's rights, title and interests in, to and under the Facility Agreement, including any loans made thereunder (the "Unsecured Collateral")
  - "Facility Agreement" means the uncommitted. unsecured. term loan facility of a total principal amount not exceeding EUR 10,000,000.00 granted by the Fiduciary acting in respect of its compartment RE Power Finance, as lender (the "Lender"), to Mareblu Capital S.A., a société anonvme incorporated organised under the laws of the Grand Duchy of Luxembourg, whose registered office is at 92, rue Bonnevoie L - 1260 Luxembourg, as borrower (the "Borrower"), pursuant to a facility agreement dated on or about 5 November 2021 and with a maturity date of 5 November 2026. The interest rate on the loans under the Facility Agreement is 3.75per cent. per annum, paid annually in arrears on the 5 of November of each year provided that interest due on 5 November 2024 shall be paid on 5 November 20259
- (b) Fiduciary Note Conditions 8.5(a) (Replacement and/or Substitution of Unsecured Collateral) will not apply to the Fiduciary Notes
- (c) Fiduciary Note Conditions 8.5(b) (Replacement and/or Substitution of Unsecured Collateral) will not apply to the Fiduciary Notes
- (d) Fiduciary Note Conditions 8.6 (Purchase of Unsecured Collateral maturing after the Maturity Date)

<sup>&</sup>lt;sup>9</sup> The Original Issue Terms did not contain this specification

will not apply to the Fiduciary Notes

(e) Selling Agent: Cirdan Capital Management Ltd, acting through its office at 54 Baker Street, Marylebone, 3rd Floor, London, W1U 7BU, United Kingdom or any substitute thereof

Investors should make their own investigations and conduct their own due diligence in respect of the Borrower. The Fiduciary makes no representation or warranty, express or implied, in respect thereof. The Fiduciary has no obligation to deliver any information, communication or notice it may receive as holder of the Facility Agreement. The Fiduciary does not monitor and does not guarantee make or anv representation, as to whether the actual term of the Facility Agreement are in fact being observed by the **Borrower** 

# 20. Fiduciary Asset Agreements:

(i) Swap Agreement: Not Applicable

(ii) Option Agreement Not Applicable

(iii) Repurchase Agreement Not Applicable

(iv) Credit Support Document Not Applicable

(v) Fiduciary Asset Disclosure Not Applicable Documents

#### **GENERAL PROVISIONS APPLICABLE TO FIDUCIARY NOTES**

21. General Provisions Applicable to Not Applicable Fiduciary Notes:

22. Specific terms and conditions: The 30-calendar day period set forth in

Fiduciary Note Condition 13(a) and (b) shall be extended to 9 calendar months.

23. Stabilising Agent (if any): Not Applicable

24. Responsibility: Not Applicable

25. Purchaser: Not Applicable

26. Additional U.S. federal income The Fiduciary Notes are not Specified tax considerations: Fiduciary Instruments for purposes of

Fiduciary Instruments for purposes of Section 871(m) of the U.S. Internal

# Revenue Code of 1986.

The Fiduciary accepts responsibility for the information contained in the Issue Terms.

The Fiduciary confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by Otala<sup>10</sup>, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Signed on behalf of the Fiduciary:

ALDBURG S.A., acting in respect of RE Power Finance and on a fiduciary basis in accordance with
the Fiduciary Law
By

<sup>&</sup>lt;sup>10</sup> The Original Issue Terms provided for Cirdan Capital Management Ltd

#### **PART B**

#### OTHER INFORMATION

1. i. Listing: Application will be made to list the Fiduciary

Notes on the Open Market of the Frankfurt Stock

Exchange

ii. Admission to trading: Application will be made for the Fiduciary Notes

to be admitted to trading on the Open Market of

the Frankfurt Stock Exchange

iii. Estimate of total expenses related to

admission to trading:

EUR 10,000.00. The estimated total expenses that can be determined as of the issue date are up to EUR 10,000.00 consisting of listing fees, such expenses exclude out-of-pocket expenses incurred or to be incurred by or on behalf of the Fiduciary in connection with the admission to

listing

 The Fiduciary Notes have been accepted in Euroclear and Clearstream, Luxembourg and have the following security codes:

Common Code: 240548941

ISIN Code: XS2405489415

3. Custody: Not Applicable

4. Agent for Service of Process: Otala<sup>11</sup>

6. Paying Agent: Not Applicable

7. Transfer Agent Not Applicable

8. Principal Paying Agent European Depositary Bank<sup>12</sup>

9. Other Parties: Otala as Calculation Agent and Selling Agent<sup>13</sup>

10. Distribution:

If syndicated, names and addresses of managers and details of underwriting

Not Applicable

commitments:

If non-syndicated, name and Otala<sup>14</sup> address of Arranger:

Total commission and Not Applicable

<sup>&</sup>lt;sup>11</sup> The Original Issue Terms referred to the previous corporate name of the Agent

<sup>&</sup>lt;sup>12</sup> The Original Issue Terms referred to the previous Principal Paying Agent

<sup>&</sup>lt;sup>13</sup> The Original Issue Terms referred to the previous corporate name of Otala

<sup>&</sup>lt;sup>14</sup> The Original Issue Terms referred to the previous corporate name of Otala

concession:

Stabilising Agent (if any): Not Applicable

Prohibition of Sales to EEA Applicable

Retail Investors:

11. Offers

Offer Period: 5 November 2021 to 5 November 2022

Offer Price: To be defined in the context of each offer (if any)

Upon purchase of the Fiduciary Notes by an investor from the Fiduciary, the price of the Fiduciary Notes will be determined by the Fiduciary and the Arranger in accordance with prevailing market conditions (including supply and demand for the Fiduciary Notes and other similar securities). Any secondary market transaction in the Fiduciary Notes will be settled on a delivery versus payment basis between the

Fiduciary and investors

Conditions to which the offer is subject:

Not Applicable

Details of the method and time limits for paying up and delivering the Fiduciary Notes:

Not applicable

Categories of potential investors to which the Fiduciary Notes are offered:

Offers (if any) will only be made pursuant to an exemption from the obligations under the Prospectus Regulation to publish a prospectus

12. Interests of Natural and Legal Persons Involved in the Offer:

Save for any fees payable to the Arranger, so far as the Fiduciary is aware, no person involved in the issue of the Fiduciary Notes has an interest material to the offer

The Arranger may pay a fee to a third-party introducer or broker in relation to the Fiduciary Notes. Further information is available from the Arranger upon request.

13. Reasons for the Offer, Estimated Net Proceeds and Total Expenses:

Reasons for the offer:

Subject to the Securitisation Act, the Fiduciary acting through a distinctive Compartment will apply the net proceeds of an issue of Fiduciary Notes for the Series to fund the loans under the Facility Agreement (and to pay for or enter into any ancillary transaction in connection with the issue of the Fiduciary Notes or the entering into of the Facility Agreement or the funding of the loans) as well as towards paying general

expenses in connection with the administration of the Fiduciary, the issue of the Fiduciary Notes or the funding of the loans under the Facility Agreement

Estimated net proceeds: Not yet known

14. Estimated total expenses: Not yet known

15. Yield (Fixed Rate Fiduciary

Notes only):

3.75 per cent. Fixed Rate per annum

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield

16 Limited recourse and nonpetition: The Fiduciary Notes will be limited recourse obligations of the Fiduciary, ranking pari passu without any preference among themselves. Recourse in respect of the Fiduciary Notes will be limited to the Fiduciary Assets (as applicable) relating to that Series. Claims of the holders of the Fiduciary Notes and any other persons entitled to the benefit of the Fiduciary Estate (as applicable) shall rank in accordance with the priorities specified in the relevant Issue Deed and in the Issue Terms. The Fiduciary Notes do not constitute direct debt obligations of the Fiduciary or Otala or any other entity Affiliated with Otala i.e. obligations that affect the personal estate of Otala. The Fiduciary Notes are fiduciary obligations of the Fiduciary in accordance with the Fiduciary Law and may only be satisfied out of the Fiduciary Assets and/or Fiduciary Asset Agreements relating to the Fiduciary Notes. Such obligations are conditional upon the due and timely performance by each Fiduciary Assets Obligor of its obligations, including in respect of payments and deliveries, under the relevant Fiduciary Asset Agreements and/or the relevant Fiduciary Assets. The entitlement of the holders of the Fiduciary Notes to receive payments and/or deliveries under the Fiduciary Notes is entirely dependent upon the receipt by the Fiduciary of payments and/or deliveries, as the case may be, in respect of the Fiduciary Assets and/or the Fiduciary Asset Agreements. No other assets of the Fiduciary will be available for payments of any amounts not received and/or deliveries of assets not delivered under the relevant Fiduciary Asset Agreements or Fiduciary Assets and any shortfall will be borne exclusively by the holders of the Fiduciary Notes

18. Issue Specific Risk Factors

See, in addition to the below, "Investor Suitability" and "Risk Factors" in the Base Prospectus

## Risks relating to the Facility Agreement

The Unsecured Collateral shall comprise the Fiduciary's rights, title and interests in, to and under the Facility Agreement, including any Loans made thereunder.

The Facility Agreement is an uncommitted, unsecured, EUR term loan facility of a total principal amount not exceeding EUR 10,000,000.00 granted by the Lender to the Borrower pursuant to a facility agreement dated on or about 5 November 2021 and with a maturity date of 5 November 2026. The interest rate on the loans under the Facility Agreement is 3.75 per cent. per annum, paid annually in arrears on the 5 of November of each year provided that interest due on 5 November 2024 shall be paid on 5 November 2025<sup>15</sup>.

The Borrower covenants to use all monies borrowed by it under the Facility Agreement for bridge financing of actual running and/or expansionary and/or operational activities as well as for investing in real estate assets and properties and in renewable energies.

The Borrower's obligations under the Facility Agreement are not guaranteed or secured.

The Borrower may request to utilise the facility in multiple loans during the availability period, which commences on the Issue Date and continues until the 5th business day prior to 5 November 2026 (the "Availability Period"). The Facility Agreement is uncommitted and any advance to be made by the Fiduciary to the Borrower under the facility is conditional upon the Fiduciary (as Lender) having available funds to make the advance. The sole amounts available to the Fiduciary to fund loans under the Facility Agreement will be the proceeds of the Fiduciary Notes issued by the Fiduciary. There can be no assurance that the Fiduciary will raise sufficient funds from the issue of Fiduciary Notes to be able to fund the maximum amount of the Facility Agreement and/or any loan thereunder.

Starting from the interest payment date falling on 5 November 2021 (*i.e.* the 1<sup>st</sup> (first) annual anniversary of the date of the Facility Agreement), the Borrower may prepay all the outstanding loans under the Facility Agreement on any business day during the Availability Period.

The Lender may require the Borrower to prepay all the outstanding loans if a change in law or

95986703-2

24

-

<sup>&</sup>lt;sup>15</sup> The Original Issue Terms did not contain this specification

regulation or in the relevant interpretation makes it unlawful for the Fiduciary to fund or maintain the Loan or causes the Fiduciary to suffer additional tax consequences, or if there is a change of control of the Borrower.

The events of default under the Facility Agreement include (subject to remedy periods, where applicable) the following events relating to the Borrower: failure to pay (save for any applicable grace period)<sup>16</sup>, failure to comply with obligations, breach of representation, cessation of business, cross-default, insolvency events, creditors' process, other security over the assets becoming enforceable, illegality, repudiation and material adverse effect. The Facility Agreement does not include any events of default, repayment triggers or other contractual provisions relating to financial covenants to be complied with by the Borrower.

On and at any time after the occurrence of an event of default, the Fiduciary may cancel the Facility Agreement and/or declare that all outstanding loans, accrued interest and all other amounts accrued or outstanding under the Facility Agreement be immediately due and payable, and/or declare that all outstanding loans be payable on demand.

The Facility Agreement includes representations and warranties by the Borrower as to corporate status, power to own the assets and carry on business, the due authorisation and the power to enter into, deliver and perform obligations under the Facility Agreement, non-contravention of constitutional documents or any agreement or instrument or any law or regulation applicable, the Borrower having all authorisations enabling it to enter into, exercise its rights and comply with its obligations under the Facility Agreement, the legal, valid and binding nature of the Borrower's obligations, the absence of filings or stamp taxes, recognition of the choice of English law and recognition and enforcement of a judgment of the English courts, absence of a default, accuracy of information, no material adverse change, absence of litigation having a material adverse effect, absence of breach of law or regulation, pari passu ranking and ownership of assets free of encumbrances.

The Borrower covenants in the Facility Agreement, subject to limited exceptions, not to create security over its assets, not to dispose of its assets other than in accordance with the

<sup>&</sup>lt;sup>16</sup> The Original Issue Terms did not provide for such specification

investment strategy, not to incur financial indebtedness other than under the Facility Agreement or other limited exceptions, not to pay any dividends or other distribution or pay any management, advisory or other fee to or to the order of any of its shareholders and not to redeem, repurchase, defease, retire or repay any of its share capital. The Borrower also covenants to maintain all necessary authorisations and consents in full force and effect same, to comply in all respects with all relevant laws (including tax and revenue laws) if failure to do so would materially impair the Borrower's ability to perform its obligations under the Facility Agreement, to procure pari passu ranking of the loans, and not to make any substantial change to the general nature or scope of their business, to use any money borrowed under the Facility Agreement exclusively in compliance with the indicated use of proceeds.

The Borrower covenants to supply to the Fiduciary copies of its financial statements for each financial year as soon as they become available, but in any event within 180 (one hundred and eighty) days after the end of each financial years. The Borrower also covenants to supply to the Fiduciary (i) all documents dispatched by the Borrower to its shareholders (or any class of them), or creditors generally, at the same time as they are dispatched, (ii) details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against the Borrower or any of its directors, and which might, if adversely determined, have a material adverse effect promptly, (iii) any further information about the financial condition, business and operations of the Borrower that the Fiduciary may reasonably request, and to notify the Fiduciary of any potential event of default or event of default (and the steps, if any, being taken to remedy it) promptly on becoming aware of its occurrence.

The Facility Agreement includes a tax gross up obligation on the part of the Borrower and indemnities in favour of the Fiduciary for losses incurred as a result of a default of the Borrower.

The Facility Agreement is subject to English law and contains a submission to the jurisdiction of the English courts.

# General risks relating to the Unsecured Collateral

The Unsecured Collateral will comprise the Fiduciary's rights, title, and interests in respect of

the Facility Agreement, which will be unsecured. The Fiduciary does not expect to have any other assets or sources of revenue available for payment of any of its obligations under the Fiduciary Notes. If the Fiduciary does not receive the full amount due from the Borrower in respect of the Facility Agreement, then holders of the Fiduciary Notes may receive by way of principal repayment an amount less than denomination of their Fiduciary Notes and the Fiduciary may be unable to pay, in whole or in part, interest due on the Fiduciary Notes. Neither the Fiduciary nor the Arranger and the Selling Agent guarantees or warrants full and timely payment by the Borrower of any sums payable under any loan.

# Risks relating to the use of proceeds

The Borrower has covenanted to use the proceeds of the Facility Agreement for bridge financing of actual running and/or expansionary and/or operational activities as well as for investing in real estate assets and properties and in renewable energies. There can be no assurance that the Borrower will be able to undertake investments in the manner it anticipates, or that the Borrower's investment strategy will be successful, or that the Borrower's (direct and indirect) investments will perform as anticipated. The performance of the investments will depend on numerous factors, which are difficult to predict, some of which may be beyond control of the Borrower. Any one or more of those factors could have an adverse effect on the return on the Borrower's (direct and indirect) investments, which could in turn cause the Borrower to default on its loan(s) under the Facility Agreement and result in the Fiduciary being unable to pay the principal or interest due on the Fiduciary Notes. Furthermore, as the Facility Agreement is unsecured, the assets of the Borrower would be available to satisfy obligations of the Borrower toward other creditors and there can be no assurance that all or any of the Borrower's assets would be available to the Fiduciary if the Borrower were to default.

# Risks relating to the Borrower's investment strategy

The investment strategy of the Borrower will be based on, among other matters, assumptions and calculations, which may prove to be wrong. Furthermore, the Borrower's (direct and indirect) investment strategy is not predetermined and may change. There is no assurance that any investment strategy directly or indirectly

implemented by the Borrower will work as anticipated, which may lead to a shortfall in funds and/or to make payments on the Fiduciary Notes. The success of the direct and indirect investment strategy of the Borrower is also dependent on the Borrower receiving the full maximum amount of the Facility Agreement, which in turn is dependent on the Fiduciary being able to issue EUR 10,000,000 of Fiduciary Notes. However, there can be no assurance that the Fiduciary will obtain investors for EUR 10,000,000 of Fiduciary Notes and accordingly there is a risk that the Borrower will not be able to fully implement its direct and indirect investment strategy.

# No investigation and no monitoring

No investigations, searches or other enquiries have been or will be made by or on behalf of the Fiduciary, the Arranger, the Selling Agent, the Calculation Agent or any of their respective affiliates in respect of the Borrower, the Facility Agreement or the Unsecured Collateral generally. None of the Fiduciary, the Arranger, the Selling Agent, the Calculation Agent or any of respective affiliates assumes responsibility for conducting or failing to conduct any investigation into the business, financial prospects. creditworthiness. performance history, status and/or affairs of the Borrower or any of its service providers, or into the investment strategy of the Borrower or any assets that may be acquired by the Borrower pursuant to its investment strategy. None of the Fiduciary or the Arranger or the Selling Agent or the Calculation Agent or any of their respective affiliates have separately verified any information provided by or on behalf of the Borrower or any other person concerning the Borrower or its investment strategy. None of the Fiduciary or the Arranger or the Selling Agent or the Calculation Agent or any of their respective affiliates makes any representation, express or implied, or, to the fullest extent permitted by law, accepts any responsibility, with respect to the accuracy or completeness of any information in any document or for any statement made or purported to be made in relation to the Borrower or its investment strategy. Each of the Fiduciary, the Arranger, the Selling Agent, the Calculation Agent and their respective affiliates accordingly disclaims all and any liability whether arising in tort or contract or otherwise which they might otherwise have in respect of any such document or statement. In addition, none of the Fiduciary or the Arranger or the Selling Agent or the Calculation Agent or any of their respective

affiliates shall be responsible for, or for investigating, any matter which is the subject of any statement, representation, warranty or covenant of the Borrower or any other party contained in the Facility Agreement or any other agreement or document relating to the Facility Agreement, or for the execution, legality, genuineness. effectiveness. validity. enforceability or admissibility in evidence thereof. Nor any of the Fiduciary or the Arranger or the Selling Agent or the Calculation Agent or any of their respective affiliates responsible for ensuring the adequacy of the terms on which the Lender is entering into the Facility Agreement with the Borrower, for which prospective investors are solely responsible for evaluating. Without limiting the generality of the foregoing, none of the Fiduciary or the Arranger or the Selling Agent or the Calculation Agent or any of their respective affiliates will monitor the use of proceeds of the loans under the Facility Agreement by the Borrower, the performance of the assets of the Borrower, or the ongoing compliance of the Borrower with its obligations under the Facility Agreement.

# The Fiduciary

The Fiduciary is a securitisation undertaking governed by the Luxembourg Securitisation Law. There may be questions as to the application of the Securitisation Law, given that the Fiduciary holds an equity participation. Based on the literal definition of securitisation under Securitisation Law, a securitisation undertaking needs to acquire securitised risks financed through the issuance of securities (valeurs mobilières) whose value or yield is linked to such risks. One should not only look at a literal reading of the Securitisation Law, but also whether such qualification is in accordance with the spirit of the Securitisation Law. The interpretation of the Securitisation Law has varied over time in Luxembourg, and sometimes has resulted in restrictive readings being made by the Luxembourg authorities. It cannot be excluded that if the Fiduciary acts as a holding company owning equity, its status as a securitisation undertaking for the purpose of the Securitisation Law may be refused by any competent tax authorities or courts, amongst others on the grounds that the transaction does not constitute a genuine securitisation in accordance with the spirit of the Securitisation Law. In such case, as well if the Fiduciary does not operate in accordance with the Securitisation Law, the Fiduciary may lose the legal and tax benefits

provided by the Securitisation Law and withholding tax may apply in relation to payments under the Fiduciary Securities.

There may be questions whether the Fiduciary qualifies as alternative investment fund ("AIF") within the meaning of the EU Directive 2011/61/EU on Alternative Investment Fund Managers (the "AIFMD"). According to the AIFMD, all AIFs must have a designated alternative investment fund manager ("AIFM") with responsibility for portfolio and risk management. According to the AIFMD, an AIF is defined as a "collective investment undertaking, including investment compartment thereof, which raises capital from a number of investors, with a view to investing it in accordance with a defined investment policy for the benefit of those investors". The Luxembourg Financial Authority and Regulator (the Commission de Surveillance du Secteur Financier or "CSSF") considers that securitisation vehicles that only issue debt securities do not constitute AIFs (the "CSSF **Exemption**"). The CSSF has indicated that these positions are subject to change in accordance with the positions taken by the European Commission, ESMA and other regulators regarding these matters. The CSSF Exemption is subject to the following reservations and carve outs:

- other European regulators consider that if a special purpose vehicle has no equity shareholders (or no significant equity shareholders) and if all the profits and losses flow through to the investors via the return on their debt securities there is an argument that it should make no difference that the investors hold their interest through debt securities rather than through shares;
- the AIFMD does not provide explicitly for an exemption, according to which the securitisation undertakings, which issue only debt securities, do not constitute AIFs and the regulators of certain EU member states have a more restrictive interpretation of the AIFMD and do not have such exemption;
- the CSSF Exemption reflects only the current interpretation of the CSSF. It cannot be excluded that the CSSF may change its policy approach or other Luxembourg or foreign authorities; courts or regulatory, agency or legislative bodies may adopt a different position or more restrictive

guidelines, regulations or interpretations.

Independently of the Luxembourg law analysis, given that the AIFMD imposes certain requirements on the marketing of AIFs, it has to be determined whether the regulators and authorities in the jurisdiction(s) in which the investors are located (and/or in which the Fiduciary Securities are to be marketed and/or sold) could take the view that the Fiduciary qualifies as AIF or challenge the application of any exemption (including the CSSF Exemption).

Should the Fiduciary be considered as an AF and it cannot benefit from an exemption, the AIFMD regime would entail several consequences for the Fiduciary, notably the Fiduciary will have to appoint a duly licensed alternative investment fund manager and a depositary, the Fiduciary and the AIFM would be subject to certain reporting and disclosure obligations and certain risk management systems and other procedures would need to be put in place in order to comply with the AIFMD.

# **ANNEX 2**

#### AMENDED AND RESTATED ISSUE DEED FOR FIDUCIARY NOTES

#### 16<sup>th</sup> October 2025

# This Issue Deed is made on 16th October 2025 between:

- 11. **ALDBURG S.A.**, a public company incorporated and organised as an unregulated securitisation vehicle under the laws of Luxembourg and subject to the Securitisation Law, registered in the Luxembourg Register of Commerce and Companies under number B209441 with its registered office is at 6 Rue Dicks, L-1417 Luxembourg, Grand Duchy of Luxembourg, acting in respect of Compartment RE Power Finance, and on a fiduciary basis in accordance with the Fiduciary Law (the "**Fiduciary**" and "**Seller**");
- 12. **European Depositary Bank SA**, a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg and existing as a credit institution within the meaning of the law of 5 April 1993 on the financial sector, as amended, having its registered office at 3, Rue Gabriel Lippmann, L-5365 Munsbach, registered with the Luxembourg Register of Commerce and Companies under number B 10700 and supervised by the Commission de Surveillance du Secteur Financier as a credit institution (the "**Principal Paying Agent**"); and
- 13. **Otala.Markets Ltd** of 54 Baker Street, Marylebone, 3<sup>rd</sup> Floor, London W1U 7BU, United Kingdom (the "**Arranger**", the "**Calculation Agent**" and the "**Selling Agent**").

#### Whereas:

- (A) The Fiduciary has authorized and determined to issue its "Series 2021-11 EUR 10.000.000 5Y RE Power Finance 3.75% Fixed Rate Notes due 2026" (the "Series").
- (B) The Fiduciary Notes of the Series will be constituted as set out below in Clause 3.
- (C) The Fiduciary has agreed to purchase the Fiduciary Assets on the terms set out herein.

## This deed witnesses and it is declared as follows:

# 1. **Definitions and Interpretations**

- 1.1 Column 2 of Schedule 1 sets out the capacity or capacities in which each party to this Constituting Instrument is appointed or is empowered to act in relation to the Fiduciary Notes. References to the "Fiduciary", the "Principal Paying Agent", the "Calculation Agent", the "Arranger", the "Purchaser" and the "Seller" shall be construed as a reference to the party or parties identified in Column 1 of Schedule 1 to this Issue Deed acting in that capacity in relation to the Fiduciary Notes pursuant to the relevant Transaction Documents (as defined below) specified in Column 3 of Schedule 1.
- 1.2 If no party is specified in Schedule 1 as acting in the capacity of "Principal Paying Agent", "Paying Agent", "Registrar", "Transfer Agent", "Calculation Agent", "Collateral Custodian", "Arranger", ""Option Counterparty", "Swap Counterparty", "Repurchase Counterparty", "Credit Support Provider", Purchaser" or "Seller" (as the case may be), references in this Constituting Instrument and the Transaction Documents to the Option Counterparty, Swap Counterparty, Repurchase Counterparty, Credit Support Provider, Principal Paying Agent, Paying Agent, Registrar, Transfer Agent, Calculation Agent, Collateral Custodian, Arranger,

Dealer, Purchaser or Seller (as the case may be) shall be ignored. Where there is no Option Counterparty references to the Option Agreement shall be ignored, where there is no Swap Counterparty or Credit Support Provider, references to the Swap Agreement or the Credit Support Document shall be ignored, where there is no Repurchase Counterparty, references to the Repurchase Agreement shall be ignored, where there is no Purchaser and Seller, references to the Purchase Agreement shall be ignored.

- 1.3 As used in this Issue Deed, "**Transaction Documents**" means the Fiduciary Agency Agreement and the Purchase Agreement in relation to the Series.
- 1.4 Capitalised terms used but not defined in this Issue Deed shall have the meanings given to them in the Fiduciary Agency Agreement dated 20 February 2023 (as amended from time to time) between the Fiduciary and the Principal Paying Agent (the "Fiduciary Agency Agreement") and in the Fiduciary Conditions (as defined in the Fiduciary Agency Agreement), save to the extent supplemented or modified herein, provided that in the event of any inconsistency between the Fiduciary Conditions and the Fiduciary Agency Agreement, the Fiduciary Conditions shall prevail. The Schedules are part of this Issue Deed and shall have effect accordingly.

# 2. Agreement to Act

The Principal Paying Agent confirms its appointment to act in relation to the Series on the terms of the Fiduciary Agency Agreement to which it is a party together with, and as may be amended by, this Issue Deed. The Calculation Agent and the Fiduciary agree to become a party to, and become bound by, the provisions of the Fiduciary Agency Agreement, as may be amended by this Issue Deed as set out in Schedule 3 hereto. The Seller and the Purchaser agree to become a party to, and become bound by, the provisions of the Purchase Agreement set out in Schedule 4 hereto.

Notices and communications shall be sent to the above parties at the following addresses specified in Schedule 1 of this Issue Deed.

# 3. Fiduciary Agency Agreement

- 3.1 **General:** The provisions of this Clause 3 shall form part of the Fiduciary Agency Agreement relating to the Series.
- 3.2 **Form of the Fiduciary Notes:** The Fiduciary Notes of the Series will be Bearer Fiduciary Notes initially represented by the Global Fiduciary Notes substantially in the form scheduled to the Fiduciary Agency Agreement issued in the principal amount of EUR 10,000,000.

#### 4. Deed of Covenant

The Fiduciary has executed a Deed of Covenant in the form set out in Schedule 3 to the Fiduciary Agency Agreement and has delivered such Deed of Covenant to the Principal Paying Agent on behalf of the relevant common depositary.

# 5. Amendments to the Transaction Documents

Not applicable.

#### 6. **Communications**

All communications to a party in accordance with the Transaction Documents shall be addressed to it at the address specified in Schedule 1 to this Issue Deed.

# 7. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Issue Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Issue Deed, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

# 8. Compliance

Nothing contained herein or in the Transaction Documents shall require any Agent to do anything which would or might in its reasonable opinion (acting in good faith) be illegal or contrary to Applicable Law (including but not limited to the laws of the Grand Duchy of Luxembourg or any jurisdiction forming part of it and England & Wales) or regulation relating, but not limited to "know your client" or "anti-money laundering" of any agency of any such state or jurisdiction and may without liability do anything which is, in its reasonable opinion (acting in good faith), necessary to comply with any such law, directive or regulation.

In particular, the Principal Paying Agent's rights and obligations under the Transaction Documents shall be fulfilled in accordance with the laws and regulations of the Grand Duchy of Luxembourg.

#### 9. Limited Recourse and Non-Petition

- 9.1 **General Limited Recourse:** If the Fiduciary Assets and/or Fiduciary Asset Agreements relating to a Fiduciary Instrument Series are not sufficient to make all payments due in respect of such Fiduciary Instruments, then the obligations of the Fiduciary in respect of the Fiduciary Instruments will be limited to the Fiduciary Assets and/or Fiduciary Asset Agreements relating to such Series. For the avoidance of doubt, the assets of any other Fiduciary Estates created in respect of other Series will not be available for payment of any shortfall (but will remain available to the holders of Fiduciary Instruments issued pursuant to such Series) and nor will the assets of the Fiduciary Instruments issued pursuant to the relevant Series.
- 9.2 **Shortfalls:** The Fiduciary will not be obliged to make any further payment in excess of the aforementioned Fiduciary Assets and/or Fiduciary Asset Agreements relating to the relevant Series and any right to receive any further sum in each case in respect of any shortfall remaining after application of the relevant Fiduciary Assets and/or Fiduciary Asset Agreements shall be extinguished and no Instrumentholder or Swap Counterparty may take any further action to recover the shortfall (and failure to make any payment in respect of any shortfall shall in no circumstances constitute an Event of Default). In particular, no Instrumentholder or Swap Counterparty may petition for the winding-up, the liquidation or the bankruptcy of the Fiduciary or any other similar insolvency related proceedings.
- 9.3 **Companies Law 1915**: The provisions of articles 470-1 to 470-19 of the Luxembourg law dated 10 August 1915 on commercial companies, as amended (the "**Companies Law 1915**"), shall not apply to the Fiduciary Instruments, Receipts, Coupons and Talons (if any). No holder of Fiduciary Instruments may initiate proceedings against the Fiduciary based on article 470-21 of the Companies Law 1915.
- 9.4 **Survival:** The provisions of this Clause shall survive notwithstanding any redemption of the Fiduciary Instruments of any Series or the termination or expiration of this Agreement or any other Transaction Document.

#### 10. Governing Law and Jurisdiction

- 10.1 **Governing Law Issue Deed:** This Issue Deed, clause 22 (*Meetings of Instrumentholders*) and Schedule 2 (*Provisions for Meetings of Instrumentholders*) of the Fiduciary Agency Agreement, the Fiduciary Contract and the Fiduciary Instruments, the Receipts, the Coupons, the Talons (if any) and any non-contractual obligations arising out of or in connection therewith are governed by, and will be interpreted in accordance with, the laws of Luxembourg and the Fiduciary Contract constituted by the Fiduciary Instruments are governed in particular by the Fiduciary Law.
- 10.2 Governing Law Transaction Documents: All the Transaction Documents (save for clause 22 (Meetings of Instrumentholders) and Schedule 2 (Provisions for Meetings of Instrumentholders) of the Fiduciary Agency Agreement) constituted by the Issue Deed and any non-contractual obligations arising out of or in connection with any such Transaction Documents are governed by, and shall be construed in accordance with, the laws of England.
- 10.3 Jurisdiction - Issue Deed: The courts of Luxembourg are to have jurisdiction to settle any disputes that may arise out of or in connection with the Fiduciary Instruments and, accordingly, any legal action or proceedings arising out of or in connection with this Issue Deed, clause 22 (Meetings of Instrumentholders) and Schedule 2 (Provisions for Meetings of Instrumentholders) of the Fiduciary Agency Agreement, the Fiduciary Contract or the Fiduciary Instruments, Receipts, Coupons or Talons (if any) (the "Proceedings") may be brought in such courts. Each of the parties to this Deed (save in respect of each specific Transaction Document (save in respect of clause 22 (Meetings of Instrumentholders) and Schedule 2 (Provisions for Meetings of Instrumentholders) of the Fiduciary Agency Agreement)) irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This Clause Error! Reference source not found. is for the benefit of the Agents and the Collateral Custodian and the holders of the Fiduciary Instruments and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).
- 10.4 Jurisdiction - Transaction Documents: The courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with the Transaction Documents (save in respect of clause 22 (Meetings of Instrumentholders) and Schedule 2 (Provisions for Meetings of Instrumentholders) of the Fiduciary Agency Agreement) and, accordingly, any legal action or proceedings arising out of or in connection with the Transaction Documents (save in respect of clause 22 (Meetings of Instrumentholders) and Schedule 2 (Provisions for Meetings of Instrumentholders) (the "Proceedings") may be brought in such courts. Each of the parties to the Transaction Documents constituted by this Deed irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This Clause 10.4 is for the benefit of the Agents and the Collateral Custodian and the holders of the Fiduciary Instruments and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).
- Service of Process: The Fiduciary has appointed Otala.markets Ltd at its registered office at 54 Baker Street, London, W1U 7BU, United Kingdom as the "Process Agent" to receive, for it and on its behalf, service of process in any Proceedings in England. Such service shall be deemed completed on delivery to such Process Agent (whether or not it is forwarded to and received by the Fiduciary). European Depositary Bank S.A. appoints Apex Agency Services Ltd, at Bastion House 6th Floor, 140 London Wall, London, EC2Y 5DN, United

Kingdom as its agent under this Agreement for service of process in any Proceedings before the English courts in relation to any Proceedings. Nothing shall affect the right to serve process in any other manner permitted by law.

This Issue Deed is delivered on the date stated at the beginning.

# Executed as a deed by

ALDBURG S.A. acting in respect of its Compartment RE Power Finance and on a fiduciary basis in accordance with the Fiduciary Law

acting by director:	)	
THE SELLER		
Executed as a deed by	)	
ALDBURG S.A. acting in respect of its Compartment RE Power Finance	)	
Acting by director	)	
THE ARRANGER, THE CALCULATION AGENT, THE SELLING AGENT		
Executed as a deed	)	
For and on behalf of <b>OTALA.MARKETS LTI</b> acting by:	) ) )	
acting under the authority of that co	ompany	
in the pres	ence of	
Witness's Si	gnature	
	Name:	
Α	ddress:	
THE PRINCIPAL PAYING AGENT		
Executed as a deed by EUROPEAN DEPOSITARY BANK SA acting by:	)	
acting under the authority of that co	ompany ,	
in the pres	ence of	
Witness's Si	gnature	
	Name:	
	Address:	

# Schedule 1 to the Issue Deed

# **Schedule 1: Parties to the Transaction Documents**

1	2	3
Party and office through which acting	Capacity	Document
Aldburg S.A. 6 Rue Dicks, L-1417 Luxembourg, Grand Duchy of Luxembourg, acting as Fiduciary in respect of Compartment RE Powef Finance	Fiduciary	Fiduciary Agency Agreement
Attention: Trustmoore Luxembourg Team Facsimile No.: +352 20 332 109 Telephone No: +352 20 600 100 E-mail: johan.vandenberg@trustmoore.lu; cirdanlux@trustmoore.com;		
Operations@otala.markets	Dain sin al Davida a August	Fiducion Annual
BUROPEAN DEPOSITARY BANK SA 3, Rue Gabriel Lippmann L-5365 Munsbach Grand Duchy of Luxembourg	Principal Paying Agent	Fiduciary Agency Agreement
Telephone no.: +352 42 45 45 -242 Email: custody securitisation@eudepobank.eu Attention: EDB Paying Agency Team		
Otala.markets Ltd 3rd Floor 54 Baker Street, Marylebone London W1U 7BU United Kingdom	Arranger Calculation Agent Selling Agent	Fiduciary Agency Agreement
Attention: Cirdan Operations Team Telephone No: +44 203 097 0280 Facsimile no.: +44 203 097 0280 E-mail: Operations@otala.markets		

# Schedule 2 to the Issue Deed Issue Terms [omissis]