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**THIS NOTICE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** If you are in any doubt as to the action you should take, you are recommended to seek your own financial, legal or other advice immediately from your stockbroker, bank manager, solicitor, accountant or other appropriately authorised independent financial adviser.

**This invitation does not constitute an offer within the meaning of the Swiss Financial Services Act (FinSA) and this document is not, and shall not be construed as, a prospectus within the meaning of FinSA. This document is personal to each recipient and may only be used by those persons to whom it has been delivered.**

**Invitation by**

**Opus - Chartered Issuances S.A.**

a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg as an unregulated securitisation company (*société de titrisation*) within the meaning of, and governed by, the securitisation Law, having its registered office at 6, Rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and registered with the Register of Trade and Companies of Luxembourg under number B180859 (the "**Company**"),

**acting in respect of its Compartment 468**

(the "**Issuer**")

to the holders of its outstanding

Structured Notes on ReGas Series III (EUR) (ISIN: DE000A3G0LJ3)

(the "**Notes**")

to tender their Notes for purchase for cash by the Issuer (the "**Invitation**").

The date of this notice is 17 August 2023.

**The Invitation is subject to the terms and conditions set out herein.**

**Tender Instructions (as defined herein), once submitted, may not be withdrawn.**

Subject to the provisions set out in this Tender Invitation Notice, the Issuer intends to purchase Notes in an aggregate amount up to the Maximum Acceptance Amount (as defined herein).

**This Tender Invitation Notice is addressed only to Holders who are persons to whom it may be lawfully distributed (the "Relevant Persons"). It is directed only at Relevant Persons and must not be acted on or relied on by persons who are not Relevant Persons. Any investment or investment activity to which this Tender Invitation Notice relates is available only to Relevant Persons and will be engaged in only with Relevant Persons. This Tender Invitation Notice and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other persons.**

Holders who do not participate in the Invitation, or whose Notes are not accepted for purchase by the Issuer, will continue to hold their Notes subject to the terms and conditions of the Notes in their current, effective version (the "**Conditions of the Notes**").

Unless otherwise defined herein, the capitalised terms used in this notice shall bear the same meanings given to them in the Conditions of the Notes.

## TENDER INVITATION

On the terms and subject to the conditions contained in this Tender Invitation Notice, the Issuer invites Holders (subject to the Invitation contained herein) to tender their Notes for repurchase by the Issuer at the Purchase Price.

Notes will, if accepted for purchase, be accepted for purchase up to the Maximum Acceptance Amount and may be subject to pro-rata as described herein.

### Invitation Period

The invitation commences on 17 August 2023 and will expire at 17:00 hours (CEST) on 14 September 2023 (the "**Expiration Deadline**"), unless extended, reopened, amended, withdrawn or terminated at the sole discretion of the Issuer, in which case notification to that effect will be given on the website of the Issuer under <https://chartered-opus.com/produkte/mitteilungen>.

Intermediaries representing Holders and AVA Investors SA, Place de la Fusterie 14, 1204, Geneva, Switzerland (the "**Distributor**") may have deadlines for receiving instructions prior to the Expiration Deadline. **Holders are advised to contact their intermediary.**

### Purchase Price

If the Issuer decides to accept valid tenders of Notes pursuant to the Invitation, the Purchase Price per Note (P) will be determined by the Issuer on the Acceptance Date (as defined below) as follows:

$$P = A - B - C$$

where:

- A = the Basket Value of the underlying Basket (per Bond) as of the Acceptance Date (as defined below) in accordance with the Conditions of the Notes (in particular taking into account the most recent offering price of any Reference Asset for which a new financing round has occurred), rounded down to two (2) digits;
- B = the Basket Advisor Performance Fee (per Bond) due and payable to the Basket Adviser as defined in the Administrative Costs in Condition 1.4 of the Conditions of the Notes with the Acceptance Date being the Exit Event Date within the meaning of such definition, i.e: 20% of the difference of (i) A above and (ii) the Initial Basket Value (1,000);
- C = brokerage fees incurring in connection with the settlement of returning the Notes of up to 0.05% of the Denomination with a minimum amount of EUR 50 and maximum amount of EUR 250 per order.

Holders are informed that their brokers or intermediaries may potentially deduct further brokerage or settlement fees from the purchase price paid by the Issuer before Holders receive any cash on their account. Holders are advised to contact their broker or intermediary.

### Acceptance Date

Notes validly tendered pursuant to the Invitation may be accepted by the Issuer for purchase, if no extension of the Invitation has occurred, on a date to be determined by the Issuer, which is expected to be approx. seven (7) days after the Expiration Deadline subject to the right of the Issuer to extend,

reopen, amend and/or terminate the Invitation, as applicable (the "**Acceptance Date**"). Such acceptance is at the sole discretion of the Issuer and tenders may be rejected by the Issuer for any reason after consulting with the Distributor.

### **Tender Instructions**

Instructions to tender Notes for purchase shall be submitted by Holders or intermediaries representing Holders to the Distributor by the relevant deadline, indicating the total number of Notes held by the relevant Holder(s) and the number of Notes tendered for repurchase by the Issuer, in order for Holders to be able to participate in the Invitation ("**Tender Instructions**"). The Distributor will collect all Tender Instructions and submit them to the Issuer by the Expiration Deadline. **If no Tender Instruction by a specific Holder is received by the relevant deadline, it will be considered that the Holder does not wish to participate in the Invitation.**

### **Maximum Acceptance Amount and Pro-Ration**

The Issuer proposes to accept Notes for purchase up to a maximum aggregate principal amount to be determined by the Issuer on the Acceptance Date as advised by AVA Investors SA in its role as the Basket Advisor (the "**Maximum Acceptance Amount**"). Tenders of Notes in the Invitation may also be pro-rated as set out below.

If the aggregate principal amount of Notes validly tendered pursuant to the Invitation is greater than the Maximum Acceptance Amount, then the Issuer intends to accept such Notes on a *pro rata* basis. In such circumstances, each such tender of Notes (i.e., each separate valid Tender Instruction relating to the Notes accepted for purchase) will be scaled by a factor equal to (A) the Maximum Acceptance Amount, divided by (B) the aggregate principal amount of Notes that have been validly tendered pursuant to the Invitation.

Each tender of Notes that is scaled in the manner described above will be rounded down or rounded up at the Issuer's discretion to the nearest Denomination, provided that the Issuer may refuse to accept Tender Instructions where, following pro-ration, the principal amount of Notes subject to the Tender Instruction would be less than the Denomination.

The Issuer is under no obligation to accept any valid tenders by Holders. Notes in respect of which the Issuer has not accepted a tender (including where such non-acceptance is as a result of pro-ration) will remain outstanding subject to the Conditions of the Notes.

### **Extension, Amendment and Termination**

The Issuer is under no obligation to accept for purchase any Notes tendered pursuant to the Invitation and tenders may be rejected by the Issuer for any reason. The Issuer however confirms that all Holders will be treated equally and fairly.

The Issuer reserves the right, in its sole and absolute discretion, not to accept any Tender Instructions, not to purchase Notes or to extend, reopen, amend, withdraw or terminate the Invitation and to amend or waive any of the terms and conditions of the Invitation in any manner (including, but not limited to, purchasing more or less than the Maximum Acceptance Amount), at any time following the announcement of the Invitation. Details of any extension, reopening, withdrawal, termination, amendment or waiver will be notified on the website of the Issuer under <https://chartered-opus.com/produkte/mitteilungen> as soon as reasonably practicable after such decision is made.

If the Issuer withdraws or terminates the Invitation, any Notes offered for sale will not be purchased.

### **Results**

On or after the Acceptance Date, the Issuer will announce on the website of the Issuer under <https://chartered-opus.com/produkte/mitteilungen> whether or not it will accept valid tenders of the Notes pursuant to the Invitation and, if it will accept such valid tenders, the results of the Invitation, the Maximum Acceptance Amount, the pro-ration factor (if applicable), the principal amount of Notes accepted for purchase and the Purchase Price per Bond (in the Issue Currency as an absolute figure

and as a percentage in relation to the Denomination). Such information shall, absent manifest error, be final and binding on the Issuer and the Holders after a period of four (4) weeks after the Acceptance Date (the "**Final Date**"). The Issuer reserves the right to amend or correct the above-mentioned information by making a further announce in the way described above before the Final Date.

### **Settlement**

Upon consultation with the Distributor, Holders or intermediaries representing Holders (or their brokers) shall contact the Issuer after the Final Date by e-mail under [trading@chartered-opus.com](mailto:trading@chartered-opus.com) to agree on the settlement details and the settlement date by reference to the final results announced by the Issuer in respect of the Invitation. For operational reasons, the settlement date shall be after the Final Date. Intermediaries or brokers shall indicate a repurchase holder reference when contacting the Issuer, which will be allocated by the Issuer and the Distributor before the Final Date and shall include at least the ISIN, the custodian of the Holder, a Holder reference number, an Intermediary reference number and the total holding of the Holder before the Acceptance Date.

### **Costs and Expenses**

Any charges, costs and expenses charged to the Holders by any intermediary shall be borne by such Holder.

### **General Conditions of the Invitation**

The Issuer expressly reserves the right, in its sole and absolute discretion, to refuse or delay acceptance of Notes for purchase pursuant to the Invitation in order to comply with applicable laws. In all cases, the purchase for cash of Notes pursuant to the Invitation will only be made after the submission of a valid Tender Instruction.

The Issuer may reject tenders of Notes which it considers in its sole and absolute discretion not to have been validly tendered in the Invitation and the Issuer is under no obligation to any relevant Holder to furnish any reason or justification for refusing to accept such tenders. For example, tenders of Notes may be rejected and not accepted and may be treated as not having been validly tendered in the Invitation if any such tender does not comply with the requirements of a particular jurisdiction.

The Issuer will at any time have the sole and absolute discretion to accept for purchase any Notes tendered in the Invitation, the tender of which would otherwise be invalid or, in the sole opinion of the Issuer, may otherwise be invalid.

The failure of any person to receive a copy of this Tender Invitation Notice or any announcement made or notice issued by the Issuer in connection with the Invitation shall not invalidate any aspect of the Invitation.

The Invitation described in this Tender Invitation Notice is an invitation to Holders to tender an offer to the Issuer; **it does not constitute a legally binding offer.**

### **Questions**

In case of questions, please contact the Distributor or the Issuer.

### **Governing Law**

This Tender Invitation Notice, the Invitation, any Tender Instruction, any purchase of Notes pursuant to the Invitation and any non-contractual obligations arising out of or in connection with the Invitation shall be governed in any regard by the law of the Federal Republic of Germany. By submitting a Tender Instruction, the relevant Holder will irrevocably and unconditionally agree that the courts of Düsseldorf, Federal Republic of Germany are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Invitation or such Tender Instruction and that, accordingly, any suit, action or proceedings arising out of or in connection with the foregoing may be brought in such courts.