

**SUBSCRIPTION AGREEMENT**

by and between

**BAMBUS M EINFAMILIENHAUS GMBH**

and

**SIA MINTOS FINANCE NO. 52**

regarding

the bond issuance concerning the partial property  
*“address is not included due to GDPR reasons”*

July 16, 2024

## Table of Contents

1	Recitals .....	1
2	Definitions and Interpretation.....	2
3	Private Placement .....	4
4	Issue and Subscription of the Bonds.....	5
5	Partial Placement .....	6
6	Payment of the Subscription Price / Registration .....	7
7	Representations and Warranties of the Issuer.....	8
8	Representations and Warranties of the Subscriber .....	10
9	Undertakings of the Subscriber.....	11
10	Disclaimers .....	12
11	Securities and Pre-Emptive Right.....	14
12	Fees, Cost and Expenses .....	14
13	Notices.....	14
14	Confidentiality.....	15
15	Governing Law and Jurisdiction .....	15
16	Miscellaneous.....	15

## List of Exhibits

Exhibit 1.2	Terms and Conditions
Exhibit 4.1	Details of the Subscribed Bonds
Exhibit 4.2.1	Acceptance Declaration
Exhibit 4.3	Bondholder Register template
Exhibit 4.4	Issue Bond Certificate template

This subscription agreement (the "**Agreement**") is made by and between

1. **Bambus M Einfamilienhaus GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), with its corporate seat in Vienna, Austria, and its business address at Börseplatz 4/IV, 1010 Vienna, Austria, registered with the commercial register (*Firmenbuch*) of the Commercial Court of Vienna (*Handelsgericht Wien*) under FN 623600i (the "**Issuer**")
2. **SIA Mintos Finance No. 52**, a limited liability company (*sabiedrība ar ierobežotu atbildību*) existing under the laws of the Republic of Latvia, unified registration number 40203522007, having its registered address at Skanstes street 52, Riga, LV-1013, Riga, Latvia (the "**Subscriber**", and together with the Issuer, the "**Party(-ies)**")

## **1 Recitals**

- 1.1 The Issuer is planning to acquire the Partial Property (as defined by reference below).
- 1.2 To finance the acquisition of the Partial Property, the Issuer intends to issue bonds with an aggregate principal amount of up to the Bond Volume (as defined by reference below) with an individual principal amount per bond corresponding to the Principal Amount (as defined by reference below), each pursuant to and governed by terms and conditions set out in Exhibit 1.2 ("**Terms and Conditions**").
- 1.3 The Subscriber is a 100% subsidiary of SIA Mintos Capital Management, a limited liability company established and registered in the Republic of Latvia under registration number 40203178505 at the registered office at Skanstes iela 50, Riga, Latvia. AS Mintos Marketplace is a joint stock company established and registered in the Republic of Latvia under registration number 40103903643 at the registered office Skanstes iela 50, Riga, Latvia ("**Mintos**"), a Latvian fully licensed investment firm. The Subscriber intends to offer and issue to investors on Mintos' platform asset backed securities backed up by the Bonds ("**Notes**"). The Notes are subject to the Bonds being issued and acquired by the Subscriber in accordance with the provisions of the Agreement.
- 1.4 Subject to the terms and subject to the conditions set out in this Agreement, the Issuer intends to offer to the Subscriber to subscribe to the Bonds (as defined by reference below). The Subscriber is not obliged to subscribe to the Bonds and make any payments regarding the Bonds if the Subscriber did not accept the Issuer's offer to subscribe to the Bonds. There is no obligation on the Subscriber's part to accept any offers from the Issuer, including offer to subscribe to the Bonds.
- 1.5 The Issuer intends to sell all Bonds solely to the Subscriber, who has been individually selected by the Issuer, as the only investor. If and only to the extent that the Subscriber does not subscribe for all Bonds, the Issuer shall offer any remaining Bonds to its parent company Bambus Teilverkauf (as defined by reference below)

or to any other member of the "Bambus" group (collectively, "**Parent**"), so that the offering of the Bonds is eventually fully subscribed.

- 1.6 The Subscriber shall have the right, and the Issuer shall have the obligation, to buy-back the Bonds that were acquired by the Subscriber immediately upon the Subscriber's written request if (i) the Subscriber has acquired 50% of the Bonds and (ii) the other 50% of the Bonds were acquired by persons other than a Parent and persons the Subscriber has not approved.

**NOW, THEREFORE**, the Parties agree as follows:

## **2 Definitions and Interpretation**

### **2.1 Definitions**

Terms used herein shall have the meaning given to them in the Terms and Conditions. In addition, the following terms shall have the following meaning in this Agreement:

<b>Acceptance</b>	has the meaning set forth in section 4.2.1.
<b>Acceptance Notice</b>	has the meaning set forth in section 4.2.1.
<b>Agreement</b>	has the meaning set forth in the list of parties.
<b>Bond(s)</b>	means the bonds issued by the Issuer under this Agreement and subject to the Terms and Conditions.
<b>Business Day(s)</b>	means any day other than a day which is a Saturday, Sunday and other than a legal or bank holiday in Vienna, Austria.
<b>Issuer</b>	has the meaning set forth in the list of parties.
<b>Material Adverse Effect</b>	means any event which, taking into account all the circumstances prevailing at the relevant point in time:  (A) is materially adverse to the ability of the Issuer to perform any of its payment obligations under

	<p>the Transaction Documents or Security Documents; or</p> <p>(B) is materially adverse to the assets or financial condition of the Issuer; or</p> <p>(C) affects the validity or enforceability of, or the effectiveness or ranking of any security granted or purported to be granted pursuant to any of the Security Documents,</p> <p>and if capable of remedy, is not remedied within ten (10) Business Days of the earlier of (i) the Bondholder giving notice and (ii) the Issuer becoming aware.</p>
<b>Mintos</b>	has the meaning set forth in section 1.3.
<b>Notes</b>	has the meaning set forth in section 1.3.
<b>Offer</b>	has the meaning set forth in section 4.1.
<b>Offer Period</b>	means the period starting as of the date hereof and ending 14 (fourteen) calendar days thereafter. The Offer Period may be extended with mutual agreement between the Parties (email suffices).
<b>Parent</b>	has the meaning set forth in section 1.5.
<b>Party(-ies)</b>	means each party to this Agreement.
<b>Pre-Emptive Right Agreement</b>	means an agreement on the grant of a pre-emptive right ( <i>Vorkaufsrecht</i> ) of the Issuer to the Subscriber in relation to the Partial Property, including a customary restriction on sales and

	encumbrances of the Partial Property by the Issuer ( <i>Veräußerungs- und Belastungsverbot</i> ).
<b>Prospectus Regulation</b>	Regulation (EU) 2017/1129, as amended from time to time
<b>Receivables Pledge</b>	means a first ranking pledge ( <i>Pfandrecht</i> ) in favor of the Subscriber over all claims of the Issuer under the Transaction Documents vis-à-vis the Co-Owner(s).
<b>Relevant State</b>	has the meaning set forth in section 3.2.
<b>Share Pledge</b>	means a first ranking pledge ( <i>Pfandrecht</i> ) in favor of the Subscriber over all shares of the Issuer.
<b>Subscriber</b>	has the meaning set forth in the list of parties.
<b>Terms and Conditions</b>	has the meaning set forth in section 1.2.

## 2.2 Interpretation

The interpretation rules of the Terms and Conditions shall apply to this Agreement as if they were incorporated herein.

## 3 Private Placement

### 3.1 No Prospectus

In relation to the issuance of the Bonds, no prospectus pursuant to the Prospectus Regulation has been or will be drawn up and approved in the Republic of Austria (or in any other Member State of the European Economic Area (EEA)) and no prospectus pursuant to the Prospectus Regulation has been or will be passported into any Member State of the EEA as the Bonds will be offered in reliance on an exemption from the prospectus publication requirement under the Prospectus Regulation.

### 3.2 Offer Restrictions

In relation to each Member State of the EEA (each a "**Relevant State**"), the Issuer does not make an offer of the Bonds to the public in that Relevant State other than at any time:

- 3.2.1 to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- 3.2.2 to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation);
- 3.2.3 to investors who acquire securities for a total consideration of at least EUR 100,000 per investor, for each separate offer; or
- 3.2.4 in any other circumstances falling within Articles 1(3), 1(4) and/or 3(2)(b) of the Prospectus Regulation (as may be locally implemented), provided that no such offer of the Bonds shall require the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation.

For the purposes of the provision above, the expression an "offer of Bonds to the public" in relation to any Bonds in any Relevant State means the communication in any form and by means of sufficient information on the terms of the offer and the Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Bonds.

### 3.3 Confidentiality

Without limiting any other confidentiality obligation, this Agreement and the Terms and Conditions are confidential and are being provided only to the Subscriber as the only recipient who has been individually selected in advance by certain criteria and is targeted exclusively by means of a private placement. This Agreement and the Terms and Conditions are provided solely for the information of such recipient and must not be reproduced, published, distributed or made available to any other person (including the press and any other media), in whole or in part, for any purpose and no steps may be taken that would constitute a public offer of the Bonds in the Republic of Austria or another EEA Member State. For avoidance of doubt, all information that shall be disclosed by Mintos and/or the Subscriber to investors in Mintos' and/or the Subscriber's prospectus and/or on Mintos' platform, including in the final terms of a base prospectus, is not considered as confidential information.

### 3.4 Distribution

The Subscriber confirms and accepts that this Agreement and the Terms and Conditions are distributed under the above conditions and agrees to comply with these conditions.

## **4 Issue and Subscription of the Bonds**

### 4.1 Offer

The Issuer hereby offers to the Subscriber to subscribe for the Bonds (i) up to such number as stated in Exhibit 4.1, but (ii) at least the higher of 50% of such number and Bonds with an aggregate nominal value, and a corresponding minimum

aggregate Subscription Price for acquiring the Bonds, of EUR 100,000 (the "**Offer**"). The Subscriber may thus not subscribe for Bonds amounting to less than 50% of number as stated in Exhibit 4.1.

#### 4.2 Acceptance

4.2.1 The Subscriber may accept the Offer by delivering to the Issuer within the Offer Period a written, duly signed and dated acceptance notice corresponding to the draft attached hereto as Exhibit 4.2.1 (such acceptance, the "**Acceptance**" and the notice of Acceptance, the "**Acceptance Notice**"). Acceptance is deemed to be made if and when the Subscriber has signed and dated the Acceptance Notice and has delivered it in accordance with the terms of the Agreement to the Issuer.

4.2.2 Upon Acceptance, the Subscriber (i) subscribes for such number of Bonds as set out in the Acceptance Notice, but at least for the minimum number set out in section 4.2 above and (ii) agrees to pay the corresponding Subscription Price by wire transfer to the account designated for this purpose in Exhibit 4.1.

4.2.3 After the Offer Period, the Issuer must accept the acceptance of the Offer in order for the acceptance to be valid (however, such acceptance is in the Issuer's discretion).

#### 4.3 Minimum Nominal Amount

The minimum aggregate nominal amount for all Bonds subscribed by the Subscriber, and the corresponding minimum aggregate Subscription Price for acquiring the Bonds, is EUR 100,000.

### 5 Partial Placement

#### 5.1 Partial Placement Bond Issue

5.1.1 If the Subscriber does not accept the Offer for the entire number of Bonds as set out in section 4.1, the Offer for any remaining Bonds shall expire and the Issuer shall offer any remaining Bonds to the Parent within a further period of 1 (one) week from the Subscriber accepting the Offer. Prior to issuing Bonds to the Parent, the Parent shall complete a customary KYC/AML check reasonably acceptable to the Subscriber.

5.1.2 If the Issuer is unable to sell all remaining Bonds in accordance with section 5.1.1 to the Parent or to any other person approved by the Subscriber, this Agreement shall as sole remedy automatically terminate, unless otherwise agreed between the Parties.

5.1.3 If (i) the Subscriber has acquired 50% of the Bonds and (ii) the other 50% of the Bonds were acquired by persons other than a Parent and persons the

Subscriber has not approved, the Subscriber shall be entitled to terminate this Agreement by written notice to the Issuer, in which case the Issuer has the obligation to buy-back the Bonds that were acquired by the Subscriber without undue delay.

## 5.2 Minimum Investment

The Subscriber will subscribe to Bonds with an aggregate nominal value of EUR 100,000 at minimum and for that purpose pay the corresponding Subscription Price of at least EUR 100,000 in accordance with Art 1(4)(d) of the Prospectus Regulation to the Issuer. By way of an exemption only and only in accordance with section 5.1, the Parent may subscribe for Bonds with an aggregate nominal value below EUR 100,000.

## 6 Payment of the Subscription Price / Registration

### 6.1 Payment of the Subscription Price

6.1.1 Without prejudice to Clause 6.1.2, the Subscriber shall pay to the Issuer the aggregate Subscription Price for the Bonds subscribed by it within 5 Business Days after acceptance of the Offer by the Subscriber.

6.1.2 If the Subscriber does not accept the Offer for the entire number of Bonds as set out in section 4.1, the Subscriber shall pay the aggregate Subscription Price for the Bonds subscribed by it within 5 Business Days after the latest of (i) acceptance of the Offer by the Subscriber and (ii) notification by the Issuer (e-mail and providing a document evidencing funds standing on the same account whereto the Subscriber would make the fund transfer suffice) that the Parent or another person approved by the Subscriber which has completed the customary KYC/AML checks reasonably acceptable to the Subscriber has subscribed for the remaining Bonds in accordance with section 5.1.1. and paid to the Issuer the entire amount payable for those Bonds.

### 6.2 Subscription Price

The Subscription Price corresponds to the nominal value of the Bonds subscribed by the Subscriber and shall be payable in Euro in immediately available funds, to the escrow account opened for purposes of acquiring the Partial Property in accordance with the Transaction Documents as designated for this purpose in Exhibit 4.1.

### 6.3 Issue and registration of the Bonds

Subject to the Subscriber accepting the Offer, the Issuer shall:

(A) handover the original of the Issue Bond Certificate for the Bonds subscribed by the Subscriber to the Subscriber; and

- (B) register the Subscriber as Bondholder of all Bonds subscribed by it in the Bondholders' Register.

#### 6.4 Application of proceeds

The proceeds of the Subscription Price shall be applied exclusively in accordance with section 3 (*Purpose*) of the Terms and Conditions.

#### 6.5 Default

6.5.1 If the Parent fails to pay-in the subscription amount for the Bonds subscribed by it in accordance with section 5.1.1 within 5 Business Days after subscription, (i) the Issuer shall without undue delay repay or procure the repayment of the Subscription Price for the Bonds paid by the Subscriber to the Issuer, if any, and (ii) this Agreement shall as sole remedy vis-à-vis the Issuer automatically terminate upon the Subscriber having received the repayment in full, unless otherwise agreed between the Parties. For such case, the Issuer shall ensure that the Parent reimburses the Issuer for any costs and damages from becoming obliged to repay the Subscription Price to the Subscriber (e.g. cost, such as frustrated costs, of the acting trustee).

6.5.2 If the Subscriber fails to pay the Subscription Price for the Bonds subscribed by it in accordance with section 6.1, the Issuer shall be entitled to terminate this Agreement with notice in text form to the Subscriber, subject to a grace period of 5 Business Days as sole remedy vis-à-vis the Issuer.

### **7 Representations and Warranties of the Issuer**

The Issuer makes to the Subscriber, on the date of this Agreement and as of acceptance of the Offer by the Subscriber, the following representations:

#### 7.1 Status

7.1.1 It is a limited liability company, duly incorporated and validly existing under the laws of the Republic of Austria.

7.1.2 It has the power to own its respective assets and carry on its respective business as it is being conducted.

7.1.3 It has obtained all permits and licenses required to conduct its business.

7.1.4 To the best of its knowledge and belief (having made due and careful enquiry), it conducts its business in compliance with all applicable laws and regulations.

## 7.2 Non-conflict with other obligations

The entry into and performance by it of this Agreement does not and will not conflict with:

- 7.2.1 any law or regulation applicable to it;
- 7.2.2 the constitutional documents of it; or
- 7.2.3 any agreement or instrument binding upon it.

## 7.3 Power and Authority

It has the power to enter into, perform and deliver, and has taken all necessary actions under law and its articles of association (*Errichtungserklärung*) to authorize its entry into, performance and delivery of, this Agreement.

## 7.4 No Insolvency

The Issuer is neither insolvent nor bankrupt under any applicable domestic or foreign law, or unable to pay its debts as they fall due or have proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amounts due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning the Issuer and no events have occurred which would justify such proceedings. No steps have been taken to enforce any security over any assets of the Issuer.

## 7.5 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, are reasonably likely to have a Material Adverse Effect have been started or, to the best of its knowledge and belief (having made due and careful enquiry) threatened against it.

## 7.6 Taxation

- 7.6.1 It is not overdue in the filing of any tax returns and each has duly paid and discharged all taxes imposed upon it or its assets within the time period allowed without incurring penalties.
- 7.6.2 No claims or investigations are being, or are reasonably likely to be, made or conducted against it with respect to taxes.

## 7.7 Transaction Documents

- 7.7.1 The Transaction Documents as provided to the Subscriber:
  - (A) upon their execution, will be in full force and effect; and

(B) will not have been amended in any material respect from the form in which they were delivered to the Subscriber.

7.7.2 To the best of its knowledge, it is not aware of any material breach or of material default under any Transaction Document.

## 7.8 No Other Warranties

The Parties mutually confirm and agree that the warranties set out in this section 7 constitute a full and complete list of all representations and warranties made or given by the Issuer in relation to it, the Bonds subscribed by the Subscriber and the Partial Property. The Issuer shall hence not be liable for any other representations or warranties, express or implied, or for the absence or the existence of any other circumstances, events or matters of fact relating to the Bonds subscribed by the Subscriber, the Issuer or the Partial Property. In particular, the Issuer does not represent or warrant the correctness of any estimates, projections, forecasts, management accounts, actions or transactions for future earnings, budgets, business plans or similar circumstances of or related to the Issuer, the Bonds or the Partial Property.

## 8 Representations and Warranties of the Subscriber

The Subscriber makes to the Issuer, on the date of this Agreement and as of acceptance of the Offer by the Subscriber, the following representations:

### 8.1 Status

8.1.1 It is a limited liability company, duly incorporated and validly existing under the laws of Republic of Latvia.

8.1.2 It has the power to own its respective assets and carry on its respective business as it is being conducted.

8.1.3 It has obtained all permits and licenses required to conduct its business.

8.1.4 To the best of its knowledge and belief (having made due and careful enquiry), it conducts its business in compliance with all applicable laws and regulations.

### 8.2 Non-conflict with other obligations

The entry into and performance by it of this Agreement does not and will not conflict with:

8.2.1 any law or regulation applicable to it;

8.2.2 the constitutional documents of it; or

8.2.3 any agreement or instrument binding upon it.

### 8.3 Power and Authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of, this Agreement.

### 8.4 No Insolvency

The Subscriber is neither insolvent nor bankrupt under any applicable domestic or foreign law, or unable to pay its debts as they fall due or have proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amounts due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning the Subscriber and no events have occurred which would justify such proceedings. No steps have been taken to enforce any security over any assets of the Subscriber.

### 8.5 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, are reasonably likely to have a Material Adverse Effect have been started or, to the best of its knowledge and belief (having made due and careful enquiry) threatened against it.

### 8.6 Compliance

The marketing and offering of the Notes by or on behalf of the Subscriber complies at all times (i.e. from launch until closing of such marketing) in all respect with applicable laws and regulations, in particular laws and regulations on information disclosures, laws and regulations on disclosures of risk factors.

### 8.7 Understanding of the Transaction

Without limitation to section 9, the Subscriber is qualified, sophisticated and capable of evaluating the merits and risks of the transactions contemplated under this Agreement. It understands the financial history and situation of the Issuer and the nature and risk of its investment into the Issuer and the Partial Property, respectively. It is in the position to afford the complete loss of its investment into the Issuer made pursuant to this Agreement. It has conducted a satisfactory due diligence in relation to the Issuer, including financial, legal, regulatory and tax due diligence.

## **9 Undertakings of the Subscriber**

### 9.1 Compliance

### 9.2 Prospectus Requirements

Without prejudice to Clause 9.6 hereof, the Subscriber further agrees and undertakes that it has not made and will not directly (re)sell, offer or transfer the Bonds to the public.

### 9.3 Reselling Restrictions

Without prejudice to Clause 9.6 hereof, in particular, the Subscriber will not (re)sell, offer or transfer the Bonds to the public other than at any time:

- 9.3.1 to any legal entity which is a qualified investor as defined in the Prospectus Regulation; or
- 9.3.2 to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation); or
- 9.3.3 to investors who acquire securities for a total consideration of at least EUR 100,000 per investor, for each separate offer; or
- 9.3.4 in any other circumstances falling within Articles 1(3), 1(4) and/or 3(2)(b) of the Prospectus Regulation (as may be locally implemented), provided that no such offer of the Bonds shall require the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation.

Because of the foregoing limitations, the Subscriber to the Bonds undertakes to inform him-self/herself about and to observe, any such restrictions.

### 9.4 Obligation to Pass-On

Without prejudice to Clause 9.6 hereof, the Subscriber is obliged to pass on the obligations at 9.1 through 9.4 to any other party to which it (re)sells, offers or transfers the Bonds to

### 9.5 Clarification

For avoidance of doubt, the Parties hereby agree that the issuance, offer, sale, re-sale or any other action with respect to any securities issued by the Subscriber, with Bonds being the underlying asset of those securities, shall not qualify as direct or indirect reselling of the Bonds by the Subscriber. For the avoidance of doubt, the Issuer is aware and has agreed to the intended offering of the Notes and/or the offering of asset-backed securities in connection with the bonds by the Subscriber, and the Issuer is aware and has agreed that certain risks are associated with the offering of the Notes.

## 10 Disclaimers

Without limitation to section 7, the Issuer makes the following disclaimers to the Subscriber, and the Subscriber hereby acknowledges the following disclaimers:

- (A) The estimated rate of return of the Bonds is dependent on the macroeconomic situation both locally and globally. The Issuer's operations are affected by factors such as the rate of interest or inflation, the housing market in general, unemployment rate and changes in consumer affluence levels and their purchasing power.
- (B) A downturn in the economy can have a negative impact on the Issuer's Co-Owners, which can result in lower Net Property Payments or a complete default of Net Property Payments, and thus, lower rates of return for Bondholders. Also, a downturn in the economy can trigger a decrease in real estate value that can negatively affect both the Issuer and the Bonds return.
- (C) Any negative effect on macroeconomic level both locally and globally, may have a material adverse effect on the Issuer's business, financial condition, results of operations, prospects or cash flows.
- (D) The Issuer is subject to the risk of loss due to non-payments by the Co-Owners. The default is contingent on the inability or unwillingness of the Co-Owners to make the payments in due time. This includes scenarios where the respective party makes payments late, only partially or not at all.
- (E) The Issuer's operations are subject to laws and regulations of Austria relating in particular to real estate ownership and real estate management. Failure to comply with existing laws and regulations applicable to the Issuer's operations, or to obtain and comply with all authorizations, may result in the imposition of material fines or penalties or more severe sanctions, including preventing the Issuer from continuing its business activities, or in criminal penalties being imposed on the Issuer's officers. In particular, due to the novelty of the business model of the Issuer, it cannot be excluded that competent authorities or market participants investigate into such business case and claim non-compliance with applicable laws and regulations, which claims may or may not be successful, but which claims may also in a (for the Issuer) successful scenario negatively affect the business and financial position of the Issuer.
- (F) The Subscriber has also an essential risk exposure towards the amendments of laws and regulations, i.e., the risk of a change in laws and regulations that might affect the Issuer's business operations. Such change in laws or regulations made by the government or a regulatory body can increase the costs of operating Issuer's business, reduce the attractiveness of an investment, change the competitive landscape, or it can even cause a significant shift in the framework of an industry, transformations in cost-structuring, as well as application of administrative sanctions from supervisory authorities (including, but not limited to, monetary fines) and impact on reputation of the Issuer.

- (G) Existing and proposed laws and regulations can be costly to comply with and can delay or impede the development of new products, the expansion into new markets, result in negative publicity, increase the Issuer's operating costs, require significant management time and attention, and be a subject to inquiries or investigations, claims or other remedies, including demands which may require the Issuer to modify or cease existing business practices and/or pay fines and penalties as mentioned above or other damages. This may have a material adverse effect on the Issuer's business, financial condition, results of operations, prospects, or cash flows.
- (H) The Issuer is exposed to other risks from investing into real estate, such as weather, natural or man-made disasters, acts of god, vis major, construction failures, material failures, sabotage, war, military or police actions, terrorist actions, fire, and ordinary wear and tear.

## **11 Securities and Pre-Emptive Right**

### 11.1 Securities

The obligations of the Issuer under the Bonds shall be secured by the Share Pledge and the Receivables Pledge. The Parties thus have executed, parallel to this Agreement, the underlying agreements on the Share Pledge and the Receivables Pledge in a form reasonably acceptable to the Subscriber.

### 11.2 Pre-Emptive Right

To further strengthen the Subscriber's position as Bondholder, the Issuer and the Subscriber have entered into a Pre-Emptive Right Agreement, which agreement shall be registered with the competent land register (*Grundbuch*). The registration of the Pre-Emptive Right in the land register shall be a condition for the Escrow Agent's payment of the purchase price of the Partial Property.

## **12 Fees, Cost and Expenses**

All taxes, costs and expenses incurred by a Party in connection with the preparation, execution and consummation of this Agreement, including any and all professional fees and charges of its advisors, shall be borne by such Party.

## **13 Notices**

### 13.1 Incorporation by Reference

This Agreement shall have expressly and specifically incorporated into it section 14 of the Terms and Conditions as though the same were set out in full in this Agreement, *mutatis mutandis*.

### 13.2 Address of Subscriber

The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of the Subscriber for any communication or document to be made or delivered under or in connection with the Bond Documents are as follows:

SIA Mintos Finance No. 52

Address: Skanstes iela 52, LV-1013, Rīga, Latvia

Attention: Management

Email: partnerships@mintos.com

## **14 Confidentiality**

This Agreement shall have expressly and specifically incorporated into it section 15 of the Terms and Conditions as though the same were set out in full in this Agreement, *mutatis mutandis*

## **15 Governing Law and Jurisdiction**

### **15.1 Governing Law**

This Agreement and all rights and obligations of the Parties arising out of or in connection with this Agreement shall be governed by and construed in accordance with Austrian law excluding the conflict of law rules.

### **15.2 Jurisdiction**

The competent court at the seat of the Issuer having jurisdiction over the subject-matter shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement or related to its creation, validity, nullity, interpretation, performance and termination as well as its pre- and post-contractual effects, unless otherwise provided by mandatory law.

## **16 Miscellaneous**

### **16.1 Binding Effect, Assignment, Accession**

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors in title (*Gesamtrechtsnachfolger*) and permitted assigns and transferees (*zulässige Einzelrechtsnachfolger*). No Party may assign rights or claims under this Agreement to third parties without the prior written consent of the other Parties.

### **16.2 Integration of Exhibits**

The Exhibits to this Agreement form an integral part of this Agreement.

### 16.3 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Party, any right or remedy under a Transaction Document shall operate as a waiver of any such right or remedy. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Transaction Document are cumulative and not exclusive of any rights or remedies provided by law.

### 16.4 Partial invalidity

16.4.1 The Parties agree that should at any time, any provisions of this Agreement be or become void (*nichtig*), invalid or due to any reason ineffective (*unwirksam*) this will indisputably (*unwiderlegbar*) not affect the validity or effectiveness of the remaining provisions and this Agreement will remain valid and effective, save for the void, invalid or ineffective provisions, without any Party having to argue (*darlegen*) and prove (*beweisen*) the Parties intent to uphold this Agreement even without the void, invalid or ineffective provisions.

16.4.2 The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision that in legal and economic terms comes closest to what the Parties intended or would have intended in accordance with the purpose of this Agreement if they had considered the point at the time of conclusion of this Agreement.

16.4.3 The foregoing shall apply mutatis mutandis to fill in a gap (*Regelungslücke*) in this Agreement.

### 16.5 Amendment and waivers

Any term of this Agreement may be amended or waived only in writing and with the consent of the Subscriber and the Issuer and any such amendment or waiver will be binding on all parties.

*[the remainder of this page is intentionally left blank]*

Signed by Franz Hörhager )

for and behalf of )

**BAMBUS M EINFAMILIENHAUS  
GMBH** )

Signed by Mag. Sebastian Pfisterer )

for and behalf of )

**BAMBUS M EINFAMILIENHAUS  
GMBH** )

Signed by Peteris Mikelsons (Pēteris )  
Miķelsons)

for and behalf of )

**SIA MINTOS FINANCE NO. 52**

## Exhibit 4.1

### Details of the Subscribed Bonds

Number of Bonds:	105.312
Subscription Price:	EUR 526,560.00
Commitment:	06.08.2024
Issue Date:	08.08.2024
Payment should be made to:	Bank: RAIFFEISENBANK IM WEINVIERTEL EGEN  IBAN: AT87 3250 1009 0009 4029  SWIFT: RLNWATWWMIB  Trustee: Mag. Marco Studeny, Marschitz, Beber & Studeny Rechtsanwälte (GesbR)

**Acceptance Declaration**

From: SIA Mintos Finance No. 52

To: Bambus M Einfamilienhaus GmbH

**Re: Acceptance Declaration regarding bonds concerning the partial property [•]**

[place], this [date]

Dear Sirs,

Reference is made to the subscription agreement between us dated [•] regarding the issuance of bonds for the acquisition of the partial property referred to above (the "**Agreement**"). This is an Acceptance Declaration pursuant to section 4.2.1 of the Agreement. Terms used herein shall have the meaning given to them in the Agreement.

Subject to the Terms and Conditions of the Agreement, we hereby accept the Offer for the following number of Bonds:

**[•]**

which corresponds to a Subscription Price of

**EUR [•]**

We thus agree to subscribe for a corresponding number of Bonds and agree to pay the corresponding Subscription Price by wire transfer to the account designated for this purpose in Exhibit 4.1 to the Agreement.

This Acceptance Declaration shall be governed by and construed in accordance with Austrian law excluding the conflict of law rules.

Kind regards

SIA Mintos Finance No. 52

*[to be signed by duly authorized signatories]*

**Exhibit 4.3**

**Bondholder Register  
template**

**Bondholders' register  
(Register der Anleihegläubiger)**

**of**

**Bambus M Einfamilienhaus GmbH**

**relating to the up to EUR [•] bonds under the terms and conditions dated [•]**

<b>#</b>	<b>Date</b>	<b>name of bondholder</b> (registration number / for natural persons – date of birth)	<b>address for notifications</b>	<b>payment account</b> (IBAN and BIC)	<b>number of Bonds held</b>	<b>aggregate nominal amount of Bonds</b>
1	[•]	[Mintos SPV]	[•]	[•]	[•] – [•]	EUR [•]

---

**Bambus M Einfamilienhaus GmbH**

## Exhibit 4.4

### Issue Bond Certificate template

#### Amendable Bond Certificate

This amendable certificate (*veränderbare Urkunde*) represents, in accordance with the terms and conditions relating to the issuance of bonds dated [●] (as may be amended from time to time) forming an integral part of this document, the following bonds:

**nominal value EUR [●]**

relating to

**up to EUR [●] bonds**

issued by

**Bambus M Einfamilienhaus GmbH**

**("Issuer")**

[●] bonds with a nominal value of EUR [●],000.00 each, numbered [●] – [●].

The holder of this certificate has the rights and obligations arising from the terms and conditions of the bonds dated [●] (as may be amended from time to time). All amounts due and payable to a bondholder will be made to the payment account specified in the bondholders' register.

Any order to change this certificate will be issued by the Issuer (*der Auftrag zur Veränderung der Urkunde wird durch den Emittenten erteilt*).

Vienna, [●]

---

Bambus M Einfamilienhaus GmbH

**Exhibit 1.2 to the Subscription Agreement**

**T E R M S   A N D   C O N D I T I O N S**

relating to the issue of  
**105.312 Bonds**  
with a nominal value of EUR 5,000 each and  
an aggregate nominal value of **EUR 526,560.00**

by

**Bambus M Einfamilienhaus GmbH**

(the "**Issuer**")

regarding

the acquisition by the issuer of the following partial property:

**"address is not included due to GDPR reasons"**

**July 16,2024**

**Table of Contents**

1 Recitals ..... 1  
2 Restrictions ..... 1  
3 Definitions and Interpretation ..... 2  
4 The Bonds .....10  
5 Purpose.....11  
6 Interest.....12  
7 Redemption .....13  
8 Undertakings .....15  
9 Events of Default.....18  
10 Bondholder Decisions.....20  
11 Cost and Expenses .....22  
12 Transfer of the Bonds .....22  
13 Payment Mechanics .....22  
14 Notices .....23  
15 Confidentiality.....25  
16 Governing Law and Jurisdiction .....25  
17 Miscellaneous .....26

**List of Annexes**

Annex 3.1	Description of the Property
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## **1 Recitals**

- 1.1 The purpose of the Issuer is to acquire, hold and dispose over partial properties.
- 1.2 The Issuer is planning to acquire the Partial Property (as defined below).
- 1.3 To finance the acquisition of the Partial Property, the Issuer intends to issue bonds with an aggregate principal amount of up to the Bond Volume (as defined below) with an individual principal amount per bond corresponding to the Principal Amount (as defined below), each pursuant to and governed by the following terms and conditions ("**Terms and Conditions**").
- 1.4 The Bonds (as defined below) shall mirror the economics of the Partial Property. Subject to section 6, the Bonds shall therefore not provide a fixed income stream, but rather depend on the profits (or losses) made by the Issuer with the Partial Property.
- 1.5 It is not intended that the Issuer qualifies as regulated fund or other regulated entity, including as AIF pursuant to the Austrian Alternative Investment Fund Managers Act (*Alternative Investmentfonds Manager-Gesetz – AIFMG*). Therefore, the day-to-day discretion and control over the Partial Property shall vest with the Bondholders and the Issuer is not permitted to invest the proceeds received from the issuance of the Bonds for any other purpose than to finance the acquisition of the Partial Property.
- 1.6 The Issuer, Mintos Subscriber, AS Mintos Marketplace and Bambus Teilverkauf are parties to a cooperation agreement dated 22.05.2024 regarding certain details concerning the issuance of the Bonds, the acquisition and maintenance of the Partial Property and other matters (the "**Cooperation Agreement**").

## **2 Restrictions**

- 2.1 This document is not an approved securities prospectus pursuant to Regulation (EU) 2017/1129 ("**Prospectus Regulation**") and the information contained herein does not constitute an offer to grant or a solicitation of an offer to subscribe to the Bonds. No prospectus pursuant to the Prospectus Regulation has been or will be drawn up and approved in the Republic of Austria and no prospectus pursuant to the Prospectus Regulation has been or will be passported into any Member State of the European Economic Area (EEA) as Bonds will be offered in reliance on an exemption from the prospectus publication requirement under the Prospectus Regulation.
- 2.2 In relation to each Member State of the EEA (each a "**Relevant State**"), the Issuer does not make and will not make an offer of the Bonds described by these Terms and Conditions to the public in that Relevant State other than at any time:
  - 2.2.1 to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

- 2.2.2 to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation);
  - 2.2.3 to investors who acquire securities for a total consideration of at least EUR 100,000 per investor, for each separate offer; or
  - 2.2.4 in any other circumstances falling within Articles 1(3), 1(4) and/or 3(2)(b) of the Prospectus Regulation (as may be locally implemented), provided that no such offer of the Bonds shall require the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation.
- 2.3 For the purposes of the provision above, the expression an "offer of Bonds to the public" in relation to any Bonds in any Relevant State means the communication in any form and by means of sufficient information on the terms of the offer and the Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Bonds.

### 3 Definitions and Interpretation

#### 3.1 Definitions

The following terms shall have the following meaning in these Terms and Conditions:

<b>Affiliate(s)</b>	means, in relation to any person (such person, for purposes of this definition, the " <b>First Person</b> "), (i) any other person controlled by the First Person or (ii) any other person controlling the First Person alone or jointly with one or more other person(s) or (iii) any person controlled by a person referred to in (ii), including without limitation any general partner or managing member of the First Person or, in relation to a First Person that is a venture capital fund, any other venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management or fund advisory company or entity with, the First Person.
<b>AIFMG</b>	means the Austrian Alternative Investment Fund Managers Act ( <i>Alternative Investmentfonds Manager-Gesetz</i> ).

<b>Bambus Teilverkauf</b>	means Bambus Teilverkauf GmbH, a limited liability company ( <i>Gesellschaft mit beschränkter Haftung</i> ), with its corporate seat in Vienna, Austria, and its business address at Börseplatz 4/IV, 1010 Vienna, Austria, registered with the commercial register ( <i>Firmenbuch</i> ) of the Commercial Court of Vienna ( <i>Handelsgericht Wien</i> ) under FN 579723 i.
<b>Bond Documents</b>	means the Subscription Agreement and these Terms and Conditions.
<b>Bond(s)</b>	means the bonds issued by the Issuer under these Terms and Conditions.
<b>Bondholder(s)</b>	means any holder of a Bond.
<b>Bondholders' Meeting</b>	means a meeting among the Bondholders held in accordance with section 10.
<b>Bondholders' Register</b>	has the meaning set forth in section 4.2.1.
<b>Bond Volume</b>	has the meaning set forth in section 4.1.1.
<b>Business Day(s)</b>	means any day other than a day which is a Saturday, Sunday and other than a legal or bank holiday in Vienna, Austria.
<b>Cooperation Agreement</b>	has the meaning set forth in section 1.6.
<b>Co-Owner(s)</b>	means the owner(s) of the Property other than the Issuer.
<b>Co-Ownership Agreement</b>	means the co-ownership agreement ( <i>Miteigentumsvereinbarung</i> ) between the Issuer and the Co-Owner(s) as amended from time to time.
<b>Disposal Cost</b>	the sum of all reasonably incurred costs associated with the (attempted) sale of the Partial Property by the Issuer,

	including in particular (i) stamp duties ( <i>Rechtsgeschäftsgebühren</i> ), (ii) income taxes (limited to the Partial Property as fictitious profit center), (iii) land register registration fees ( <i>Grundbuchsgebühren</i> ), (iv) fees of the acting notary, escrow agent and Issuer's lawyer, (v) broker fees, (vi) fees for preparing the Partial Property for sale (e.g. necessary or advisable renovations and reparations) and (vii) fees for the appraisal of the Partial Property.
<b>Event of Default</b>	means any event or circumstance specified in section 9.
<b>Fixed Interest Coupon</b>	has the meaning set forth in section 6.1.1.1.
<b>Information</b>	has the meaning set forth in section 15.1.
<b>Interest</b>	has the meaning set forth in section 6.1.1.
<b>Interest Payment Date</b>	means for each Interest Period, 5 Business Days after the end of that Interest Period.
<b>Interest Period</b>	means any reference period for the calculation of Interest owed by the Issuer and determined in accordance with section 6.3.
<b>IO</b>	means the Austrian Insolvency Act ( <i>Insolvenzordnung</i> ).
<b>Issuer</b>	means Bambus M Einfamilienhaus GmbH.
<b>Issue Bond Certificate</b>	has the meaning set forth in section 4.1.2.
<b>Issue Date</b>	means the date on which a Bond is issued by the Issuer.

<b>Maturity Date</b>	means the date that is 20 (twenty)/25 (twenty-five) years from the Issue Date.
<b>Mintos Subscriber</b>	means SIA Mintos Finance No. 52, a limited liability company ( <i>sabiedrība ar ierobežotu atbildību</i> ) existing under the laws of the Republic of Latvia, unified registration number 40203522007, having its registered address at Skanstes street 52, Riga, LV-1013, Riga, Latvia.
<b>Mintos Subscription Agreement</b>	means the subscription agreement between the Issuer and Mintos Subscriber.
<b>Net Property Payments</b>	means the Property Payments actually received by the Issuer <i>minus</i> (i) fees actually paid by the Issuer to Bambus Teilverkauf for the management of the Property (as set out in the Cooperation Agreement), (ii) VAT and other pass-through items and (iii) <i>minus</i> (A) any third party costs actually incurred by the Issuer from the ordinary property management activities relating to the Partial Property, including unanticipated up-keep requirements, (B) costs related to regulatory changes (eg imposed energy efficiency investments), (C) legal costs, (D) taxes and other public charges and (E) Pro Rata Overhead Cost, in each case for the period for which the Property Payments were made. Net Property Payments may be a positive or negative number.
<b>Operational Matters</b>	has the meaning set forth in section 8.2.1.
<b>Parallel Bonds</b>	means bonds issued by the Issuer to finance the acquisition of other partial properties, provided that such bonds have the same or essentially the same terms and conditions as the Bonds and

	provided that such Parallel Bonds rank <i>pari passu</i> with the Bonds.
<b>Partial Property</b>	means the shares ( <i>Anteile</i> ) in the Property as set out in <u>Annex 3.1</u> .
<b>Party(-ies)</b>	means the Issuer and any Bondholder.
<b>Principal Amount</b>	has the meaning set forth in section 4.1.1.
<b>Property</b>	means the property described in <u>Annex 3.1</u> .
<b>Property Matters</b>	has the meaning set forth in section 8.2.1.
<b>Property Payments</b>	means consideration actually paid by the Co-Owner(s) to the Issuer for receiving and maintaining the usufructuary right ( <i>Fruchtgenussrecht</i> ) under the Usufructuary Agreement.
<b>Property Sale Event</b>	means the sale of the Partial Property by the Issuer, either as a consequence of a termination of the Co-Ownership Agreement (for whatever reason, including expiry of its fixed term and termination for good cause, including for breach of contract) or upon exercise of the repurchase right by the Co-Owner(s) in accordance with the Co-Ownership Agreement or in any other circumstance. For avoidance of doubt, such sale of the Partial Property shall be a Property Matter pursuant to section 8.2.
<b>Prospectus Regulation</b>	has the meaning set forth in section 2.1.
<b>Pro Rata Overhead Cost</b>	means the overhead cost of the Issuer multiplied by the following ratio: Purchase Cost of the Partial Property divided by the total purchase cost of all partial properties owned by the Issuer (which cost shall be calculated on the

	basis of the definition of "Purchase Cost" applied <i>mutatis mutandis</i> ).
<b>Purchase Agreement</b>	means the purchase agreement ( <i>Kaufvertrag</i> ) regarding the purchase of the Partial Property by the Issuer.
<b>Purchase Cost</b>	means the sum of (i) purchase price for the Partial Property and (ii) the following cost associated with the purchase and acquisition of the Partial Property: (A) stamp duties ( <i>Rechtsgeschäftsgebühren</i> ), (B) real estate transfer taxes ( <i>Grunderwerbsteuer</i> ), (C) land register registration fees ( <i>Grundbuchsgebühren</i> ), (D) fees of the acting notary, escrow agent and Issuer's lawyer, (E) broker and appraisal fees.
<b>Redemption Value</b>	means the Redemption Value (Property Sale) or the Redemption Value (Valuation), as applicable.
<b>Redemption Value (Property Sale)</b>	<p>means, at the time a Bond is redeemed, the amount of the purchase price received by the Issuer from the sale of the Partial Property <i>minus</i> the sum of all Disposal Cost incurred by the Issuer in connection with such sale and any prior attempted sale of the Partial Property.</p> <p>The Redemption Value (Property Sale) therefore expressly correlates with the purchase price of the Partial Property received by the Issuer from the sale of the Partial Property, which amount can be lower than the Purchase Cost of the Partial Property and lower than the Bond Volume.</p> <p>Income on the level of the Issuer other than the purchase price for the sale of the Partial Property shall not increase the Redemption Value (Property Sale).</p>

<p><b>Redemption Value (Valuation)</b></p>	<p>means the fair market value of the Property multiplied by the quota represented by the Partial Property in the entire Property (disregarding the Usufructuary Agreement, the Co-Ownership Agreement and any collaterals granted over the Partial Property or the Property in relation to any Transaction Document or Bond Document) <i>minus</i> fictitious Disposal Cost, as if the Partial Property was sold at such fair market value.</p>
<p><b>Relevant State</b></p>	<p>has the meaning set forth in section 2.2.</p>
<p><b>Security Documents</b></p>	<p>means any agreement between the Issuer or a third party on the one side and a Bondholder on the other side securing claims of such Bondholder under the Bonds held by such Bondholder.</p>
<p><b>Subscription Agreement</b></p>	<p>means the Mintos Subscription Agreement and any further subscription agreement entered into by the Issuer and subscriber of the Bonds in accordance with section 5.1 of the Mintos Subscription Agreement.</p>
<p><b>Subscription Price</b></p>	<p>has the meaning set forth in section 4.1.1.</p>
<p><b>Terms and Conditions</b></p>	<p>has the meaning set forth in section 1.3.</p>
<p><b>Transaction Documents</b></p>	<p>means the Purchase Agreement, which includes the Usufructuary Agreement, and the Co-Ownership Agreement.</p>
<p><b>Usufructuary Agreement</b></p>	<p>means the agreement on the usufructuary right of the Co-Owner over the Partial Property, which agreement may be part of the initial purchase agreement relating to the Partial Property or which may be documented separately.</p>
<p><b>Written Procedure</b></p>	<p>means the written or electronic procedure for decision making among the</p>

	Bondholders in accordance with section 10.5.
--	--

### 3.2 Interpretation

In the Bond Documents, unless the context otherwise requires:

- 3.2.1 any phrase introduced by the terms *including, include*, in particular or any similar expression shall be construed as illustrative and shall be deemed to read "including, without limitation";
- 3.2.2 references to a *person* include any individual, firm, corporate body (wherever incorporated), governmental authority, state or agency of a state or any joint venture, association, partnership, trust, works council or employee representative body (whether or not having separate legal personality) or other entity of any kind and shall include any legal successor (by merger or otherwise) of such entity;
- 3.2.3 the terms *hereof, herein, hereby, hereto* and derivative or similar words refer to this entire referenced document, including its Annexes;
- 3.2.4 references to any statutory provision or to a legal or accounting principle shall include a reference to that provision or principle as amended, consolidated or replaced from time to time (whether before or after the date of these Terms and Conditions) and any subordinate legislation (including regulations) made under the relevant law, except to the extent that any of these matters occur after the date of this Agreement and increase or alter the liability of any Party;
- 3.2.5 terms to which a non-English translation has been added to a particular term shall be interpreted as having the meaning assigned to them by the non-English translation;
- 3.2.6 the term "dispose" or "disposal" shall include (i) the sale, assignment, other transfer or pledge, (ii) the creation of a sub-participation, and (iii) creation of a nominee ship, a trust arrangement, any other encumbrance, or any similar contractual arrangement.

### 3.3 Headings

The table of contents and titles and headings to sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of these Terms and Conditions.

### 3.4 Annexes

The Annexes shall be deemed to be incorporated in these Terms and Conditions.

### 3.5 Conflicts

In case of any conflict or inconsistency of an Annex hereto with these Terms and Conditions, these Terms and Conditions shall prevail.

## 4 The Bonds

### 4.1 Number and denomination

4.1.1 These Terms and Conditions set the terms and conditions for 105.312 Bonds, each with a principal amount of EUR 5,000.00 (the "**Principal Amount**"), representing aggregate principal amounts of EUR 105.312 (the "**Bond Volume**") for a subscription price of EUR 526,560.00 per issued Bond (the "**Subscription Price**").

4.1.2 The Bonds shall be consecutively numbered starting with number 1. The Bonds are fully represented by individual certificates representing all Bonds issued to an individual Bondholder (each, an "**Issue Bond Certificate**"). The Issuer shall Issue Bond Certificates using the form provided in Exhibit 4.4 to these Terms and Conditions. The Issue Bond Certificate shall be handed-over to the Bondholder or deposited with an agent of the Bondholder, as determined by the Bondholder. In case of a transfer of Bonds which are not all represented by a single Issue Bond Certificate, the affected Bondholders shall be entitled to receive new Issue Bond Certificates representing the Bonds held by them upon such transfer (according to the Bondholders' Register).

4.1.3 Each Issue Bond Certificate shall be signed on behalf of the Issuer by its duly authorized representatives.

4.1.4 The issue of the Bonds will be made by way of private placement without triggering any public offering of securities in Austria or the EU.

### 4.2 Bondholders' Register

4.2.1 The Issuer shall open and maintain a register for purposes of registering the Bondholders and the Bonds held by them from time to time (the "**Bondholders' Register**"). Any changes to the Bondholders' Register shall be approved by two managing directors of the Issuer, including the director nominated by the Mintos Subscriber on the basis of the Cooperation Agreement.

4.2.2 On each Issue Date, the Issuer shall register relevant subscriber as bondholder of the Bonds issued on such Issue Date in its Bondholders' Register.

4.2.3 In the relation to the Issuer, only a person that is registered as a Bondholder in the Bondholders' Register is considered to be a Bondholder.

- 4.2.4 The Issuer must be informed of transfers of the Bonds by naming the new Bondholder(s) together with the necessary register data and appropriate evidence of the transfer of ownership of the Bonds. Until the Issuer has received appropriate evidence of the transfer in the form of a legal valid chain of title transfer, it is obliged to treat the Bondholder registered in the register as such and can only make payments with discharging effect to this Bondholder. The Issuer must also enter any pledges of the Bonds of which it is notified in the register, stating the pledgee (name/company, date of birth/register number, contact person, address for service, e-mail address, account details (IBAN/BIC)).
- 4.2.5 The Bondholders' Register shall contain the following details in regard to each Bondholder:
- (A) The name respectively the company name and the address for notification (including e-mail address), regarding natural persons the date of birth, regarding corporations the register and the register number, under which such corporation is registered and a contact person;
  - (B) the bank account (the account bank, IBAN and BIC), to which – subject to applicable tax laws and other laws – payment has to be made in accordance with these Terms and Conditions; and
  - (C) the nominal amount of the Bonds.
- 4.2.6 Each Bondholder shall be entitled to receive a copy of the Bondholders' Register upon reasonable request to the Issuer.
- 4.3 Date of issue, tranches and subscription price
- 4.3.1 The Bonds shall be issued as per the relevant Subscription Agreement.
- 4.3.2 The Subscription Price of each Bond shall be fully paid up as per the relevant Subscription Agreement.
- 4.4 Ranking of the Bonds
- The Bonds shall rank *pari passu* amongst themselves.
- 4.5 No Collateral
- Unless otherwise agreed, the Bonds shall be unsecured.

## **5 Purpose**

### **5.1 Use of Proceeds**

The Issuer shall use the net proceeds of the Bonds exclusively to settle the Purchase Cost, the net proceeds must not be used for any other purpose. For the specific

Partial Property, for which this bond is issued, the Purchase Cost are estimated to amount up to EUR 480,000. The Issuer shall notify the Bondholders of the final Purchase Cost without undue delay.

## 5.2 No limitation for other funds

For the avoidance of doubt, such purpose shall only apply to the investment of the proceeds from the Bonds to settle the Purchase Cost and shall not limit the Issuer with respect to the use and application of any other funds available to it.

## 6 Interest

### 6.1 Calculation of Interest

6.1.1 Each Bond shall bear interest (the "**Interest**"), for each Interest Period, at the higher of

6.1.1.1 5.0% (five per cent) per annum over the principal amounts of each Bond held by the Bondholder (the "**Fixed Interest Coupon**"); and

6.1.1.2 1/105.312 of the Net Property Payments for each Bond held by the Bondholder.

6.1.2 Interest will be calculated on the basis of the exact number of days elapsed during the relevant Interest Period and by reference to a year of 365 days.

### 6.2 Payment of Interest

6.2.1 Interest shall be due and payable on each Interest Payment Date in cash in arrears, provided that (i) the Issuer shall always hold a reasonable minimum liquidity cushion to be able to make payments agreed or reasonably expected in relation to the Partial Property for at least the six months following the relevant Interest Period and (ii) if Net Property Payments for the relevant Interest Period in excess of the reasonable minimum liquidity cushion referred to in subclause (i) fall short the Fixed Interest Coupon for such Interest Period, (A) the Interest due and payable at such Interest Payment Date shall be limited to the Net Property Payments for the relevant Interest Period in excess of the reasonable minimum liquidity cushion referred to in subclause (i) and (B) any remaining Interest shall be deferred (without consideration) until the Maturity Date.

6.2.2 If, for any Interest Period, Net Property Payments should be negative, such negative Net Property Payments shall be carried forward and set-off with any positive Net Property Payments in the following Interest Period(s).

### 6.3 Interest Periods

6.3.1 The first Interest Period shall begin on the date of issuance of a Bond to its first subscriber (excluding) and end on the last day of the following calendar month (including).

6.3.2 Any subsequent Interest Period shall be a period of 1 (one) month and begin on and include the first day following the last day of the immediately preceding Interest Period, the last Interest Period shall end on the Maturity Date.

#### 6.4 Non-Business Days

6.4.1 If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is none).

6.4.2 By way of exception to section 6.4.1 above, if the Maturity Date does not fall on a date which is a Business Day, payments which should have been made on such Maturity Date shall be made on the immediately preceding Business Day.

#### 6.5 Default interest

If the Issuer fails to pay to the Bondholder any amount payable by it under these Terms and Conditions on its due date, interest shall accrue, to the fullest extent permitted by law, on the overdue amount, including outstanding payments of Interest, from the due date up to the date of actual payment (both before and after judgment) at a rate which is the sum of the applicable Interest plus 2% (two per cent) of the then due and payable amount. Any interest accruing under this section 6.5 shall be immediately payable by the Issuer on demand by the Bondholder.

### **7 Redemption**

#### 7.1 Ordinary redemption

All outstanding Bonds (including any Interest accrued thereon but not yet paid, including Interest deferred pursuant to section 6.2) shall be redeemed in full at the Redemption Value (Valuation) within 5 Business Days after the Maturity Date, subject to the other provisions of these Terms and Conditions.

#### 7.2 Mandatory early redemption

7.2.1 Upon to the occurrence of a Property Sale Event, the Issuer shall, upon a respective written demand by the Bondholder to the Issuer, redeem all outstanding Bonds at the Redemption Value (Property Sale) and such Redemption Value (Property Sale) shall become immediately due and payable 5 Business Days from the date of receipt of the purchase price from the sale of the Partial Property (subject to the Issuer having received all related

invoices for, and other information required to calculate, the Disposal Cost incurred by the Issuer in connection with such Property Sale Event).

7.2.2 Upon a termination of a Bond in accordance with section 9.2.1(A), the Issuer shall, upon a respective written demand by the Bondholder to the Issuer, redeem all outstanding Bonds at the Redemption Value (Valuation), and such Redemption Value (Valuation) shall become immediately due and payable 5 Business Days from the date of receipt of the notice of termination by the Issuer.

### 7.3 Voluntary early redemption

The Issuer may, prior to the Maturity Date, redeem all of the then outstanding Bonds (but not only some of them) at the Redemption Value (Valuation), provided always that the Issuer has provided the Bondholders no less than three (3) Business Days' (or such shorter period as the Bondholders may agree) irrevocable prior notice of the proposed date and amount of such redemption.

### 7.4 Miscellaneous

7.4.1 The Issuer shall not redeem all or any part of the Bonds except at the times and in the manner expressly provided for in these Terms and Conditions.

7.4.2 Any redemption under these Terms and Conditions shall occur by way of a redemption of the full number of Bonds outstanding, and shall be carried out by the payment by the Issuer to the Bondholder, in accordance with the provisions of these Terms and Conditions, an amount equal to the relevant Redemption Value of each Bond so redeemed. Any Interest accrued until, but not paid by, redemption of the Bonds shall be considered part of the Redemption Value and shall be deemed settled together with the payment of the Redemption Value, even if the Redemption Value falls short the amount of the accrued, but unpaid, Interest.

7.4.3 Any notice of redemption given under section 7 shall be irrevocable and shall specify the date upon which the relevant early redemption is to be made and the amount per then outstanding Bonds which is to be redeemed. The Issuer shall be obliged to redeem in accordance with that notice and pay the sums due to the Bondholder.

7.4.4 The Redemption Value (Property Sale) shall in no case become due and payable prior to the receipt of corresponding proceeds and subject to the Disposal Cost being determined. Any risk related to payments by the Co-Owner or third parties in relation to a Property Sale Event is exclusively borne by the Bondholders, provided that the Issuer undertakes to take commercially reasonable enforcement actions in case of any default by the Co-Owner or other third parties in relation to a Property Sale Event.

7.4.5 The Redemption Value (Valuation) shall be determined on the basis of an appraisal of the Partial Property, which appraisal shall be made in accordance with the Co-Ownership Agreement (as if a Property Sale Event has occurred), unless otherwise agreed with the Bondholders. The Issuer shall provide the Bondholders with adequate documentation and information on the calculation of the Redemption Value (Valuation) or Redemption Value (Property Sale), as applicable.

7.4.6 No redemption fee shall apply in case of a redemption of a Bond for whatever reason.

## **8 Undertakings**

The undertakings in this section 8 remain in force from the Issue Date for so long as any amount is outstanding under the Bonds.

### **8.1 Day-To-Day Discretion**

The day-to-day discretion and control over the Partial Property and any claims relating to the Partial Property, including in particular the claims under the Transaction Documents, shall vest with the Bondholders in accordance with these Terms and Conditions. These Terms and Conditions shall thus always be interpreted in a way that the Bondholders shall have direct and on-going power of decision – whether exercised or not – over operational matters relating to the daily management of the Partial Property.

### **8.2 Day-to-Day Undertakings**

8.2.1 The Issuer thus undertakes vis-à-vis the Bondholders to make any decision or act of representation concerning (i) any operational matters relating to the daily management of the Partial Property ("**Operational Matters**") and (ii) any disposal of the Partial Property, the exercise (or non-exercise) of rights relating to the Partial Property under the Transaction Documents, or the entering into, amendment and restatement, or termination of agreements relating to the Partial Property, including the Transaction Documents ("**Property Matters**"), only after a prior decision of the Bondholders in accordance with section 10, in each case (i) unless a specific matter was provided for in a budget approved by the Bondholders in accordance with section 10 (but with exception of extraordinary matters which will always require a decision by the Bondholders unless in the case of imminent peril) or (ii) unless the Issuer has no discretion in relation to a specific matter, because the Issuer is under an obligation to perform such specific matter under law or contract.

8.2.2 In particular, the Issuer shall not without the prior consent of the Bondholders

- 8.2.2.1 agree to any amendment or waiver of any provision of, or the giving of any consent or release under any Transaction Document or enter into any new agreement, which could in either of the foregoing cases, conflict with any provision of the Transaction Documents, without prior decision of the Bondholders in accordance with section 10;
  - 8.2.2.2 determine or significantly change the general principles of the business policy with regard to the Partial Property;
  - 8.2.2.3 conclude, amend, or terminate management and consulting contracts regarding the Partial Property exceeding the value of EUR 20,000; or
  - 8.2.2.4 engage in legal proceedings, arbitration, or conclude settlement negotiations relating to the Partial Property involving a dispute value exceeding EUR 10,000.
- 8.2.3 Prior to the Issuer resolving upon and executing any specific matter for which it is under an obligation to perform such specific matter under law or contract, the Issuer shall inform the Bondholders reasonably in advance so that they can execute their rights and remedies under these Terms and Conditions and applicable law.

### 8.3 Rights of inspection and information

To ensure that every Bondholder can exercise their day-to-day discretion, the following rights to information and inspection are available to them at all times:

- 8.3.1 Every Bondholder may request information from the Issuer about the affairs of the Issuer in relation to the Partial Property. The Issuer will, if it is a legitimate request for information, provide information within a reasonable period.
- 8.3.2 Every Bondholder is to be granted (at their own expense and during ordinary business hours) access to the books and records of the Issuer, to the extent the information related to the Bonds or the Partial Property. The Bondholders shall exercise their rights to information within the limits of reason.

### 8.4 Net Property Payment Information

The Issuer shall provide the Bondholders with adequate documentation and information, for each Interest Period, on the Net Property Payments for such Interest Period, within no later than 5 Business Days after the end of such Interest Period.

## 8.5 Termination Event

If the Co-Ownership Agreement is terminated, the Issuer shall procure that the Partial Property or the entire Property, including the Partial Property, is sold by the Issuer at its fair market value (*Verkehrswert*) as determined in, and otherwise in accordance with, the Co-Ownership Agreement, unless otherwise provided for and permitted in the Co-Ownership Agreement, for which alternative a decision from the Bondholders shall be obtained (which shall not be unreasonably be withheld).

## 8.6 Indebtedness

The Issuer shall not incur any financial indebtedness other than the following financial indebtedness:

- 8.6.1 the financial indebtedness incurred under the Bonds;
- 8.6.2 the financial indebtedness incurred under Parallel Bonds;
- 8.6.3 any financial indebtedness permitted in writing by the Bondholders;
- 8.6.4 any overdraft or working capital facility or short-term bank facility made available by a European credit institution to the Issuer provided that:
  - i. such overdraft and/or working capital facility and/or short-term bank facility is/are unsecured;
  - ii. the amount, in aggregate, of such overdraft and/or working capital facility and/or short-term bank facility is not higher than EUR 500,000;
- 8.6.5 any financial indebtedness that is qualified subordinated within the meaning of Article 67 para 3 IO ;
- 8.6.6 the financial indebtedness incurred with the prior consent of the Bondholders.

## 8.7 Distributions

The Issuer shall not make any distributions to its shareholders, except with the prior consent of the Bondholders.

## 8.8 Notification of material litigation

The Issuer shall:

- (A) notify each Bondholder, promptly upon becoming aware, of any litigation, arbitration or administrative proceedings of any nature which are current, threatened in writing or pending against it and which relates to the Partial Property; and

- (B) supply to the Bondholder (in sufficient copies for all the Bondholders, if the Bondholder so requests) the details of such litigation, arbitration or administrative proceedings.

## **9 Events of Default**

### **9.1 Events of Default**

Each of the events or circumstances set out in this section 9.1 is an Event of Default.

#### **9.1.1 Non-payment**

The Issuer does not pay on its due date any amount payable pursuant to these Terms and Conditions of the Subscription Agreement at the place and in the currency in which it is expressed to be payable unless payment is made within ten (10) Business Days of its due date.

#### **9.1.2 Net Property Payment Information Default**

- (A) The Issuer does not comply with any of the provisions of section 8.4.
- (B) No Event of Default under paragraph (A) above will occur if failure to comply is capable of remedy and is remedied within ten (10) Business Days of the earlier of (i) the Bondholder giving notice to the Issuer and (ii) the Issuer becoming aware of the failure to comply.

#### **9.1.3 Misrepresentation**

- (A) Any representation or statement made or deemed to be made by the Issuer to a Bondholder is or proves to have been incorrect or misleading in any material respect, when made or deemed to be made.
- (B) No Event of Default under paragraph (A) above will occur if such misrepresentation is capable of remedy and is remedied within ten (10) Business Days of the earlier of (i) the Bondholder giving notice to the Issuer and (ii) the Issuer becoming aware of the failure to comply.

#### **9.1.4 Other obligations**

- (A) The Issuer or any other provider of security under a Security Document does not comply, in any material respects with any provision of the Bond Documents or Security Documents (other than those specifically referred to in this section 9.1).
- (B) No Event of Default under paragraph (A) above will occur if such default is capable of remedy and is remedied within ten (10) Business Days of the earlier of (i) the Bondholder giving notice to the Issuer and (ii) the Issuer becoming aware of the failure to comply.

#### 9.1.5 Insolvency

Any of the following applies to the Issuer: (a) it is declared (or declares itself) insolvent, (b) it is in a situation of illiquidity (*Zahlungsunfähigkeit*), within the meaning of § 66 the Austrian Insolvency Act (*Insolvenzordnung - IO*), as interpreted by Austrian courts; or (c) it is in a situation of over indebtedness (*Überschuldung*), within the meaning of § 67 IO, as interpreted by Austrian courts; or

#### 9.1.6 Insolvency proceedings

- (A) Any corporate action, legal proceedings or other procedure or step is taken in respect to the Issuer: (a) it applies for the opening of insolvency proceedings (*stellt einen Antrag auf Eröffnung eines Insolvenzverfahrens*), insolvency proceedings are opened (*Eröffnung eines Insolvenzverfahrens*) or (b) a creditor of it applies for the opening of insolvency proceedings (*stellt einen Antrag auf Eröffnung eines Insolvenzverfahrens*), unless (x) the application for such proceedings is dismissed within twenty (20) days from (but excluding) the day it is filed (unless dismissed on the ground that the costs of the proceedings were likely to exceed the assets of such person (*Abweisung mangels kostendeckenden Vermögens*)) or (y) such application is frivolous or vexatious; and
- (B) No Event of Default under paragraph (A) above will occur if the commencement of such proceeding, procedure or step is dismissed or otherwise stopped within ten (10) Business Days.

#### 9.1.7 Liquidation

- (A) The shareholders of the Issuer adopt a resolution on the voluntary liquidation of the Issuer.
- (B) No Event of Default under paragraph (A) above will occur if the shareholders of the Issuer unwind their resolution on the voluntary liquidation of the Issuer within ten (10) Business Days thereafter.

#### 9.1.8 Negative Pledge

The Issuer shall not create or permit to subsist any form of third party right over the Partial Property or any Transaction Document, except as provided for under a Security document and unless otherwise agreed with the Bondholders.

### 9.2 Consequences of the occurrence of an Event of Default

- 9.2.1 On and at any time after the occurrence of an Event of Default and as long as such Event of Default is continuing, each Bondholder may by notice to the Issuer and without any other action or any judicial or extra judicial step:
- (A) declare that any or all of the Bonds held by it are terminated (in which case section 7.2.2 applies); and
  - (B) exercise any or all of its rights, remedies, powers or discretions under the Bond Documents.

## **10 Bondholder Decisions**

### 10.1 Bondholder Resolutions

- 10.1.1 Any request from the Issuer or a Bondholder (or Bondholders) representing at least ten (10) per cent. of the aggregate Principal Amounts for a decision by the Bondholders on a matter relating to the Bonds shall be dealt with at a Bondholders' Meeting or by way a Written Procedure, as determined by the requesting Party.
- 10.1.2 Resolutions of the Bondholders generally require the consent of Bondholders representing at least the simple majority of the Principal Amounts for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in Written Procedure.

### 10.2 Quorum for Decision Making

- 10.2.1 Quorum at a Bondholders' Meeting or in respect of a Written Procedure only exists if a Bondholder (or Bondholders) representing at least twenty (20) per cent. of the aggregate Principal Amounts: (i) if at a Bondholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorized representatives); or (ii) if in respect of a Written Procedure, reply to the request.
- 10.2.2 If a Bondholders' Meeting does not have a quorum or if in respect of a Written Procedure, not sufficient Bondholders reply to the request, the Issuer shall convene a second Bondholders' Meeting or initiate a second Written Procedure, as the case may be, provided that the relevant proposal has not been withdrawn by the Party(-ies) who initiated the procedure for Bondholders' consent. The quorum requirement in section 10.2.1 shall not apply to such second Bondholders' Meeting or Written Procedure.

### 10.3 Effects of a Decision

- 10.3.1 A matter decided at a duly convened and held Bondholders' Meeting or by way of Written Procedure is binding on all Bondholders, irrespective of them being present or represented at the Bondholders' Meeting or responding in the Written Procedure. The Bondholders that have not adopted or voted for

a decision shall not be liable for any damages that this may cause other Bondholders.

10.3.2 A Bondholder holding more than one Bond need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.

#### 10.4 Bondholders' Meeting

10.4.1 The Issuer shall convene a Bondholders' Meeting by sending a notice thereof to each Bondholder. If the convocation of a Bondholders' Meeting is requested by a Bondholder (for which each Bondholder has the right at all times), the Issuer shall convene the Bondholders' Meeting no later than five (5) Business Days after receipt of a request the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons).

10.4.2 The notice pursuant to section 10.4.1 shall include (i) time for the meeting, (ii) place for the meeting or dial-in information for virtual meetings and (iii) agenda for the meeting (including each request for a decision by the Bondholders).

10.4.3 Only matters that have been included in the notice may be resolved upon at the Bondholders' Meeting.

10.4.4 The Bondholders' Meeting shall be held no earlier than ten (10) Business Days and no later than thirty (30) Business Days from the notice.

10.4.5 Without amending or varying these Terms and Conditions, the Issuer may prescribe such further regulations regarding the convening and holding of a Bondholders' Meeting as the Issuer may deem appropriate. Such regulations may include a possibility for Bondholders to vote without attending the meeting in person.

#### 10.5 Written Procedure

10.5.1 The Issuer may instigate a Written Procedure (which may be conducted electronically) at any time it requires a decision of the Bondholders. If a decision of the Bondholders is requested by a Bondholder to be held by way of a Written Procedure, the Issuer shall instigate a Written Procedure no later than five (5) Business Days after receipt of a request from the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to each such person who is registered as a Bondholder on the Business Day prior to the date on which the communication is sent.

10.5.2 A communication pursuant to section 10.5.1 shall include (i) each request for a decision by the Bondholders, (ii) a description of the reasons for each request, (iii) a specification of the Business Day on which a Person must be

registered as a Bondholder in order to be entitled to exercise voting rights, (iv) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney, and (v) the stipulated time period within which the Bondholder must reply to the request (such time period to last at least ten (10) Business Days from the communication pursuant to section 10.5.1). If the voting shall be made electronically, instructions for such voting shall be included in the communication.

10.5.3 When the requisite majority consents of the total Principal Amount have been received in a Written Procedure, the relevant decision shall be deemed to be adopted, even if the time period for replies in the Written Procedure has not yet expired.

## **11 Cost and Expenses**

All taxes, costs and expenses of the Parties shall be borne by the Party which has incurred such taxes, costs and expenses.

## **12 Transfer of the Bonds**

### **12.1 Assignment by the Bondholder**

Each Bondholder may transfer Bonds and any of its rights and claims under the Bonds held by it without any restrictions.

### **12.2 No Defeasance**

The Issuer may not assign or otherwise transfer any of its obligations in connection with the Bonds.

## **13 Payment Mechanics**

### **13.1 Payments by the Issuer**

13.1.1 On each date on which any amount is due from the Issuer under the Bond Documents, the Issuer shall pay that amount with debt discharging effect on that date and in immediately available cleared funds to the account specified by the respective Bondholder for that purpose.

13.1.2 Each payment under these Terms and Conditions from the Issuer is to be made in Euro.

### **13.2 Partial payments**

If any amount paid or recovered under the Bond Documents is insufficient to discharge all the amounts then due and payable by the Issuer, the amount shall be

applied towards the obligations of the Issuer under the Bond Documents in the following order:

13.2.1 firstly, in or towards payment pro rata of any accrued Interest, fees or commission due but unpaid under these Terms and Conditions to be attributed pro rata to the then outstanding Bonds;

13.2.2 secondly, in or towards payment (to be pro rata to the then outstanding Bonds) of any other sum due but unpaid under the Bond Documents.

### 13.3 Payment agent

13.3.1 The initial paying agent is the issuer.

13.3.2 The Issuer reserves the right to change or terminate the appointment of the paying agent at any time and to appoint a different paying agent. In this case, however, the Issuer undertakes to appoint another paying agent at the same time as the appointment is terminated. A change, dismissal, appointment or other change of paying agent shall only become effective (except in the event of insolvency of the paying agent, in which case such a change shall take effect immediately) if the Bondholders have been informed of this in advance, giving at least 30 and no more than 45 days' notice.

13.3.3 The paying agent acts solely as agent of the Issuer and does not assume any obligations towards the Bondholders. No agency or fiduciary relationship is established between it and the bondholders.

13.3.4 Payments to a Bondholder shall be made by crediting the payment account indicated by such Bondholder from time to time vis-à-vis the paying agent.

13.3.5 Subject to applicable tax and other statutory rules and regulations, payments to be made on the Bonds shall be made in Euros.

13.3.6 The Issuer is released from its payment obligation to the Bondholders upon payment to the Bondholders on their respective payment account.

## 14 Notices

### 14.1 Communications in writing

Subject to mandatory provisions of law, any communication to be made under or in connection with the Bond Documents shall be made in writing and, unless otherwise stated, may be made by e-mail or letter.

### 14.2 Addresses

The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of the Issuer for any communication or document to be made or delivered under or in connection with the Bond Documents are as set out below:

Bambus M Einfamilienhaus GmbH

Address: Börseplatz 4/IV, 1010 Vienna, Austria  
Attention: Management (*Geschäftsführung*)  
Email: [franz@bambus.io](mailto:franz@bambus.io)

The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Bondholder for any communication or document to be made or delivered under or in connection with the Bond Documents shall be set out in the relevant Subscription Agreement.

### 14.3 Delivery

14.3.1 Any communication or document made or delivered by one person to another under or in connection with the Bond Documents will only be effective:

(A) if by way of email, when received in legible form; or

(B) if by way of letter, when it has been left at the relevant address,

and, if a particular department or officer is specified as part of its address details provided under section 14.2 or the relevant Subscription Agreement, as applicable, if addressed to that department or officer.

14.3.2 Any communication or document which is delivered by email, in accordance with section 14.3.1 above, on any day other than a Business Day will be deemed delivered on the following Business Day.

14.3.3 Any communication or document which is delivered in accordance with section 14.3.1 above, on a Business Day after 5.00 p.m. in the place of receipt shall be deemed only to be delivered on the following Business Day.

### 14.4 English language

14.4.1 Subject to mandatory provisions of law, any notice given under or in connection with any Bond Document must be in English.

14.4.2 All other documents provided under or in connection with any Bond Document must be:

(A) in English; or

- (B) if not in English, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

## **15 Confidentiality**

### 15.1 Information keeping

Subject to section 15.2 below, each Bondholder will keep the Bond Documents, the Transaction Documents and their respective subject matter and all information received under and pursuant thereto (together the "**Information**") confidential, except to the extent:

- 15.1.1 that they are required by law or regulation to disclose the same, including mandatory disclosures to be made in the course of the offering of the Notes (as defined in the Mintos Subscription Agreement) via the platform operated by AS Mintos Marketplace;
- 15.1.2 that such Information is already in the possession of the relevant party to whom the disclosure is made or is already publicly available (otherwise than by reason of a breach of this section 15.1);
- 15.1.3 as may be required or requested by any authority empowered to regulate or supervise any party to these Terms And Conditions; or
- 15.1.4 that the disclosure is made to the subscriber of the Bonds issued or to be issued by or on behalf of the Issuer.

### 15.2 Disclosure

The Issuer agrees that the Bondholder may disclose the Information to any of its Affiliates and to its auditors, legal advisers or other professional advisers, rating agencies, trustees, investment managers, investment committee, collateral managers, agents, lenders or investors as well as purchasers of the Bonds, provided that such person to whom the Information is to be given is informed of its confidential nature, except that there shall be no such requirement to so inform if the recipient is subject to obligations to maintain the confidentiality of the information for any purpose connected with the Bond Documents. Further, the Issuer agrees that Mintos Subscriber may disclose the Information to (potential) purchasers of the Notes (as defined in the Mintos Subscription Agreement) offered via the platform operated by AS Mintos Marketplace.

## **16 Governing Law and Jurisdiction**

### 16.1 Governing Law

These Terms and Conditions and any non-contractual obligations arising out of or in connection with it are governed by Austrian law excluding its conflict of law rules.

## 16.2 Submission to Jurisdiction

The competent court at the seat of the Issuer having jurisdiction over the subject-matter shall have exclusive jurisdiction to settle any disputes arising out of or in connection with these Terms and Conditions or related to their creation, validity, nullity, interpretation, performance and termination as well as their pre- and post-contractual effects, unless otherwise provided by mandatory law.

## **17 Miscellaneous**

### 17.1 Entire Agreement

The Bond Documents contains the entire agreement reached between the Parties on the subject of the Bonds and supersedes all prior agreements and understandings, whether oral or written, to the subject matter hereof. There are no side agreements.

### 17.2 Amendments

Amendments and supplements to these Terms and Conditions require the consent of the Issuer and a decision of the Bondholders.

### 17.3 Waivers

Waiver of any rights under the Bond Documents must be made in writing.

### 17.4 Severability

Should any binding provision of these Terms and Conditions be or become invalid, unenforceable or impracticable this shall not affect the validity and enforceability of the binding remaining provisions hereof. In lieu of the invalid, unenforceable or impracticable provision a provision shall apply which – to the extent possible – carries out the economic purpose and substantive effect of the invalid, unenforceable or impracticable provision.

*[end of the terms and conditions]*

## Annex 3.1

### Description of the Property

Single Family home renovated in 2015. It is located in Salzburg, Austria's fourth largest city and an international hub for culture, tourism and business.

#### Real estate Details

#### Amenities

Living area, m2	251.92	Garage	Yes
Property size, m2	263	Basement	Yes
		Pool	No
Construction year	1968	Sauna	Yes
Renovation Year	2015	Heating type	PV and gas
Build type	Brick/concrete	Upkeep score	4 out of 5
Tenant	Co-owner		