

# plant conditions

for the acquisition of partial amounts from the requirement of a bank loan as other capital plant according to § 1. 2, No. 7 investment law. (VermAnlG) of

**Project development company**

**Frahmredder 62a mbH & Co. KG**

**Legal notice in accordance with § 12 para 2 investment law.:**

The acquisition of this investment is associated with considerable risks and can lead to complete loss of the assets employed.

# Investment conditions for the acquisition of partial amounts from the requirement of a bank loan to the project development company Frahmredder 62a mbH & Co. KG ( Term until 31.10.2021)

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## Investment conditions § 1

### Preamble

1. The project development company Frahmredder 62a mbH & Co. KG which is represented by its general partner, Futunova Projektentwicklung GmbH,  
 which is represented by their sole representation  
 named Managing Director, Mr. Christian Arens and Mr. Elmer Pilagers hereinafter "Issuer", a real estate financing making up volume of up to EUR 2.4 million, is - (the "Maximum Issue Size") to record as bank loans, which as so-called fake peer-to-peer (P2P) Crowd lending is offered with intermediary public on the Internet.

Second This bank loans, which to help finance the  
 Land purchases and the construction project at the address Frahmredder 56, 60, 62, 62 a + b and the Saseler Chaussee 139 22393 Hamburg-Sasel  
 is used, it is to the electronic Internet-  
 Service platform of BERGFÜRST AG under www.bergfuerst.com (hereinafter "BERGFÜRST" or "Internet service platform") to interested investors audience than other financial system according to § 1, para. 2  
 no. 7 investment Act (VermAnlG) in conjunction with § 488 Civil

Code (BGB) public offer (hereinafter "investment" or "Issue").

3. The emission will in a number of steps in the amount of partial amounts of the maximum emission volume carried out (hereinafter called "part-emission"). The emission is time and an amount limited. With (i) the emission time sequence; (li) reaching the maximum emission volume; (lii) or ahead of schedule in coordination of Issuer and BERGFÜRST is the proceeds fixed (hereinafter called "proceeds"). Part emissions end with reaching the

respective maximum limit (hereinafter "partial Emitting end").

4. The Issuer will enter into a loan agreement in the amount of proceeds. BERGFÜRST is the Issuer a loan agreement in the corresponding amount convey (mediated loan agreement hereinafter "loan contract").

5. Given the fact that the emission is performed in a plurality of emissions, under the condition of each successful partial emission, a part of the nominal value (hereinafter "Tranche") of the loan agreement already in each case after the end of a part of emission, but be made available before the end of the issue.

6. After drawing the investor purchases the right to the part receivable from a bank loan together with agreed security, which is ranging from a German bank to the Issuer as borrower. This is done by way of a debt purchase, which takes place on the BERGFÜRST Service GmbH (hereinafter "BERGFÜRST GmbH") as an intermediary. Investors buy the offered by the intermediary claims for partial demands to be granted a bank loan. By assignment of receivables to investors according to their investment amounts met the

intermediary his  
 Obligation under the respective purchase agreements with investors, investors are then creditors (hereinafter also "claim holders"). After the payment of the subscription amount on the emission account and the expiration of the withdrawal period, the investor, the investment is allocated in its stock on the Internet service platform BERGFÜRST AG.

7. The purchased part of the loan receivable is presented as a grant of funds for which the investor receives a return on the share of loan receivable against the Issuer in the amount of the amount invested and agreed in the loan contract interest rate in return. This (partial) loan receivable, the investor acquires the BERGFÜRST GmbH (hereinafter "investment").

8. The investor will bear in terms of the amount of its investment amount and the contractual interest insolvency risk of the issuer.

9. The investor will bear the risks associated with this investment

- in particular, the total loss risk. A detailed risk instruction to investments of this type

finds yourself in the General

Customer information on transactions in investments (information on risks, status, costs,

Conflicts of interest and grants for

Investors in investments). In addition, it is in the investment memorandum, which is provided to investors prior to subscription of investment in electronic form information on the special risks of the particular investment.

10. Over and above the total loss of the amount invested liability,

in particular, an obligation, does not exist. An amendment to the contract

in view of the change in

Funding obligation is not permitted in any case.

## § 2 issue of the investment

1. The acquisition of loans by investors is the acquisition of investments within the meaning of VermAnlG.

It relates to other systems that allow for interest and repayment in exchange for the temporary provision of money or plan to offer in accordance with § 1 para. 2 no. 7 VermAnlG.

2. The minimum subscription amount is EUR 10,00. In the case of a higher subscription amount this must represent a higher by 10 without remainder divisible aggregate principal amount.

3. The investments are not certificated. The Issuer is obliged to keep a fortune investor register in which all creditors of the investments are listed with the total amount of their rightful demands and their address and their email address. The Issuer has commissioned the Internet service platform to lead this register.

4. Investors are obliged to inform the internet service platform changes its name, address, their bank, its tax identification number, the church tax Merkmales and their email address immediately.

## § 3 Drawing of investment

1. The feeder provides the investment amount immediately in height of the selected amount of it corresponding to the aforementioned denomination (hereinafter "Amount") are available. The investment amount is on

Site manner shown or

over the in the

to provide payment processing form chosen path (the "Subscription").

2. The duration of the public offer of up to six months. The BERGFÜRST GmbH is entitled at any time without giving reasons, the

Drawing close prematurely or to shorten the drawings due to oversubscription or deleted.

3. The issue volume is limited to the maximum issue size.

Any additional drawings will not be

accepted or may be reduced.

4. The BERGFÜRST GmbH is obliged to ensure that the investment amount is completely free and return granted to investors when these contractual basis effective revocation statements (see. Appendix IV) or pursuant to § 5 is effectively resolved.

## § 4 Purchase and cession of investment

1. drawing according to § 3, the investor makes an offer to purchase a loan claim against the Issuer with a nominal amount of amount invested (investment) and to the purchase price of the same amount of the investment amount to the BERGFÜRST GmbH from (the "Offer").

2. The BERGFÜRST GmbH is subject to § 5 the offer of the investor, subject to the condition at the time,

in which the

Loan receivable between the bank and the Issuer has arisen a condition precedent, to accept.

Acceptance of the offer is the BERGFÜRST GmbH confirm the respective investors in writing.

3. BERGFÜRST GmbH Further, the condition precedent to the entry

the Condition precedent

the assignment of

explain investment, which assumes the investor.

## § 5 resolution condition

The contract for the drawing of the investment is subject to the condition that the amount invested by the investor (the drawn investment) is not agreed three weeks after the end of the public offer on the Internet service platform on the

recipient's account

(hereinafter

"Issue Account")

is received. This resolution condition does not apply drawings of corporations.

## § 6 return

1. The investment will earn interest on the granted by the investor amount annually 6.25% related. After expiration of the withdrawal period of 14 days, the respectively paid and assigned capital interest. This was followed by deposits bear interest of being credited to the issue account and allocation to the stock of the investor, if in the meantime no contradiction has been made.

2. If the duration of the public offering of the investment over 14 days beyond, a first interest payment for each investor and its deposit (s) referred to in paragraph 1 after the end of the public offering is performed, if the then-disbursing amounts of interest to the respective feeder least EUR 0.01,

respectively. the payout

is performed after the query of the church control features of the investor in Federal German taxes on the deposited with BERGFÜRST bank account.

3. The payment of the further current interest is proportionately for 30.06. and 31.12. of each year ("current interest payment dates") and payable at maturity. Unless the end of the public offer has a time interval of less than six weeks one of the aforementioned current interest payment dates, interest payment will be made only at the next regular interest payment date. is the calculation period of interest

usually six months. The

Interest shall be calculated exactly to the day on the basis of actual days elapsed a calculation period divided by the actual number of days of the Calculation Period (Act / Act).

4. Interest shall be after the end of the public offer under no. 2 of this section, each to ten days after the end of

each additional current interest payment date payable

(Hereinafter "Payment Date"), without requiring the amount of interest for the period between the end of the calculation period and the payment date shall interest itself. Current interest payments are not be made during an ongoing public offer on the Internet service platform, they will be paid with the first interest payment following.

5. If the Issuer does not return the investment at maturity, the interest rate is the day the occurrence of default until the date of actual repayment of the investment in the amount of nine percentage points above the as published by the Bundesbank base rate. Any further delay damage remains unaffected.

## § 7 Securities / Trust

1. To secure the rights of investors, the Issuer undertakes to collateral.

Second collateral who do not are ancillary (Mortgages, Assignments for security) has transferred to the Issuer of BERGFÜRST GmbH in trust. After the Trust Deed between the Issuer and the BERGFÜRST GmbH are the investors individually's rights against the BERGFÜRST GmbH as trustee in its own right to.

3. Collateral that is ancillary (guarantees, mortgages, liens), has granted the issuer of the loan issuing bank or trustee.

With sales and cession of investment of BERGFÜRST GmbH to investors these securities by law go due to the investors proportionately over or the investor acquires a claim against the trustee who manages these assets solely for the benefit of investors and possibly recycled.

Unless the following provisions needed to find the specifications on the Stimmrechtspooling / creditors decision this plant conditions shall apply. In particular, the BERGFÜRST GmbH is appointed as trustee for the common representative and takes the authority and representation of investors whose rights under the collateral against guarantors true as far BERGFÜRST GmbH force of the trust agreement is not authorized in its own right.

The investors in this investment recede with their requirements and guarantees behind all claims and guarantees the first order of savings bank loan Südholstein.

4. realization of collateral

The liquidation of collateral is governed by the Trust Agreement, which apply to the realization of the collateral following rules:

**a) A realization of the collateral is under the consideration of the**

Provisions of the underlying of this investment loan agreement in which the trustee BERGFÜRST Service GmbH in favor of the senior financing Sparkasse Südholstein for mutual consideration and common approach to the

(Provided) Utilization of questions

Collateral is required.

**b) The trustee is obliged to account for its holder**

initiate action for recovery of the collateral (the "recovery operations"), if and when a security event has occurred. That date is before the cases mentioned two at one of the in § 9 paragraph. This taking into account the named under a) consideration of the first-financed savings Südholstein. Repayment claims from this investment can be claimed only after return of the first-tier loan from the Issuer at Sparkasse Südholstein.

**c) In the case of insolvency proceedings over the assets of**

Issuer is the trustee across from the if any - - make segregation rights in accordance with § 47 InsO or preferential rights in accordance with § 49 Insolvency liquidator claims regarding the management of securities he his.

**d) All proceeds from the liquidation of collateral on a**

to be used in compliance with the legal requirements in particular the Payment Services Supervision Act (ZAG) if necessary - this by the Trustee

payment service - set up

to deposit escrow account. After completion of recovery, the trustee will - after deducting the costs incurred by the recovery and its remuneration, unless they are borne by the issuer - the proceeds of sale, if necessary with the help

sweep out a payment service to the holders in accordance with the resulting contribution ratios.

**e) The Trustee is not obligated to creditors whose rights**

to assert on plan assets to the issuer or the courts to enforce.

**5. Release of securities**

The release of securities is governed by the Trust Agreement, which apply to the release of securities following rules:

**a) The Trustee is at the end of the term of the investment train**

bound to train against the written record of the Issuer that all claims of creditors and all demands from the first-tier loan with the savings bank Südholstein were satisfied, for release, or reversal of transmission of the securities at the expense of the Issuer.

b) In the event that the Issuer intends to satisfy the claims of creditors in whole or in part from the funds and shall grant the foreign Funding for this collateral, the Trustee will issue the collateral provided one entrusted with the execution notary in trust, coupled with the fiduciary obligation to make use of the transferred collateral used only when the complete fulfillment of the requirements - or

Partial demands in

Pawn release of individual units - the creditor for the benefit of creditors, if necessary via a Notarander- or escrow account, is ensured. This, taking into account that all the demands of the savings bank Südholstein are paramount to use. The associated costs are borne by the Issuer.

**c) It is planned during the project to be built each**

residential units of property according to brokerage and to sell developers Regulation (MaBV). To facilitate this sale,

the trustee is obliged to first the

to issue mortgage approval within the meaning of the priority financing of the Sparkasse Südholstein without consideration. After the full repayment of the first-lien financing, the approval for the necessary remaining residence or fractional ownership units in trust issued in accordance vorigem paragraph.

**d) Furthermore, it is at the discretion of the Trustee, the deletion**

to approve or release of securities in whole or in part, in so far as this is no longer needed to secure the loan and interest of investors' claims in accordance with the principles of proper credit protection.

**§ 8 Term, proper notice, vorfällige redemption rights**

1. The term of the investment is initially limited until 10.31.2021. The investors commit as long to leave the loan receivable from this loan the Issuer as of the priority Sparkasse Südholstein has claims from the first-rate loans against the issuer. The term of the loan facility Sparkasse Südholstein is expected to end on 06/30/2021.

As far as the investment has not been previously fully redeemed or repurchased, it is in the amount of the redemption amount within seven days after the expiry of the last day of the total running time

- taking into account the complete eradication of the loan facility of the savings bank Südholstein - to the nominal value (hereinafter "Maturity") repaid.

2. Early ordinary termination of investment on the part of investors is excluded. Investors can not redeem their investment after the withdrawal period of 14 days according to § 2d VermAnlG. The transferability of the investment to third parties is restricted (see. § 10 Assignment and setoff).

3. remains unaffected The right to a termination for cause in accordance with legal regulations. The termination shall be given in writing representatives to the issuer or to an agent appointed by the Issuer and the investors (creditors) known in writing made. Hereby declares that the Issuer BERGFÜRST is appointed as receiving agent for electronic declarations of intent on the Internet service platform. Explanations of investors to the email address service@bergfuerst.com be addressed. Declarations to the Company are accepted only in writing.

4. The Issuer may not terminate properly the investment.

5. The Issuer as of 04.30.2020 entitled (but not obliged), the investment fully or partially repay (vorfälliges redemption rights). This has to do with the Issuer giving not less than 30 days to creditors in accordance with these investment conditions known. One of the investors (creditors) to pay a prepayment penalty does not exist in this case. The Issuer will at partial repayment of the investment system contracts with a smaller system volume in priority to investment contracts with a higher investment volume wipe (waterfall principle). I.e, starting with investment amounts of EUR 10, - following EUR 20, - etc. investment amounts are repaid to the corresponding (total) is reached payback sum.

**§ 9 covenants and right to terminate**

1. The termination of this investment for an important reason, because of breaches of the Issuer only by several investors

(Creditors) uniformly by a joint decision according to § 5 6 SchVG conjunction with § 18 SchVG and will be explained in accordance with the provisions of these application conditions, para.. The request for a vote to terminate the investment must be justified.

Such a decision will only lead to effective termination for all if the right to vote, voting investors (creditors) representing at least 25% of the outstanding investment. The effect of such termination by decision does not apply if the creditors agree to do so within three months by a majority vote. To decide on the invalidity of the dismissal simple majority of the voting rights, but it must in any case agree more creditors have canceled. An extraordinary termination of this investment, as long as still claims the priority financing Sparkasse Südholstein stand against the Issuer, not be done.

2. One reason for contract adjustment or extraordinary cancellation exists in particular if:

a) the Issuer principal or interest within 60 days of

has operated the due date in question; or

b) Mom individual enforcement actions financed in the

Property or the ordered security operates,

c) the issuer its inability to pay, their imminent

announces insolvency or over-indebtedness; or

d) insolvency proceedings over the assets of the Issuer

or lack of mass opening was rejected, or the Issuer has even provided for bankruptcy or was provided with a bankruptcy petition opening on the assets of the Issuer and it has not eliminated within 90 days; or

e) resolves the Issuer or liquidated, unless that

dissolution or liquidation in connection with one carried merger or other business combination with another legal entity, provided that other legal entity assumes all obligations of the Issuer under the loan; or

f) the Issuer's cessation of business completely or predominantly (to the extent of 50% of their sales

or more), is disposed of and it becomes likely that the Issuer can no longer fulfill its payment obligations to the investors; or

G) A change of control exists, so if a third or more

third parties acting jointly acquire more than 50% of the shares of the Issuer and the position of investors due to the change of control is touched more than just insignificant. Transfer of ownership interests in a possible group of companies of the Issuer shall be ignored. The

Position of investors is in particular more than only marginally touched when in the wake of the change of control occurs a substantial change in the company's strategy.

3. Other Extraordinary Events of Default are not affected. For the notice of termination, the resolution process is in accordance with these plant conditions. With approval of the decision which terminated by the common representative pursuant to these complex conditions, the investment accrued interest is immediately subject to the payment. Due and payable.

#### § 10 Assignment and setoff

1. The transferability of investment to third parties is restricted.

2. A sale of the investment is in principle legally possible. The assignment of rights from the investment is only with the consent of the

issuer permissible (Prohibition of assignment With

Approval of title).

3. The Issuer granted in advance the approval of the sale and assignment, if ordered with the involvement of Internet-

Service platform is done. This is allowed only after completion of the public offer of investment on the Internet service platform. Another agreement at the request, unless there are no legitimate interests of the issuer only in exceptional cases and only given in writing.

4. The Issuer points out that it is not guaranteed due to the low bid and offer volume that a sale is always possible. A comparable with a stock exchange liquid trading place does not exist for these assets.

Furthermore, it is always possible that a sale of the investments due to changes in legal requirements or reasons that are in Internet service platform, can no longer occur.

5. Investors (creditors) are not entitled to offset claims from the investment against any claims of the Issuer. The Issuer is not entitled to any claims which it has against an investor (creditor) to offset claims of this creditor on plan assets.

#### § 11 Taxes

The Issuer is the capital gains tax (withholding tax) incl. Solidarity surcharge and any applicable church tax withheld and responsible to the

Tax office dissipate. A appropriate

Tax certificate by the Issuer will be provided to investors electronically via the Internet service platform.

All possibly other taxes and other charges are to be paid by the investor himself. If necessary tax clearance certificates from tax liberating foreigners can promulgated

legal requirements are taken into account. However, a commitment to do so does not exist.

Service platform under [www.bergfuerst.com/preis-und-power](http://www.bergfuerst.com/preis-und-power) search can be taken from. The investor commissioned BERGFÜRST - at the discretion of BERGFÜRST - after payment of the Outstanding amount by the borrower to the escrow account to notify him by email that an Outstanding amount is in his favor in the escrow account. Furthermore, the investors BERGFÜRST instructed to deposit the Outstanding amount by the borrower to the escrow account, it post - at the discretion of BERGFÜRST - to notify that an Outstanding amount is in his favor in the escrow account.

## § 12 Payments

1. All in accordance with these investment conditions amounts to be paid to investors are taking into account the legal provisions of the Issuer directly to the in Internet- to pay service platform currently designated account in euros. As a current statement, the bank account, which is conducted 10 days before the due date in the databases of the investor (see § 2 no. 4.) Applies.

2. traps the Payment Date or the Interest Payment Date on a day which is not a Business Day, the investor is not entitled to payment until the next banking day.

3. SEPA credit transfers to bank accounts in the European Union be free of charge for the payee. The cost of transfers to a bank account outside the European Union, the respective payee bears.

4. Payments of investors for the fulfillment of the obligation of the subscription of investment shall be made to the BERGFÜRST GmbH.

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5. Can a payment by the Issuer to the mentioned account of the investor due to circumstances for which the Issuer has not to go into debt, not take place (the "Outstanding Amount"), the Issuer may all outstanding amounts to an in MHB- Bank AG, registered in the commercial register of the Local Court of Frankfurt am Main under HRB 13305, residing deposit Niedenu 61-63, 60325 Frankfurt am Main, (hereinafter "MHB-Bank") established for the benefit of all investors account (the "escrow account"). As far as the Issuer pays Amounts outstanding on the trust account, it has the MHB-Bank or the Trustee irrevocably to pay the respective Outstanding amount to the relevant investor. In addition, the Issuer waived against the MHB-Bank or

The deposit Outstanding amounts by the Issuer to the escrow account has towards the investor the effect of accomplishment.

6. A fact that the investor has to go into debt, is particularly present when the information which he has made to Nos. 1, are incorrect or have changed, but the investor told this is the Internet service platform and updated there Has.

7. As far as outstanding amounts are paid into the escrow account in favor of the investor, arising flat fees or charges that the current prices and services of the Internet

All payments to BERGFÜRST under this paragraph shall be due immediately. The investor has the MHB-Bank already, the condition precedent to the payment of an Outstanding amount in the escrow account in his favor, which to be named under this section to BERGFÜRST amounts to be paid by the paid-in his favor Outstanding amounts on one of BERGFÜRST to pay account.

A possible appointment of BERGFÜRST by the investor ends, as far as all existing in favor of the investor Outstanding amounts are used up.

## § 13 costs and associated charges

1. For the conclusion of this contract the investor incurred over the investment amount, no costs, such as premiums.

2. The Issuer is for managing the public range of the Internet service platform with a commission in the amount of up to 5.0% and at maturity in the amount of up to 2.5% of the capital stock, respectively plus. Of any applicable end statutory is charged. The Issuer will also pay an annual management fee plus fee of up to 2.0%. Of any applicable statutory value-added to the Internet service platform.

## § 14 issue of further investments, repurchase

1. The Issuer reserves the right to issue additional investments to same or other conditions.

2. The Issuer may at any time, investments in any quantity and price, and to repayment purposes to repurchase.

## § 15 Stimmrechtspooling / creditors decision

1. The investor is aware that the structure of this agreement can lead to a pooling of interests. The investor therefore includes all decisions, particularly those with a formative effect on the investment, which are connected to economic and legal impact on other investors, as well as measures which have the amendment of the substance of investment conditions to the destination (see. § 5 para. 3 No. . 1 to no. 9 SchVG) (along with the other investors creditors).

2. It is understood that the provisions of this plant conditions during the term by a legal transaction only through a contract with identical terms to all investors (creditors) or pursuant to section

2 of the Act on Debt

Total emissions ("Bond Act") may be amended by decision (collective bond). The issuer is contractually obligated to investors (creditors)

in this respect equal to to treat. The

Bond Act (Bond Act) is for this investment application immediately, but analogous to ensure investors a legally compliant and conventional process. For the process, the provisions of SchVG be made the subject of the contract, unless subsequently agreed deviant.

3. The right to vote is governed by § 6 Bond Act. Thereafter, at the polls, the investor (creditor) participate in the outstanding investments each investor (creditor) in accordance with the nominal value or the calculated proportion of its authorization.

4. For these assets, determined that the Issuer the plant conditions with the approval due to majority decision of investors

(Creditor) of the investment in accordance with §§ 5 ff Bond Act in its current version, except for the minimum term and the repayment terms set out in § 8 - may change -. Especially in relation to the primary operation of the demands of the Sparkasse Südholstein. A commitment to performance may for investors

(Creditor) according to § 5. 1 p 3 SchVG by

Majority vote not be justified.

5. The provisions of §§ 5 ff. SchVG also apply accordingly, where that system conditions require a decision requiring the creditor for single-sided design rights relating to the investment.

6. In particular, the following decisions require a resolution by all investors (creditor):

- Acceptance of offers from investors or any third party to all investors to acquire all investments (in offers)

- To dispose of adopting measures that are aimed to replace all investments in general or to end, except for the eradication by the Issuer from liquid prior to maturity (vgl. § 8 Nr. 5)

- Adoption of each contract adjustment to the sale of the Property,

the property company or a

to enable follow-up financing. In the event that an offer of an external investor for a refinancing or buying is, these its range

However, dependent on making that

Conditions of the investment are changed or waived the application of certain provisions, explains the

Investors ready to vote on an amendment or waiver of individual requirements

- Approval of the proposed change in the due date, the reduction or exclusion of interest, the change in maturity of the main claim; the reduction of the principal, the subordination of the claims from the investment being wound up to the Issuer in order to allow the restoration; the conversion or exchange of the investment in shares or other promise; a change in the maturity and / or repayment methods require - before full return of their demands - the approval of the Sparkasse Südholstein.

- Approval for exchange, the released or the legal enforcement of security; the waiver of termination rights of investors (creditors) and the substitution, as well as any other application for adjustment of the contract or termination by Covenantbruch accordance with § 9, in which the right to terminate for other good cause remains unaffected.

- the removal and appointment of a new common representative of creditors

7. To joint representative of the creditors in accordance with § 8 para. 3 Bond Act is appointed by this plant conditions BERGFÜRST GmbH. The liability of the common representative pursuant to § 8 para. 3 SchVG to ten times his annual compensation is limited, unless the joint representative of intent or gross negligence.

8. It is agreed in accordance with § 18 Bond Act that all voting creditors take place without a meeting and electronically through the joint representative BERGFÜRST GmbH

the Internet-  
Service platform to be performed. The convening of the meeting of creditors takes place only electronically. invitations to

Voters are considered delivered when they are set in the electronic mailbox of the investors in Internet services platform and a notification is sent by e-mail to the registered e-mail address of investors.

9. The creditors' meeting 9 Bond Act can only be called by the Issuer or by the joint representative of the investors (creditors) after due examination of need pursuant to §.

10. It is the BERGFÜRST GmbH in the function of the joint representative in particular:

- convening and notice of the vote in the electronic mailbox of the  
each investor's Internet  
Service platform; creating agenda and

Resolutions to be defined by  
Poll,

- carry out the voting procedure in accordance with the legal requirements of the Bond Act to arrange for the publication of the decisions to the respective investors in their electronic mailboxes at the Internet service platform,

- the communication from the implementation of the decisions by the Issuer on the  
publish web services platform and document the voting procedure and each investor (creditor)

at the request of the necessary documentation  
provide.

**§ 16 Announcements / Information Rights**

1. Notices of the Issuer concerning the investment will be published on the Internet service platform on the profile of the Issuer in the "News" section.

2. The Issuer undertakes no later than the end of a month following each quarter a representation of the project status, which represents the current time and on budget and, if necessary stalls to provide on the Internet services platform available to investors.

3. The Issuer undertakes to set up the future commercial financial statements to comply with legal requirements and generally accepted accounting principles and accounting within the statutory deadlines. These are in the electronic

Federal Gazette under [www.bundesanzeiger.de](http://www.bundesanzeiger.de)  
published and be visible.

4. The Issuer undertakes to inform the client about significant deviations from the plan. These are:

- non-compliance with milestones and exceeding the overall schedule for at least three months,
- the (predicted) exceeding the planned total project costs by 10% or more, and
- the (predicted) falls below the planned sales by 10% or more.

The deviations must be explained in writing. This information is to investors

in electronic form over the Internet-  
to provide service platform.

5. In the event of termination of the contract between the Issuer and the internet service platform, the Issuer may submit information directly by e-mail in electronic form to the investors, the last deposited with the Internet service platform e-mail address. The Issuer will inform the investors in writing of termination of the contract with the internet service platform.

6. The investor has all the information marked as confidential as confidential and to maintain secrecy about their contents. in particular, all information of the Issuer pursuant to paragraph shall be considered confidential.

2 and 3 as far as no legal  
Publication is compulsory.

**§ 17 Final Provisions**

1. The plant conditions and all rights and obligations arising therefrom are governed exclusively by the laws of the Federal Republic of Germany.

2. Place of performance and exclusive jurisdiction for all disputes arising from the  
established in these complex conditions  
give legal relationships is the seat of the Issuer, determine any statutory rules otherwise.

3. If any provision of the facility conditions be wholly or partly ineffective, the validity of the remaining provisions. For example thereby resulting gap a the purpose of these conditions should apply appropriate regulation.

**I. Investment: Description of the Issuer**

**Name and location Issuer**

Project development company Frahmredder 62a mbH & Co. KG, register: Amtsgericht  
Hamburg Trade register number: HR A 123818 represented by its general partner, Futunova  
Projektentwicklung GmbH, Register: Amtsgericht Hamburg Trade register number: HR B  
100397

this represented by their respective sole representation Managing Director Mr Christian  
Arens and Mr. Elmer Pilagers all professionally residing at Bergstrasse 28, 20095  
Hamburg

**. II, Appendix: Information on BERGFÜRST Service GmbH as a provider, trustees and  
common investors (creditors) AGENT,**

**name and seat**

BERGFÜRST Service GmbH  
Schumannstraße 18 10117 Berlin

Managing Director: Dr. Guido Sandler

Phone: 030609895220 Fax: 030609895229

E-mail: [service@bergfuerst.com](mailto:service@bergfuerst.com)

Register: Amtsgericht Berlin Charlottenburg Trade Register

Number: HRB 181783 B

**III. Conditioning: information intermediaries**

**name and seat**

BERGFÜRST AG Schumannstraße 18 10117 Berlin Board: Dr. Guido  
Sandler Chairman of the Supervisory Board: Dr. Oliver Pabst

Phone: 030609895220 Fax: 030609895229 E-mail:

[service@bergfuerst.com](mailto:service@bergfuerst.com) Register: Amtsgericht Berlin

Charlottenburg Trade Register Number: HRB 139567 B VAT

ID .: DE 281642854

**Status:**

Registered financial investment intermediary under § 34f para. 1 sentence 1 GewO.

Registration number: DF-20 107-9DDG

**Licensing authority:**

Mitte District Berlin, regulatory and trade office, Karl-Marx-Allee  
31, 10178 Berlin

**Registration Authority:**

Chamber of Commerce in Berlin, Fasanenstr. 85, 10623 Berlin to check in the intermediary register  
at: <http://www.vermittlerregister.info/fa-recherche>

**No investment advice**

BERGFÜRST AG provides neither the service of investment advice nor the Honorary investment advice.

le BERGFÜRST AG is basically no

specific recommendations For investment opportunities in

Investments from that offered on [bergfuerst.com](http://bergfuerst.com). The Internet service platform BERGFÜRST AG merely  
establishes the investment brokerage process between issuer and investors.

You always take a responsible investment decision.

IV. System: Cancellation

## Cancellation

**Your investments "Hamburg - Frahmredder"**

**Your right:**

They are no longer bound as investors in your declaration of intent that is directed at the conclusion of a contract for an investment in terms of §§ 2a-2c VermAnlG, according to § 2d VermAnlG if you revoke this deadline in writing. Sending the revocation in time is sufficient for the Deadline.

**Form and time:**

The cancellation is effected by notice to the provider of the investment in writing (eg letter, e-mail, fax.):

**provider:**

BERGFÜRST Service GmbH

represented by its sole representation CEO Dr. Guido Sandler Schumannstraße 18 10117 Berlin

Fax No. : 030-60 98 95 229

To help you revoke, you can send the cancellation notice also to the BERGFÜRST AG, which occurs as a contractual receiving agent for the Offeror. With use of the possibility of revocation in your personal list on the Internet service platform BERGFÜRST AG or sending an e-mail to the BERGFÜRST AG have therefore maintained the deadline.

**Receiving representatives of the provider for revocation explanations:**

BERGFÜRST AG

Schumannstraße 18 10117

Berlin

Fax No. : 030-60 98 95 229

**Please use the possibility of revocation in your personal list by the Cancellation button - hence its revocation is immediately recognized in systemic - or E-mail address [widerruf@bergfuerst.com](mailto:widerruf@bergfuerst.com).**

**The cancellation period is 14 days. It begins with the contract. The relevant date, take out the electronic message of your electronic mailbox in Internet service platform of BERGFÜRST AG, in which they were informed of the acceptance of the contract by the Offeror.**

The revocation has no justification.

**consequences of Withdrawal**

In the case of timely cancellation, the services received are to be returned immediately. For the period between payment and repayment of the investment amount, the provider has to provide the agreed consideration in accordance with the investment conditions to the investor.

End of revocation