

- **The Investment at a Glance**
- **Essential Information about the Issuer**

*Issuer, Provider and Responsible for the Prospectus:*

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- **Essential Information about the Investment**

*Designation of the Investment:*  
*Nature of the Investment*

Treeme – My Dream Tree Investment

Claim to Participation in Proceeds under the Law on Obligations (in the shape of other investments as defined in Section 1 Para. 2 No. 7 VermAnIG (Investments Act))

The Investor shall acquire against the Issuer a claim, based upon the law on obligations, to participation in the future proceeds that the Issuer shall generate from the sale of noble timbers from Paulownia trees (the “Claim to Participation in Proceeds”).

The Issuer shall commission the management of plantations in Germany and Spain in which Paulownia trees (hereinafter the “Trees”) shall be planted, cultivated and finally harvested in order to sell the timber thus gained. The Investment offers the Investors the opportunity to participate economically in the development of the Paulownia Trees on the basis of the Claims to Shares in Proceeds acquired against the Issuer under the law on obligations.

Each respective Claim to Participation in Proceeds shall furthermore be oriented towards a certain number of Trees, selected by the Investor, that shall be planted and catalogued by the Issuer in Germany and Spain in the year 2022 and thus assigned to this Investment. The Investor shall not acquire ownership of the Paulownia Trees or any claim with respect to specific Trees, but merely a claim under the law of obligations derived from the sale of the selected number of Trees equivalent to the net average revenue generated per Tree from the total number of Trees planted under the terms of this Investment.

The net average revenue per Tree is calculated from the average revenue (after taxes) generated by the Issuer per Tree after deduction of a processing fee and, if applicable, any share in profits to which the Issuer is entitled (the so-

called "**Net Average Revenue**" per Tree).

The Average Revenue per Tree is also calculated from the later sale of the timber (or, where applicable, any insurance payments, after taxes in each case) for all Trees assigned to this Investment divided by the number of Trees assigned to this Investment.

The Issuer's processing fee per Tree amounts to 5 % of the Average Revenue per Tree (after deduction of any taxes that might be incurred), but restricted, however, to a maximum of EUR 34.00 per Tree.

The Issuer shall receive a share in the profits in the event of an Average Revenue in excess of EUR 680.00 (after deduction of any taxes that might be incurred) per Tree amounting to 50 % of the Average Revenue which exceeds of EUR 680.00 per Tree.

The contractual bases for an Investment on the part of the Investors in this Investment are the order form ("Order Form") or possibility of subscribing on the website of the Issuer plus the General Terms and Conditions of the Issuer (hereinafter the "GTC") at the time of the conclusion of the receivables purchasing agreement relating to the acquisition of the respective Claim to Participation in Proceeds (the "**Receivables Purchasing Agreement**") plus this sales prospectus. The Order Form and GTC are listed in Chapter H, Complete list of contracts, from Page 156 onwards.

## Essential Information about the Investment Properties

### *Investment Properties and Investment Objective:*

The Investment Properties are Paulownia Trees that shall be planted in Germany and/or Spain in the year 2022 as stems at least two years of age and assigned to this Investment via GPS coordinates and cataloguing. The Investor shall not acquire ownership of the Trees but a Claim to Participation in Proceeds with regard to the average revenue from the later sale of the timber of said Trees. Should the Trees not take root upon the plantation within the first year of being planted, the Issuer shall replace them with comparable Trees at no extra cost. According to forecasts, the Trees, presupposing they are ripe for harvesting ca. ten to twelve years subsequent to having been planted, regularly achieve a knotless trunk of a length of six to eight metres with an average diameter of ca. 40 –45 cm at a height of 1.50 metres. Also to be counted among the Investment Properties are the costs for the transport of the saplings, for licences, property insurance for the Paulownia Trees, rent payments for the plantation areas, the expense of cultivating the Trees and the costs of harvesting the timber. A detailed description of the Investment Properties is to be found in the Section *Details pertaining to the Investment Properties* from Page 78 onwards.

The Objective of the Investment is, in the long term, to achieve a profit. To this end it is intended that, by way of the planting and growth of the Trees during the forecasted growth phase, high quality, commercially marketable timber might be produced and harvested and sales proceeds achieved through the later sale thereof to manufacturers of timber products who are part of the Issuer's cooperation network. Said sales proceeds should thereby exceed the purchasing prices paid by the Investors for their shares in the Investments and thus lead to the latter making a profit.

*Purchasing Price*

The purchasing price for the Claims to Participation in Proceeds which an Investor may acquire as shares in the Investment (the “**Shares in the Investment**”) is determined by the number of Trees to be included in the respective Claim to Participation in Proceeds held by that Investor. Depending upon the number of Trees to be included in the respective Claim to Participation in Proceeds held by an Investor is the purchasing price for each Tree included shall be staggered and range from the minimum investment of, for an individual Tree, EUR 345.00 or, for a group of at least 15 Trees, of EUR 301.00 per Tree to EUR 291.00 for each Tree included in the case of an Investment in at least 900 Trees per Investor.

A detailed prices graduation is to be found in the Chapter Purchasing Prices for Shares in the Investment on Page 68 as well as in the Order Form printed in the Chapter Complete list of contracts, from Page 156 onwards.

*No obligation to pay Additional Contributions.*

The Investor shall not be under any obligation to pay additional contributions.

*Total Amount of the Investment being tendered (Forecast):*

In total, Investors may, for the planting year 2022, acquire Shares in the Investment including to up to 45,000 Trees. Of that number, it is anticipated that 15,000 Trees shall be planted in Spain and 30.000 Trees in Germany. This results in a total investment volume of between ca. EUR 13,095,000.00 and EUR 15,525,000.00 (depending upon the graduated purchasing price achieved.)

*Tender Period:*

It is planned that the period during which the Investment may be acquired shall commence on January 1<sup>st</sup> 2021, but at the earliest one working day subsequent to the publication of this sales prospectus, and shall end upon the complete sale of all Shares in the Investment that are tendered, but at the latest after this sales prospectus loses its validity, twelve months subsequent to the approval thereof in accordance with Section 8a Investments Act (“**VermAnIG**”).

*Running Term of the Investment (Forecast):*

From the time of the Investor investing in this Investment in the year 2021, the Investment shall run for an individual term, scheduled to be between eleven and thirteen years, depending upon the year of the Investment, the growth of the Trees and when they become ripe for harvesting. Ripeness for harvesting has been attained when the diameters of the Trees have reached an average of at least 40 cm. The running term shall end when all Trees in Germany and Spain which are included in the Shares in the Investment acquired by all Investors in the context of this sales prospectus have been harvested and the timber thus gained has been sold. The end of the running time is thus determined by the disbursement of the Participations in Proceeds subsequent to the receipt on the part of the Issuer of the total proceeds from the timber of all Trees to which the Investment refers, which represents a collective, simultaneous end of the running term for the

participations of all Investors.

The Issuer plans that the final harvest, in the event of a typical growth pattern, should take place ten years subsequent to the planting of the Trees on their final plantations. The specific growth pattern is dependent in particular upon accompanying climatic and/or technical circumstances, upon which the Issuer cannot exert any influence.

The growth of the Trees is a natural process so that it is not possible to make an exact statement pertaining to the end of the running term of the Investment. Should, due to climatic and/or technical circumstances, the growth rates lag behind this development plan, the Issuer reserves the right to defer the harvest for a period of one year, or two years at the very most. The Investor shall not have any influence upon the time of the harvest; the decisions pertaining to the selection of the Trees to be felled and the time of the harvest shall be at the sole discretion of the Issuer, who shall, however, dutifully safeguard the interests of the Investors and inform the latter regularly, i.e. once a year at the end of the season in the autumn (usually from October onwards), as to the Trees' level of development as well as of any possible deferment of the harvest.

The forecast running term for the Investment thus amounts to a minimum of 24 months according to Section 5a VermAnIG.

*Cancellation Period:*

The Investment may not be cancelled during the running term. Neither is a contractual right of reversal provided for. The Investment shall only be terminated automatically upon the disbursement of the Participation in Proceeds subsequent to the harvesting of the Trees and the sale of the timber, without the need for a separate cancellation notice.

Inasmuch as the Investor should be at least ten days in arrears with its duty to effect full payment at the commencement of the Investment, the Issuer may rescind the Receivables Purchasing Agreement at any time and without stating any reasons.

*Tradability, Disposability:*

The Investor may transfer its Claim to Participation in Proceeds to a third party at any time, but only if it also passes on all rights and duties deriving from the Receivables Purchasing Agreement and the GTC. There is, however, no trading place comparable to a stock exchange for the Shares in this Investment. Genuine tradability of the Shares in the Investment is thus not guaranteed. Furthermore, the Issuer shall not be under any obligation whatsoever to revoke or annul the contracts with the Investors.

Comprehensive information on the free tradability and disposability of the Shares in the Investment may be found in the Chapter Details of the Investment from Page 60 onwards.

*Dividend Payments (Forecast):*

Dividend payments in connection with the Claims to Participation in Proceeds shall be oriented towards the net average proceeds per Tree that the Issuer generates from the timber produced from those Trees referred to in the Investment according to this sales prospectus, consisting of the proceeds from the sale of the timber plus any insurance payments in the event of any cases of insured damage to the Trees, minus any taxes incurred, processing fees and, if applicable, the Issuer's share of the profits.

The net proceeds from the Investment are accordingly oriented towards the timber prices to be achieved in the respective case on the market at the time of the harvesting and exploitation of the Trees and, if applicable, after any incidental insurance payment. The Issuer, on the basis of past experience with Paulownia Trees, assumes an average mass growth rate of the Trees in the region of between 7 and 12 % p.a.

The Issuer assumes, per Tree, an average volume of 0.90 cubic metres (m<sup>3</sup>) high value timber (trunk wood) and 0.27 m<sup>3</sup> secondary timber products (crown, trimmings, rough cuts from the trunk).

In the event of successful exploitation of the Trees after a period of between eleven and thirteen years subsequent to the acquisition of the Investment and an anticipated sales price for high value timber (trunk wood) of EUR 1,250.00 pro m<sup>3</sup> and for secondary timber products (crown, trimmings, rough cuts from the trunk) of EUR 150.00 pro m<sup>3</sup> (after deduction of any taxes incurred in each case), this would correspond to an overall profit of between 11.67 and 17.85 % p.a. for the Trees. The overall profit refers to the average net proceeds set off against the purchasing price of the Participation in Proceeds; any taxes the investors might be liable to pay have not been taken into account.

Comprehensive details and forecasts regarding the anticipated progress of disbursement are to be found in the Chapter Forecast for the process of disbursement from Page 70 onwards.

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*Applicable Law, Court of Jurisdiction:*

The Receivables Purchasing Agreement shall be subject to the Substantive Law of Switzerland. Should the Investor have placed its order as a consumer and, at the time of placing said order, be ordinarily resident in a different country, the application of mandatory regulations of this country shall not be affected by the choice of law. Exceptions may be made, depending upon national regulations pertaining to investments made by consumers.

*Taxation:*

The Issuer is unable to provide any binding information pertaining to fiscal treatment. Potential Investors should, in all cases, consult their own personal tax advisors regarding the fiscal impacts in their own individual situation prior investing in Shares in the Investment.

Individual particulars and a detailed presentation are to be found in the Chapter Essential Fundamentals pertaining to the fiscal conception from Page 6 onwards.