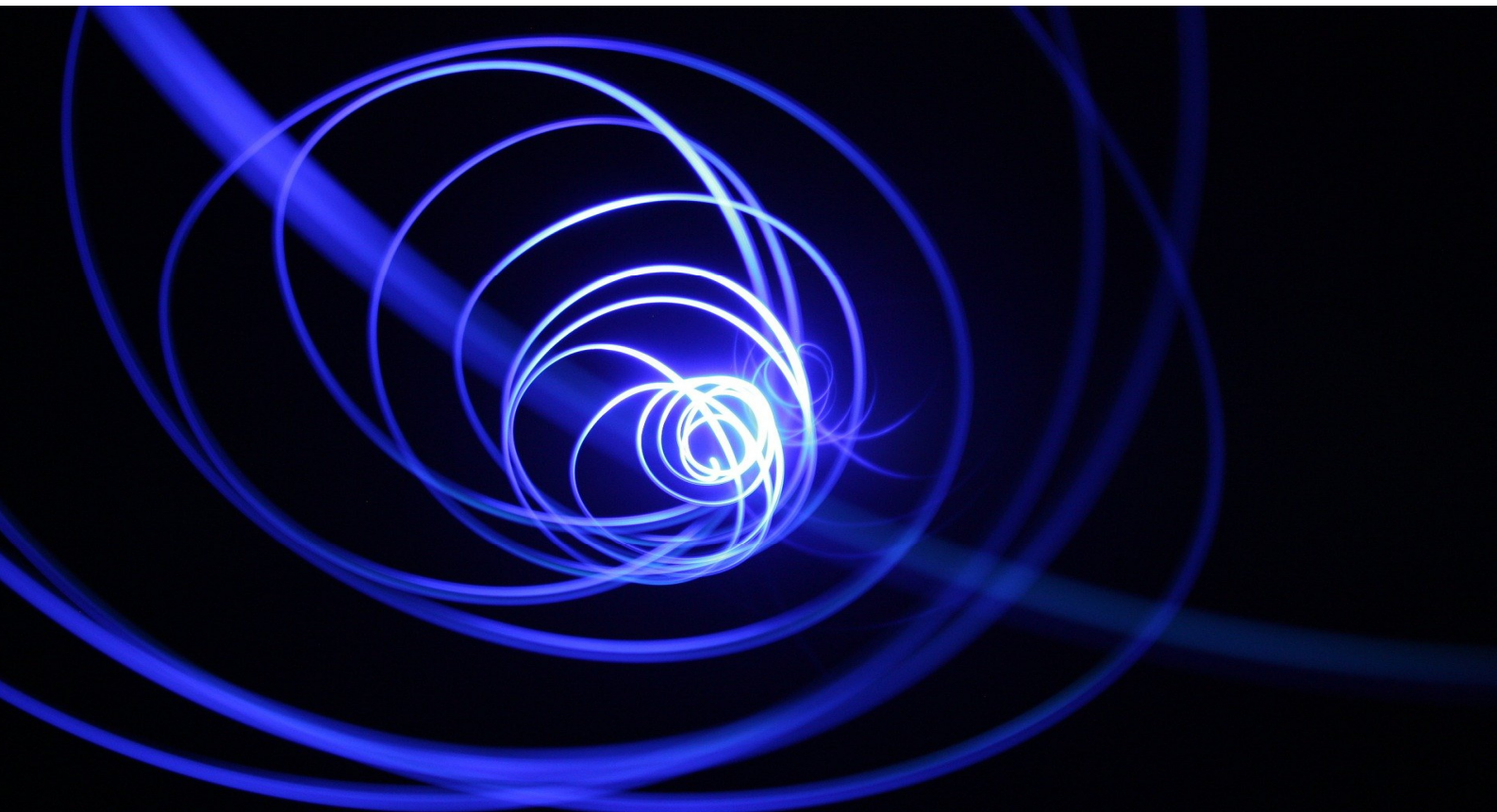




**Issue Prospectus**  
**for the**  
**Green Alpha Bond**





# **Invest in Future Power**

**Our magnetic power plants produce renewable,  
environmentally friendly electricity generated by an innovative  
magnetic field process.**

## The subscription offer summarized:

Issuer:	Alpha Energie Limited
Amount:	CHF 5,000,000,000, expandable
Denomination:	The denominations are staggered. The currency is Swiss francs (CHF) or Euro (€) A) 100,000 B) 1,000,000 or multiples thereof Other currencies are accepted. The bond purchaser must pay the bank's exchange fees additionally and separately.
Coupons first year:	There is an option premium or an interest payment only in the first year of payment
For denomination A):	100 gram of gold or 4.75% interest
For denomination B):	1 kilo gold bar or 4.75% interest Or you can make an interest trading deal, which is regulated separately by contract and has a term of (up to) 12 months.
Coupons year 2-10:	6 % interest in money. From the 2nd year until the end of the term, there is only the interest payment, in each case on 31 December On 31 December 2020 for the first time.
Duration:	10 years, subject to early repayment
Subscription period:	The subscription period runs from 15.10.2020 to 30.12.2020, 24.00 hours
Payment:	The new bond must be paid in full in cash by 30.12.2020, 24.00 hours at the latest.
Redemption:	31.12.2030, subject to early redemption
Listing:	The bond is not listed.

Increase:	The issuer reserves the right to increase the nominal amount of the bond at any time without the consent of the bondholders by issuing further bonds with the base tranche fungible.
Applicable law:	Swiss law
Place of jurisdiction:	Is in CH-3960 Sierre/Kanton Wallis, Schweiz
Allocation:	Allocation is at the discretion of the issuer
Securitisations:	Permanent global certificate. No printing of the security is planned during the entire term of the bond. The investor is not granted the right to receive an individual certificate.

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## **General notes**

The distribution of this Prospectus or an offer or sale of bonds is restricted by law in certain countries. Persons into whose possession this Prospectus comes are required by the Company to inform themselves about and to observe any such restrictions. The Company assumes no legal responsibility for any violation of these restrictions by third parties, whether or not they are potential buyers. This Prospectus does not constitute an offer to buy/sell or an invitation to subscribe for bonds of Alpha Energie Limited. This prospectus is available for download at [www.alphaenergie.ch](http://www.alphaenergie.ch)

## General information for investors

Alpha Energie Limited assumes responsibility for the contents of this Issue Prospectus and declares that, to the best of its knowledge, the information contained in this Prospectus is correct and that no material circumstances have been omitted. No one is authorised to provide any information or to make any representations other than those contained in this Prospectus. If, in spite of this, any such information or representations are made, investors should not rely on them and it should be assumed that such information or representations have not been approved by Alpha Energie Limited.

No representation is made that the information contained in this Prospectus will continue to be correct or complete at any time after the date of this Prospectus or that there has been no change in the business activities of Alpha Energie Limited since the date of this Prospectus.

Alpha Energie Limited is an innovative green start-up. We comply with the guidelines of the Green Bond Principles (GBP). Our electricity is really green. Therefore we are allowed to call our corporate bond the **Green Alpha Bond**.



## **Information about the bond**

### Net proceeds

The net proceeds of the bond issue will be used to build magnetic power plants.

### Taxes

The interest paid on the bond is subject to tax. For Swiss bondholders, the withholding tax is 35%. For bondholders from other countries, their respective taxes and tax rates apply. The Swiss withholding tax must be withheld by Alpha Energie Ltd. and paid to the Swiss Federal Tax Administration.

The option premium (the gold) is not subject to income tax.

The withholding tax is paid to the bond holder domiciled in Switzerland in the rule, the investor will be refunded in full provided that he is the beneficial owner of the bonds at the time of payment of the interest and has duly declared the gross income earned therefrom in his personal tax return (individual) or the taxable income is included in the income statement is (legal entity). Bondholders domiciled abroad may apply for a full or partial refund of the withholding tax, provided they are domiciled in a state that has concluded a corresponding double taxation agreement or an equivalent international treaty with Switzerland and the conditions for claiming this refund are met. Bondholders resident abroad must enquire about the relevant provisions of the country in which they are resident.

## Terms and conditions of the bond

The following conditions apply to the green corporate bond 2020 to 2030 (the bonds) issued by Alpha Energie Limited (the Issuer):

### 1. nominal value / denomination / early redemption / increase

The bond is issued in the amount of CHF 5,000,000,000 par value and is divided into bearer (the bondholder) bonds with coupons of 100.000 CHF/€ par value (denomination A), 1,000,000 CHF/€ par value (denomination B).

The Issuer reserves the right to redeem the bonds in whole or in part at any time without the consent of the bondholders, subject to a notice period of three months. If the bonds are redeemed early, interest will be paid pro rata. The issuer reserves the right to increase the amount of the bond at any time without the consent of the bondholders by issuing further bonds that are fungible with the bond (increase tranche). In the event of an increase, the bonds of the increase tranche shall be paid up in order to put them on an equal footing with the base tranches, including accrued interest for the period between the payment or coupon date of the base tranche and the payment date of the increase tranche.

### 2. form of authentication / safekeeping

The rights to which the bondholders are entitled will be evidenced by a global certificate (global certificate) duly signed by the issuer. The individual bondholder is only entitled to a co-ownership share of the global certificate under property law; the right to divide the co-ownership, issue and delivery of individual certificates is excluded for the entire duration of the bond. The global certificate remains deposited with Mr Gruber, managing director of Alpha Energie Limited, for the entire term of the bond and until it is repaid in full.

The terms "bonds" and "coupons" used in these bond Terms and Conditions represent the co-ownership shares in the global certificate to which the bondholders are entitled in the amount of their defined quota and the resulting creditors' rights. The term "bondholder" includes all persons who are entitled to assert these rights.

## Terms and conditions of the bond

If the Issuer deems it necessary or useful, or if domestic law requires the presentation of individual certificates for the enforcement of rights, the Issuer will arrange for the printing of individual certificates in denominations A + B without incurring any costs for bondholders and coupon holders. In such a case, the individual certificates will be delivered as soon as possible in exchange for the deposited global certificate.

### 3. interest rates

The bond offers an interest rate of 4.75% p.a. or an option premium in gold in the first year (2020). It has annual coupons as at 31 December. From the 2nd year until the end of the term, the interest rate is 6% per annum. Interest is calculated on the basis of the nominal value and is based on a calendar year of 360 days at 12 months of 30 days each. The first interest payment will be made on 31 December 2020. Only for the first interest payment does the bondholder have the choice of paying interest or sending gold, corresponding to denominations A and B. The gold is sent by Alpha Energie Limited itself, by insured value packages.

The bondholder undertakes to inform Alpha Energie Limited by 30 December 2020 at the latest in a binding manner whether he chooses the interest or the gold. If no notification of change is given or no other conclusive decision is made, the bondholder shall be paid the interest in cash. If the bondholder has ticked "Gold" on the subscription form and has not submitted a notification of change, the gold will be sent to him.

Or the bondholder decides to enter into an interest rate trading deal, with a term of (up to) 12 months and considerably higher interest rates. The conditions for this are individually and separately contractually determined.

### 4. maturity and repayment

The bond has a fixed term of 10 years. The issuer undertakes to repay the bond at par without prior notice to bondholders on 31 December 2030. The Issuer may redeem the bonds at par at any time and for any purpose, including for redemption purposes. In the event of a repurchase for redemption purposes, the Issuer undertakes to arrange for the reduction of the principal amount of the global certificate representing the bonds. In addition, the Issuer has the right to redeem the bonds at any time, in whole or in part, subject to three months' notice to the end of a month.

## Terms and conditions of the bond

### 5. payments / payment service / limitation period

- a) The Issuer undertakes to pay the coupons and redeemable bonds falling due free of charges, but to pay the coupons less the relevant tax, in favour of the bondholders. The due coupons and the redemption amounts will be transferred to the bank account indicated by the bondholder.
- b) The gold will be sent to the address indicated by the bondholder.
- c) Interest on the bonds ceases to accrue on the due date. The coupons shall expire five years and the bonds ten years after the respective maturity dates.

### 6. status

The bonds and coupons of the bonds constitute direct, unsecured, unconditional and unsubordinated obligations of the Issuer and rank pari passu with all other existing and future unsecured and unsubordinated obligations of the Issuer.

### 7. negative clause with exceptions

No special security is provided in favour of the bonds. The Issuer undertakes that as long as bonds of the bonds are outstanding, i.e. until such time as all amounts of principal and interest have been paid in favour of the bondholders in accordance with Section 4 of these Terms and Conditions, it will not provide any other bonds, notes, debentures or other debt obligations with an original term of more than 12 months with special real security, including a security interest in present or future assets or income, without providing the bonds of the bonds with equal or equivalent security.

This clause does not apply to such collateral that is granted to secure the purchase price of real estate acquired in the normal course of business. This clause also does not apply to collateral that the Issuer is required to establish by law or by court order. Finally, debt obligations furnished with collateral are excluded from this clause if they relate to a specific project of Alpha Energie Limited (project financing and refinancing) and the corresponding collateral relates to the same project.

### 8. default / liquidation / sale / merger / reorganisation

Notwithstanding the provisions of clause 4 of these Terms and Conditions, the representative has the right, but not the obligation, to call the bonds on behalf of the bondholders and declare all bonds to be due and payable at par, plus accrued interest, if any of the following events (Event of Default) occurs

- a) The Issuer is in default with the payment of principal or interest on the bonds more than 30 days from the due date and a written notice by the representative in arrears;

## Terms and conditions of the bond

- b) the issuer is in default with the fulfilment of a material obligation arising from the issue of the bond, or the issuer violates a material provision of these bond terms and conditions and has not remedied this defect within a period of 30 days after receipt of a written notification by the representative
- c) the issuer announces its insolvency or suspends payments;
- d) A court opens insolvency proceedings against the Issuer or one of its project companies, or the Issuer or one of its project companies initiates or applies for such proceedings or offers or makes a general debt arrangement for the benefit of its creditors;
- e) The Issuer or one of its project companies changes its legal or economic structure by (i) liquidation, (ii) sale of all or almost all participations in project companies, (iii) merger or restructuring, if the Issuer or the project company is not a surviving company, or (iv) material change of the corporate purpose or (iv) material change of the corporate purpose or activity, if any of the events mentioned under (i) to (iv) has or could have a material effect on the ability of the Issuer to meet its present and future obligations under the bonds, unless the representative considers the situation of the bondholders to be sufficiently secured by the security(s) provided by the Issuer as a result of the occurrence of one or more of these events or by other measures taken.
- f) A project company is defined as any company in whose share capital the Issuer directly or indirectly holds more than 50% of the share capital and which contributes more than 30% to the turnover of the parent company.
- g) In the event that one of the cases mentioned under lit. c) to e) occurs, the issuer undertakes to notify the representative without delay and to make available or provide the documents and information necessary for the assessment without delay. In doing so, the representative shall be entitled to rely in full on the documents and declarations submitted to him by the issuer. The representative is not obliged to take steps himself to clarify whether an event has occurred which leads or will lead to an early payment of the bonds and coupons.
- h) The bonds, plus accrued interest until the funds are properly received, in accordance with Section 5 of these Terms and Conditions, will be due and payable 30 days after receipt of the written notice given by the representative to the Issuer, unless the reason for the maturity notice has been remedied beforehand or if adequate security is provided to the bondholders for the principal and due and future interest of the bonds.

## **Terms and conditions of the bond**

### **9. change of borrower**

The issuer is entitled at any time, without the consent of the bondholders, to other company (New Issuer) for all obligations arising from or in connection with the bonds in the place of the Issuer, provided that a) the New Issuer assumes all obligations of the Issuer arising from or in connection with the bonds and proves to the representative that it can meet all payment obligations arising from or in connection with the bonds; and

b) In the event of an assumption of debt, any reference to the Issuer contained in these Terms and Conditions of the bonds shall also apply to the New Issuer.

### **10. listing**

There are no plans to list the bond.

### **11. applicable law and place of jurisdiction**

The form, content and interpretation of these Terms and Conditions of the bonds shall be governed by Swiss law. All disputes between the bondholders on the one hand and the Issuer on the other hand, to which the bonds of the bonds could give rise, shall be subject to the jurisdiction of the ordinary courts of the Canton of Valais, where Alpha Energie Ltd. maintains an office (place of jurisdiction). Payment to a bondholder recognised as a creditor by a final and binding decision of a Swiss court shall have debt-discharging effect for the Issuer.

### **12. amendment of the bond terms and conditions**

The Terms and Conditions of the bonds may be amended at any time by agreement between the Issuer and the representative on behalf of the bondholders provided that (i) such amendments are of a purely formal, minor or technical nature, (ii) such amendments are made to correct a manifest error and (iii) the interests of the bondholders are not materially affected. Such a change in the Terms and Conditions of the bonds is binding on all bondholders.

## **General information about Alpha Energie Limited**

### Company

Alpha Energie Limited is a trading company (Limited by shares) registered in London (England) with the registration number: 12736525

### Corporate purpose

Alpha Energie Limited's objectives include the planning, construction and operation of magnetic power plants that produce renewable, environmentally friendly green electricity. For this purpose Alpha Energie Limited establishes its own project companies in the countries where it builds its magnetic power plants. The green electricity generated by an innovative magnetic field process is fed into the local power grid, stabilises the power supply system and delivers electricity evenly and permanently.

The company can operate directly in the above-mentioned business fields, establish companies, acquire interests in other companies within the scope of this purpose, grant loans in favour of affiliated companies, provide guarantees, conduct foreign exchange and financing transactions of all kinds, in particular, take out bonds and loans, acquire, encumber, sell and manage real estate and land, and evaluate, exploit and manage intellectual property rights and industrial property rights of all kinds.

### Branch office and place of jurisdiction

Alpha Energie Ltd. maintains an office in CH-3960 Sierre/Canton Valais, which is also the place of jurisdiction. In addition, Alpha Energie Ltd. maintains another office in Germany, in 51143 Cologne.

### Financial year

The Company's fiscal year runs from January 1 to December 31. The first financial year begins with the issue of Alpha Green Bonds and ends on 31 December 2020.

## **General information about Alpha Energie Limited**

Net assets, financial position and results of operations

It was planned to realize the first power plant project with the funds of the Green Alpha Bond from autumn 2020. Due to Corona, the start of the project was postponed to spring 2021.

Objectives and development of Alpha Energie Limited at a glance

Alpha Energie Limited plans, builds and operates medium-sized magnetic power plants. The core of the power plants consists of a system similar to a magnet motor. Our innovation is to raise the output of a power plant to up to 1,200 megawatts. By comparison: Germany's Gundremmingen nuclear power plant (Unit C), which will be decommissioned at the end of 2020, has an output of 1,344 megawatts.

The number of magnetic power plants to be built will then depend on the size of the country, the number of households to be supplied and their demand, in which the power plant will be built.

Alpha Energie Ltd. plans to sell the electricity generated by these power plants, but reserves the right, as another business purpose, to resell only the constructed, power-producing power plants in their entirety.

The company aims to expand worldwide, achieve sustainable growth and healthy profitability.



## How do I draw the Green Alpha Bond?

If you wish to subscribe to the corporate bond of Alpha Energie Limited - the so-called Green Alpha Bond - according to the information in this prospectus, please fill out the enclosed subscription form. The subscription period ends on 30<sup>th</sup> December 2020, 24.00 hours. Please send the completed subscription form, which you can also download at [www.greenalphabond.com](http://www.greenalphabond.com) to:

Alpha Energie Limited  
Rue des Iles Falcon 25  
CH-3960 Sierre  
Switzerland

Faxnumber: +41 27-456 56 76  
email: [info@alphaenergie.ch](mailto:info@alphaenergie.ch)

for German investors and only  
during the subscription period:

Faxnumber: 02203- 18 34 799  
email: [info@alphaenergie.ch](mailto:info@alphaenergie.ch)

Subscriptions will be considered according to the date of receipt. For organisational reasons, please transfer the subscribed amount to the Green Alpha Bond payment account at XX Bank at the same time as you send the subscription form. Upon receipt you will receive a letter of confirmation from Alpha Energie Limited including the payment slip.

If the bond is oversubscribed, it will be topped up in accordance with the bond conditions set out in this prospectus. Bonds that are initially oversubscribed will be included in the topping up tranche and interlaced, as already explained under No.1 of the Terms and Conditions of the bonds.

Please address any questions regarding the issue of the Bonds to:

+41 76 480 38 48 (Swiss cellphone number)

+49 176 45 92 3007 (German cellphone number)

If you call the swiss cellphone number, we speak: english, french, german and norwegian. If you call the german cellphone number, we only speak german.

## Responsibility for the content of the prospectus

Alpha Energie Limited accepts responsibility for the contents of this prospectus and declares that to its knowledge all information is correct and no material circumstances have been omitted.

Sierre, 15 March 2020

Alpha Energy Ltd



H. B. Gruber  
(managing director of Alpha Energie Limited)

Note: Because of Corona, everything in Switzerland was closed from 15<sup>th</sup> March 2020 to 10<sup>th</sup> May 2020 inclusive. Even the authorities like the tax office and the commercial register. Because all authorities had to work through enormous backlogs after that date and registration would have taken a long time, we decided to register Alpha Energie as a British Limited instead of a GmbH. This also gives Alpha Energie Limited more flexibility in its future business, as Great Britain is no longer subject to EU directives after the Brexit. But even after the foundation of the Limited, the registration in the Swiss commercial register was delayed until the beginning of December, so that the subscription period had to be postponed until 30.12.2020.



# Subscription

for the Green Alpha Bond

interest in money  interest in Gold

Please inform Alpha Energie Ltd. by 30th of december at the latest which choice you are making.

\_\_\_\_\_  
Companys name

\_\_\_\_\_  
Name

\_\_\_\_\_  
First name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Postbox

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
Residence

\_\_\_\_\_  
State

\_\_\_\_\_  
Cellphone number/ Landline number

\_\_\_\_\_  
email-address

subscribes in recognition of the bond issues listed in this prospectus.  
conditions a bond/bonds with a denomination of nominal  
A) 100.000 or B) 1.000.000 Euro or Swiss francs  
per bond. Or the bondholder decides to enter into an interest rate trading  
deal, with a term of (up to) 12 months and considerably higher interest rates.  
The conditions for this are individually and separately contractually  
determined.

Accountnumber for interest payment

\_\_\_\_\_  
Bank

\_\_\_\_\_  
Account number

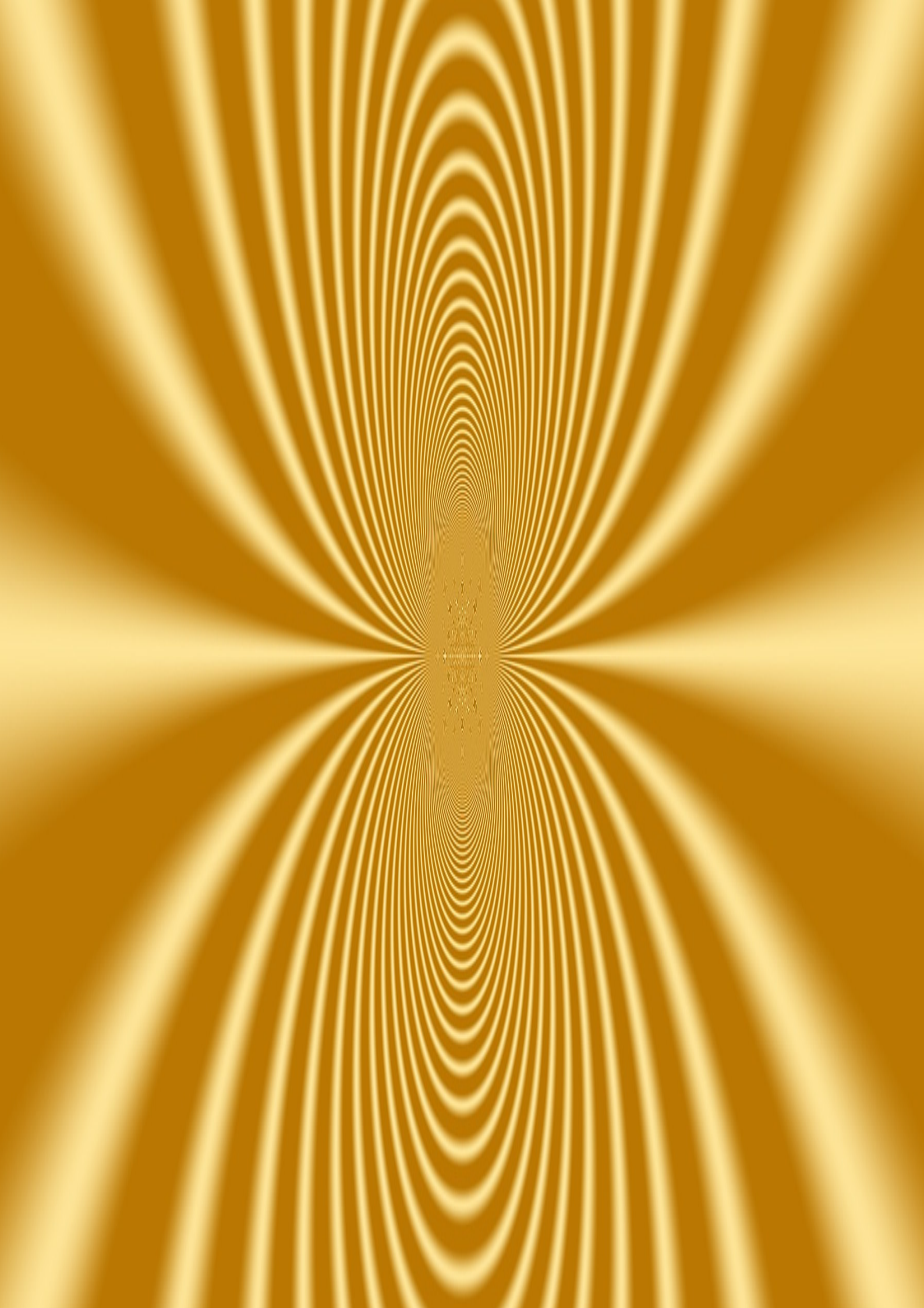
The undersigned confirms that he/she is purchasing the bond(s) in his/her own name and for his/her own account and that he/she is aware of the accompanying issue prospectus dated 15 March 2020.

I/we hereby unconditionally and irrevocably undertake to transfer the amount corresponding to the subscribed Green Alpha Bond in cash to the Green Alpha Bond payment account at X's Bank indicated below at the same time as the subscription form is sent. IBAN: xx xxxx xxxx xxxx xxxx (will be given later)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

This drawing remains binding. The subscription form shall be submitted to Alpha Energie Limited by 30 Dezember 2020, 24.00 hrs at the latest.



**Alpha Energie Limited**  
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**City Road EC1V 2 NK**  
**London**  
**United Kingdom**  
**Telefon +41 77 509 95 13**  
**Fax +41 27 456 56 76**  
**info@alphaenergie.ch**  
**www.alphaenergie.ch**

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