

香港交易及結算所有限公司及香港聯合交易所有限公司對本公告的內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因本公告全部或任何部份內容而產生或因倚賴該等內容而引致的任何損失承擔任何責任。

本公告僅供參考，並不構成提呈收購、購買或認購本公司證券之邀請或要約。

於美國或任何其他根據任何有關司法權區證券法例登記或合資格前作出有關提呈、招攬或出售則屬不合法的司法權區，本公告並非亦不構成提呈購買或出售或招攬購買或出售任何證券的要約的任何部分。本公告提及的證券並無且將不會根據1933年美國證券法登記，倘無登記或獲豁免登記，則不得在美國境內提呈、出售或以其他方式轉讓。於美國公開發售任何證券將須以招股章程形式作出，該招股章程可向本公司索取，並將載有關於本公司及管理層以及財務報表的詳細資料。本公司無意於美國登記本公告所述任何發售的任何部分。

花樣年

FANTASIA

Fantasia Holdings Group Co., Limited
花樣年控股集團有限公司

(於開曼群島註冊成立之有限公司)

(股份代號：1777)

內幕消息
境外債務重組之
建議條款更新

花樣年控股集團有限公司(「**本公司**」)根據香港法例第571章《證券及期貨條例》第XIVA部及香港聯合交易所有限公司證券上市規則(「**上市規則**」)第13.09條刊發本公告。

茲提述本公司日期為2023年1月13日、2023年11月30日、2024年1月2日、2024年2月1日、2024年2月29日、2024年3月15日、2024年4月1日、2024年4月15日、2024年4月21日、2024年4月24日、2024年4月26日、2024年4月29日(「**2024年4月29日公告**」)、2024年5月21日、2024年5月29日、2025年3月31日、2025年4月30日、2025年6月1日、2025年6月16日、2025年6月22日、2025年6月25日、2025年6月27日、2025年7月3日、2025年7月11日、2025年7月18日及2025年7月25日的先前公告(統稱「**該等公告**」)，內容有關建議重組(「**建議重組**」)其金融債務(「**債務**」)。除另有界定者外，本公告所用詞彙與該等公告所界定者具有相同涵義。

1. 概覽

本公司欲就建議重組作出的重大進展向市場提供最新消息。隨著本公司就建議重組刊發2024年4月29日公告及其他近期公告後，本公司及其顧問已繼續與其境外債權人保持開放及具建設性的對話。

經考慮業務的去槓桿要求、當前市況及本公司的業務表現及預測現金流量，本公司認為於2024年4月29日公佈的先前重組條款已不可行。因此，本公司已與一組臨時票據持有人(「**債權人特設小組**」)在其各自顧問的協助下就新的重組條款進行詳細及具建設性的討論。本公司欣然宣佈已與持有現有票據(定義見下文)尚未償還本金總額超過34.9%的債權人特設小組訂立重組支持協議(「**重組支持協議**」)，以反映新的建議重組條款，詳情概述如下(「**該方案**」)。

該方案概述於本公告所附的條款書（「**條款書**」）（已編纂敏感資料）。根據該方案，本公司尋求重組：

- (a) 本公司發行總額為4,018百萬美元的美元優先票據（「**現有票據**」）（詳情載於條款書「現有票據」一節）；
- (b) 由本公司全權酌情決定，本集團的若干其他金融債務（「**額外現有債務工具**」，連同現有票據統稱為「**現有債務工具**」），惟受建議重組規限的額外現有債務工具的本金總額在任何情況下不得超過900,000,000美元，

（現有債務工具的本金總額即為「**計劃債權人索償**」）。

預期建議重組將透過香港的協議安排及／或為使該方案生效而被本公司視為可能屬必要或合適的任何司法權區的有關其他同等程序根據重組支持協議的條款實施（「**該計劃**」）。

為保持完整性，日期為2024年4月29日的重組支持協議在該協議中的最後截止日期後終止。

2. 重組支持協議及建議重組

重組對價

根據該方案，每名於現有債務工具持有實益權益的人士（「**計劃債權人**」）可選擇收取有關全部計劃債權人索償，而重組對價（「**重組對價**」）將包括以下任何選項或任何選項的組合：

(a) 選項1：

- (i) 就計劃債權人有效選擇（及／或被重新分配至）選項1的每1美元計劃債權人索償而言，該計劃債權人將收取的重組對價包括：

(A) 短期票據（「**短期票據**」），於2031年12月31日到期，年利率為3.00%，自2025年12月31日起計息，本金金額相等於0.25美元，條款載於條款書「**短期票據主要條款**」一節；

(B) 於2027年12月31日到期日之前的任何時間可轉換為本公司普通股的強制轉換債券（「**強制轉換債券**」），本金金額相等0.20美元，條款載於條款書「**強制轉換債券主要條款**」一節；及

(C) 餘下0.55美元本金金額將無償豁免；

(b) 選項2：

(i) 就計劃債權人有效選擇（及／或被重新分配至）選項2的每1美元計劃債權人索償而言，該計劃債權人將收取的重組對價包括：

(A) 長期票據（「**長期票據**」），於2034年12月31日到期，年利率為3.00%，自2025年12月31日起計息，本金金額相等於0.60美元，條款載於條款書「**長期票據主要條款**」一節；

(B) 本公司普通股，相等於(i)0.15美元（按1美元兌7.80港元的固定匯率（「**固定匯率**」）換算）除以(ii)1.52港元（「**債轉股1**」）；

(C) 餘下0.25美元本金金額將無償豁免；及

- (c) 選項3：就計劃債權人有效選擇（及／或重新分配至）選項3的每1美元計劃債權人索償而言，該計劃債權人將收取的重組對價僅包括本公司普通股，相等於(i)1美元（按固定匯率換算）除以(ii)1.52港元（「**債轉股2**」）。

根據債轉股1、債轉股2及（如適用）作為提前同意費（定義見下文）發行之計劃債權人的本公司普通股統稱為「**計劃債權人股份**」。

計劃債權人如沒有就其計劃債權人索償或其計劃債權人索償之任何部分作出任何選擇，將根據下文所述之重新分配機制，就其計劃債權人索償或其計劃債權人索償之有關部分獲分配選項3。

各選項均受條款書所載的上限（「**金額上限**」）規限，所有計劃債權人索償均須遵守該上限，詳情如下：

選項	金額上限
選項1	2,600百萬美元乘以按分數列示的數字，相等於(a)計劃債權人索償總額除以(b)4,830百萬美元（「 比例因數 」）
選項2	1,400百萬美元乘以比例因數
選項3	830百萬美元乘以比例因數

倘所作出的選擇（就選項3而言，包括因未作出選擇（「**視作選擇**」）而分配至選項3的計劃債權人索償金額）超逾任何特定選項的相關上限金額，則選擇該選項（就選項3而言，包括視作選擇）的計劃債權人將按比例收取該選項的重組對價（最多為金額上限），而超額的計劃債權人索償將自動重新分配至其他選項，惟以該等其他選項未達金額上限為限（「**剩餘上限**」）。超額的計劃債權人索償將按比例重新分配至該等其他選項的剩餘上限。

短期票據、長期票據及強制轉換債券將由現有票據項下的現有附屬公司擔保人提供擔保。此外，短期票據及長期票據將由與為現有票據提供擔保的相同抵押品以及由若干抵押品作為第一抵押提供擔保，詳情載列於條款書所載條件並且受其所規限。相較於長期票據，短期票據將受惠於針對若干指定境外資產的額外擔保及現金歸集安排。強制轉換債券將不會由任何抵押品提供擔保。

控股股東支持

為支持該方案，曾寶寶小姐（「**控股股東**」）及／或其他訂約方（視情況而定）將直接或間接向本公司注資或促成注資6,000,000美元作為股東貸款（「**新股東貸款**」），以在各種情況下按照及受限於條款書所協定的條款為與建議重組有關的費用及開支提供資金。

新股東貸款將為無抵押、無固定到期日且按合理利率（其將介乎年利率5%至8%）計息，且償付順序將次於現有票據、短期票據、長期票據及強制轉換債券，惟僅當本公司以現金支付應付短期票據及長期票據持有人的所有現金利息時，方可以現金支付新股東貸款利息。

股東貸款債轉股

於重組生效日期，股東貸款項下所有未償還本金金額（按適用固定匯率（如適用）轉換）將按相等於每股0.30港元的價格轉換為本公司新發行普通股（「**控股股東股份**」）。

為免生疑問，股東貸款之所有應計但未付利息（包括違約利息）將於重組生效日期時獲豁免，且不會計入轉換為控股股東股份的範圍。

完成股東貸款債轉股、債轉股1及債轉股2須符合（其中包括）上市規則之適用規定及聯交所批准控股股東股份及計劃債權人股份上市及買賣。

重組生效日期

除根據就該計劃編製之文件（「**計劃文件**」）之條款延長外，重組生效日期（「**重組生效日期**」）須於建議重組之所有先決條件獲達成或豁免後五個營業日內，在合理可行之情況下盡快落實。

於重組生效日期，（其中包括）：

- (a) 控股股東股份將由本公司根據股東貸款債轉股之條款發行及登記；
- (b) 計劃債權人股份將首先於重組生效日期以實物股票形式發行予Euroclear及Clearstream的當地存管機構，其將分別於隨後安排將實物股票非實物化，並於重組生效日期後在實際可行情況下盡快以非實物化形式交付至計劃債權人特定或指定的證券賬戶，且分別按照計劃文件進行；
- (c) 短期票據、長期票據及強制轉換債券將由本公司根據計劃文件之條款發行；及
- (d) 現有債務工具將全數交換為重組對價，而於該交換後，所有未償還的現有債務工具將被註銷，而與現有債務工具有關的所有擔保及抵押（如有）將獲全面解除及撤銷。

重組支持協議

根據重組支持協議，自重組支持協議之條文根據其項下條款生效日期起（「**生效時間**」），各參與債權人（「**參與債權人**」）將應動用其於現有債務工具（「**參與債務**」）中的實益權益（或就額外現有債務工具而言，其法定及實益權益），以投票贊成並全力支持建議重組及符合重組支持協議所載之條款及條件的該計劃。

該等條文包括各參與債權人承諾，自生效時間起不出售、轉讓或以其他方式處置參與債務的權益或指示代表其持有參與債務權益的任何賬戶持有人或中介人出售、轉讓或以其他方式處置該參與債權人購買或以其他方式獲得的全部或部分參與債務，除非該轉讓乃根據重組支持協議的轉讓條文進行。

於生效時間及自生效時間起：

(a) 本公司承諾（其中包括）：

- (i) 於合理可行情況下盡快採取一切合理必要的行動，以支持、促進、實施或以其他方式落實建議重組（前提是有關行動於所有重大方面均符合條款書）；
- (ii) 以重組支持協議及條款書擬定的方式及於重大方面按照重組支持協議及條款書所載的條款及條件實施建議重組及該計劃；及
- (iii) 採取一切合理必要行動，以確保(i)該計劃的生效日期實現及(ii)重組生效日期在該計劃生效日期落實後儘快落實；

(b) 各參與債權人承諾 (其中包括)：

- (i) 在合理可行的情況下，盡快盡一切商業上合理的努力，以支持、促進、實施或以其他方式實施建議重組 (前提為該等行動在所有重大方面均與條款書一致)；
- (ii) 在任何適用期限內，就其擁有實益權益 (或就額外現有債務工具而言，其法定及實益權益) 的所有參與債務 (作為本金)，誠實地採取一切必要行動，以投票及交付任何委託書、指示、指令或同意書，包括 (但不限於) 就其於相關截止日期擁有實益權益 (或就額外現有債務工具而言，其法定及實益權益) 之所有參與債務 (作為本金) 之未償還本金總額投票贊成每項該計劃；及
- (iii) 不反對或以其他方式反對該計劃，或以其他方式展開、加入、支持或協助任何程序，以反對或更改本公司就確認建議重組而提交的任何重組文件，在各情況下，前提為建議重組、該計劃及任何重組文件在所有重大方面均與條款書所載條款一致。

同意費

費用分為兩級：(a) 提早同意費 (定義見下文)，適用於在本公告日期起二十個營業日 (即2025年9月3日) (或本公司可能通知重組支持協議各方的有關較後日期及時間) (「**提早同意費截止時間**」) 前加入重組支持協議的債權人；及 (b) 一般同意費 (定義見下文)，適用於在本公告日期起三十個營業日 (即2025年9月17日) (或本公司可能通知重組支持協議各方的有關較後日期及時間) (「**一般同意費截止時間**」) 前加入重組支持協議的債權人。

提早同意費

本公司須根據重組支持協議之條款支付或促使支付同意費（「**提早同意費**」），金額相當於參與債權人在提早同意費截止日期持有的提早合資格參與債務（定義見重組支持協議）未償還本金總額的0.1%。提早同意費可以(i)按股價每股0.10港元發行的本公司普通股（將於重組生效日期以實物股票形式首先發行予Euroclear及Clearstream的當地存管機構，其將分別於隨後安排將實物股票非實物化，並於重組生效日期後在實際可行情況下盡快以非實物化形式交付至計劃債權人特定或指定的證券賬戶），或(ii)根據重組支持協議條款由參與債權人選擇的短期票據形式支付。

一般同意費

本公司須根據重組支持協議之條款支付或促使支付同意費（「**一般同意費**」），金額相當於參與債權人在一般同意費截止日期持有的一般合資格參與債務（定義見重組支持協議）未償還本金總額的0.1%。一般同意費以短期票據形式支付。

邀請加入重組支持協議

本公司邀請現有債務工具的其他債權人加入，以透過加入重組支持協議實施建議重組。其他債權人可以透過交易網站向資訊代理提交一份已妥為填寫並簽署的加入書。資訊代理亦可解答任何與該流程有關的疑問（聯絡方式請見本公告底部）。

為免生疑問，已有效加入日期為2023年1月13日及／或2024年4月29日的重組支持協議的參與債權人必須加入重組支持協議，方有資格獲得提早同意費或一般同意費。

3. 加入重組支持協議

資訊代理

D.F. King Ltd. (「**DF King**」)作為資訊代理(「**資訊代理**」)，將負責接收及處理加入函件、參與債務通知及轉讓通知(全部定義見重組支持協議)、分發加入代碼(定義見重組支持協議)，並監督參與債權人持有現有債務工具的證據。自2025年8月4日(星期一)起，可於<https://clients.dfkingltd.com/fantasia>的交易網站上查閱重組支持協議(包括條款書)。資訊代理的聯絡資料如下：

交易網站：

地址：香港皇后大道中28號中匯大廈16樓1601室

電話：+852 5803 1716 (香港)／+44 20 4578 1565 (英國)

電郵：fantasia@dfkingltd.com

索取進一步資料

計劃債權人任何索取該方案進一步資料的要求可發送至本公司財務顧問或債權人特設小組之財務顧問：

安邁融資顧問有限公司，作為本公司重組財務顧問

香港中環雪廠街2號

聖佐治大廈4樓405-7室

電郵：fantasia@alvarezandmarsal.com

PJT Partners (HK) Limited，作為債權人特設小組之重組財務顧問

香港中環金融街8號

國際金融中心二期3609-11室

電郵：projectsling@pjtpartners.com

4. 一般事項

本公司相信，考慮到中國物業市場的預期狀況及本公司的現金流量狀況，該方案為就債務作出妥協安排的合理實際解決方案。本公司認為，實施該方案將令本公司能夠全面改善其資本結構，讓本公司能夠更好地管理其營運，並為其持份者（包括其境外債權人）帶來長期價值。

該方案須待計劃債權人接受並在符合適用法律及法規以及上市規則的情況下，方可作實，且可能會或可能不會以其原先形式進行。股東及其他投資者於買賣本公司證券時務請審慎行事。如有疑問，股東和其他投資者務請向彼等各自的專業或財務顧問尋求專業意見。

本公司將適時另行刊發公告，以知會本公司股東及其他投資者有關該方案的任何重大發展情況。

承董事會命
花樣年控股集團有限公司
主席
程建麗

香港，2025年8月4日

於本公告日期，本公司執行董事為程建麗女士、Timothy David Gildner先生及林志鋒先生；本公司非執行董事為曾寶寶小姐及蘇波宇先生；及本公司獨立非執行董事為梁耀祖先生、郭少牧先生及馬有恒先生。

Fantasia Holdings Group Co., Limited

Restructuring Term Sheet

Subject to Contract

*This term sheet (the “**Term Sheet**”) sets forth certain material terms and conditions in connection with the proposed restructuring (the “**Proposed Restructuring**”) of the Existing Notes (as defined below) and Additional Existing Indebtedness (as defined below) of Fantasia Holdings Group Co., Limited.*

This Term Sheet is a summary only and does not purport to be a comprehensive or exhaustive statement of the requirements of the parties or information relating to the Proposed Restructuring. For the avoidance of doubt, this Term Sheet is indicative only, does not constitute an offer or agreement to complete the Proposed Restructuring and is not legally binding. This Term Sheet remains subject to (among other things) contract and nothing herein shall amend any term of the Existing Debt Instruments (as defined below) or constitute a waiver of any right of any party thereunder. Should the discussions between the parties result in a decision to proceed with the Proposed Restructuring, the parties shall do so only pursuant to the terms of definitive agreements to be negotiated, executed and delivered in form and substance satisfactory to each party.

*This Term Sheet will be appended to a restructuring support agreement (the “**RSA**”), which will be binding on Participating Creditors who choose to accede to its terms. The RSA requires, inter alia, that Participating Creditors give undertakings to support the Proposed Restructuring. Capitalised terms used herein and not defined in this Term Sheet shall have the same meanings ascribed to them in the RSA.*

This Term Sheet does not constitute an offer to sell or a solicitation of an offer to buy any securities in the United States or any other jurisdiction. No securities may be offered or sold in the United States absent registration or an applicable exemption from registration requirements. Any public offering of securities to be made in the United States will be made by means of a prospectus. Such prospectus will contain detailed information about the Company and its management, as well as financial statements. No public offer of securities is to be made by the Company or any of the Subsidiary Guarantors (as defined below) in the United States.

This Term Sheet is not a prospectus for the purposes of Regulation (EU) 2017/1129, including as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended by the European Union (Withdrawal Agreement) Act 2020.

General Information	
Company	Fantasia Holdings Group Co., Limited, an exempted company incorporated in the Cayman Islands with limited liability
Group	The Company and its subsidiaries
Existing Notes	<p>All of the following notes are governed by New York law, issued by the Company and unconditionally and irrevocably guaranteed (the “Existing Guarantees”) by the Subsidiary Guarantors (collectively, the “Existing Notes”):</p> <ul style="list-style-type: none">• The 7.375% senior notes due October 4, 2021 (the “Existing October 2021 Notes”) (ISIN: XS1498418224, common code:

	<p>149841822). As of the date of this Term Sheet, the aggregate principal amount of the Existing October 2021 Notes outstanding is US\$205,656,000;</p> <ul style="list-style-type: none"> • The 6.95% senior notes due December 17, 2021 (the “Existing First December 2021 Notes”) (ISIN: XS2275739378, Common Code: 227573937). As of the date of this Term Sheet, the aggregate principal amount of the Existing First December 2021 Notes outstanding is US\$249,500,000; • The 15.0% senior notes due December 18, 2021 (the “Existing Second December 2021 Notes”) (ISIN: XS1924249680, Common Code: 192424968). As of the date of this Term Sheet, the aggregate principal amount of the Existing Second December 2021 Notes outstanding is US\$299,000,000; • The 14.5% senior notes due March 17, 2022 (the “Existing March 2022 Notes”) (ISIN: XS2321397734, common code: 232139773). As of the date of this Term Sheet, the aggregate principal amount of the Existing March 2022 Notes outstanding is US\$50,000,000; • The 11.75% senior notes due April 17, 2022 (the “Existing April 2022 Notes”) (ISIN: XS1982124239, Common Code: 198212423). As of the date of this Term Sheet, the aggregate principal amount of the Existing April 2022 Notes outstanding is US\$297,500,000; • The 7.95% senior notes due July 5, 2022 (the “Existing July 2022 Notes”) (ISIN: XS1640676885, common code: 164067688). As of the date of this Term Sheet, the aggregate principal amount of the Existing July 2022 Notes outstanding is US\$498,750,000; • The 12.25% senior notes due October 18, 2022 (the “Existing October 2022 Notes”) (ISIN: XS2030329358, Common Code: 203032935). As of the date of this Term Sheet, the aggregate principal amount of the Existing October 2022 Notes outstanding is US\$350,000,000; • The 10.875% senior notes due January 9, 2023 (the “Existing January 2023 Notes”) (ISIN: XS2100005771, Common Code: 210000577). As of the date of this Term Sheet, the aggregate principal amount of the Existing January 2023 Notes outstanding is US\$446,350,000; • The 11.875% senior notes due June 1, 2023 (the “Existing June 2023 Notes”) (ISIN: XS2181037230, Common Code: 218103723). As of the date of this Term Sheet, the aggregate principal amount of the Existing June 2023 Notes outstanding is US\$542,000,000;
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<ul style="list-style-type: none"> • The 9.25% senior notes due July 28, 2023 (the “Existing July 2023 Notes”) (ISIN: XS2210790783, Common Code: 221079078). As of the date of this Term Sheet, the aggregate principal amount of the Existing July 2023 Notes outstanding is US\$343,500,000; • The 9.875% senior notes due October 19, 2023 (the “Existing October 2023 Notes”) (ISIN: XS2245488262, Common Code: 224548826). As of the date of this Term Sheet, the aggregate principal amount of the Existing October 2023 Notes outstanding is US\$304,500,000; • The 10.875% senior notes due March 2, 2024 (the “Existing March 2024 Notes”) (ISIN: XS2306557401, Common Code: 230655740). As of the date of this Term Sheet, the aggregate principal amount of the Existing March 2024 Notes outstanding is US\$231,600,000; and • The 14.5% senior notes due June 25, 2024 (the “Existing June 2024 Notes”) (ISIN: XS2355049797, common code: 235504979). As of the date of this Term Sheet, the aggregate principal amount of the Existing June 2024 Notes outstanding is US\$200,000,000.
Additional Existing Indebtedness	<p>The Company may elect in its sole discretion that certain other financial indebtedness of the Company or any subsidiary of the Company (“Additional Existing Debt Instruments”, and together with the Existing Notes, the “Existing Debt Instruments”) is also subject to the Proposed Restructuring, provided that the total aggregate principal amount of the Additional Existing Debt Instruments subject to the Proposed Restructuring shall in any event be no more than US\$900,000,000.</p>
Scheme Creditors (and each, a Scheme Creditor)	<p>The persons holding beneficial interests (or, with respect to Additional Existing Debt Instruments, legal and beneficial interests) as principal in any of the Existing Debt Instruments as at the Record Time.</p> <p>“Record Time” means the time designated by the Company for the determination of the claims of the Scheme Creditors for the purposes of voting at the meetings of the creditors of the Company whose claims against the Company are (or will be) the subject of the Schemes to vote on the Schemes convened pursuant to orders of the court(s) (and any adjournment of such meetings).</p>
Ad Hoc Group	<p>The ad hoc group of holders of the Existing Notes or investment managers or investment advisors to certain holders of the Existing Notes as constituted from time to time who are advised by the Ad Hoc Group’s advisors and which members, as of the date of this Term Sheet, are listed in Schedule 1 (<i>Ad Hoc Group</i>).</p>

Term Sheet Governing Law	<p>This Term Sheet will be governed by, and construed in accordance with, the laws of Hong Kong.</p> <p>The courts of Hong Kong shall have exclusive jurisdiction to settle any disputes that may arise out of, or in connection with, this Term Sheet.</p>
Proposed New Money	
New Money	<p>Ms. Zeng Jie Baby (“Controlling Shareholder”) and/or other parties (as the case may be) shall, directly or indirectly, inject or procure an injection of US\$6,000,000 (“New Money”) as shareholder loan (“New Shareholder Loan”) into the Company to fund the Fees and Expenses (as defined below).</p> <p>The New Shareholder Loan shall be unsecured with no fixed maturity date and at reasonable interest rate (which shall be within the range of 5% to 8% per annum), and shall be subordinated in right of payment to the Existing Notes, the Short Term Notes, the Long Term Notes and the MCBs, provided that interest may be paid on the New Shareholder Loan in cash only if the Company has paid in cash all cash interest due to the holders of the Short Term Notes and the Long Term Notes.</p>
Proposed Restructuring of the Existing Debt Instruments	
Proposed Restructuring	<p>The Proposed Restructuring is expected to involve a compromise of all claims against (among others) the Company, the Subsidiary Guarantors and their respective subsidiaries, shareholders, officers, directors, advisors, representatives and office-holders under or in connection with the Existing Debt Instruments, the Existing Guarantees, the indentures governing the Existing Notes (the “Existing Notes Indentures”) and the finance documents governing the Additional Existing Debt Instruments in exchange for the Restructuring Consideration (as defined below) in accordance with the terms of the composite documents to be circulated by the Company to the Scheme Creditors in relation to the Schemes (which will include (among other things) an explanatory statement and the terms of the Schemes (the “Scheme Documents”)).</p> <p>The Company intends to implement the Proposed Restructuring through a court sanctioned scheme of arrangement in Hong Kong in conjunction, where necessary or desirable as determined by the Company, with appropriate Cross-border Recognition in other relevant jurisdictions and/or by way of a parallel scheme of arrangement in the Cayman Islands where considered necessary or appropriate in accordance with the terms of the RSA (the “Schemes”).</p> <p>“Cross-Border Recognition” means the recognition of the Hong Kong</p>

	<p>Scheme in another jurisdiction, whether under applicable laws relating to bankruptcy, liquidation, insolvency, reorganisation, winding-up, or composition or adjustment of debts or similar law, international principles of judicial comity, law, enactment or other regulation howsoever including an application under Chapter 15 or similar process and any ancillary compromise or scheme of arrangement in any other jurisdiction.</p>
Support for Restructuring	<p>Subject to the Limitations (as defined below) and the terms of the RSA, the Company and each Participating Creditor intend to, with respect to the Existing Debt Instruments:</p> <ul style="list-style-type: none"> (a) assist, cooperate and take all steps as may be necessary or desirable to implement or consummate the Proposed Restructuring in a timely manner (including entering into the RSA to be negotiated, agreed, executed and delivered by the Company and each Original Participating Noteholder as soon as reasonably practicable, which is to be circulated to all holders of the Existing Debt Instruments); (b) not take, encourage, assist or support (or procure that any other person takes, encourages, assists or supports) any action which would, or would reasonably be expected to, breach or be inconsistent with this Term Sheet taken as a whole, or delay, impede or prevent the implementation or consummation of the Proposed Restructuring; (c) in the case of: <ul style="list-style-type: none"> (i) the Company, procure that each member of the Group does the same in respect of (a) and (b) above; and (ii) each Participating Creditor, use reasonable endeavours to procure that any of its affiliates and/or funds which holds any Existing Debt Instrument does the same in respect of (a) and (b) above; (d) not solicit, encourage, discuss, facilitate, consent to or enter into any proposal or transaction for the acquisition of or financial restructuring with respect to the Existing Debt Instruments other than the Proposed Restructuring; and (e) in the case of each Participating Creditor, provide reasonable assistance to the Company or any subsidiary of the Company (in each case, at the Company's cost) in defending against any adverse action taken by another creditor which may delay, impede or prevent the implementation or consummation of the Proposed Restructuring, including: (i) confirming that such Participating Creditor supports the Proposed Restructuring; and (ii) preparing and filing any submission or appearing at any court proceeding which is reasonably requested by the Company and is necessary or desirable to support, facilitate, implement, consummate or

	otherwise give effect to the Proposed Restructuring.
Limitations	<p>Nothing in this Term Sheet shall:</p> <ul style="list-style-type: none"> (a) require either the Company or any Participating Creditor (or any of their, and/or their respective managers' or investment advisors', respective affiliates or funds) to take any action which would breach any legal or regulatory requirement beyond their control or any order or direction of any relevant court or governmental body and which impediment cannot be avoided or removed by taking reasonable steps; (b) restrict, or attempt to restrict, any officer of the Company or its subsidiaries from complying with any legal or fiduciary duty or obligation to commence insolvency proceedings in respect of that entity; (c) require the Company or any Participating Creditor (or any of their, and/or their respective managers' or investment advisors', respective affiliates or funds) to make any payment or incur or take any action that would result in it incurring any out-of-pocket expense or other financial obligation (unless such payments, expenses and/or other obligations are prefunded by the Company in accordance with the RSA) or to incur any liability to any person other than as expressly set out in this Term Sheet; or (d) require the Company or any Participating Creditor (or any of their, and/or their respective managers' or investment advisors', respective affiliates or funds) to make any additional equity or debt financing available to any member of the Group other than as expressly set out in this Term Sheet.
Reference Date	31 December 2025, regardless of when RED occurs.
Accrued but unpaid interest	All accrued but unpaid interest (including default interest) outstanding on the Existing Debt Instruments (the " Waived Interest ") shall be waived on the RED and shall not be included for the purposes of calculating and determining the Restructuring Consideration entitlement amount of the Scheme Creditors' Claims.
Scheme Creditors' Voting Claims	<p>The sum of:</p> <ul style="list-style-type: none"> (a) the outstanding principal amount of the Existing Notes held by the Scheme Creditors at the Record Time (the "Existing Notes Scheme Creditors' Principal Amount", and with respect to each Scheme Creditor (as applicable), the "Existing Notes Scheme Creditor Principal Amount"); (b) the outstanding principal amount of the Additional Existing

	<p>Debt Instruments held by the Scheme Creditors at the Record Time (the “Additional Existing Debt Instruments Scheme Creditors’ Principal Amount”, and with respect to each Scheme Creditor (as applicable), the “Additional Existing Debt Instruments Scheme Creditor Principal Amount” and together with the Existing Notes Scheme Creditor Principal Amount, the “Existing Debt Instruments Scheme Creditor Principal Amount” and the amount collectively held by the Scheme Creditors at the Record Time, the “Existing Debt Instruments Scheme Creditors’ Principal Amount”);</p> <p>(c) all accrued and unpaid interest (including any default interest or other special interests or fees) on such Existing Debt Instruments as at the Record Time; and</p> <p>(d) any other claim or liability arising, directly or indirectly, in relation to, or arising out of or in connection with, the documentation for the Existing Debt Instruments, as at the Record Time,</p> <p>in each case, converted, where relevant, from HK\$ to US\$ at a rate of 7.80:1 and from RMB to US\$ at a rate of 7.20:1 (such conversion rates being, the “Fixed Exchange Rates”).</p>
Scheme Creditors’ Claims	<p>The sum of:</p> <p>(a) the Existing Notes Scheme Creditors’ Principal Amount at the Record Time; and</p> <p>(b) the Additional Existing Debt Instruments Scheme Creditors’ Principal Amount at the Record Time,</p> <p>in each case, converted, where relevant, at the applicable Fixed Exchange Rates,</p> <p>(the above in aggregate, the “Scheme Creditors’ Claims” and with respect to each Scheme Creditor (as applicable), the “Scheme Creditor’s Claims”).</p>
Restructuring Consideration	<p>With respect to its entire Scheme Creditor’s Claims, each Scheme Creditor may elect to receive for such entire Scheme Creditor’s Claims, or divide such Scheme Creditor’s Claims into several portions and for each portion elect and receive, any of or any combination of the options below (each an “Option”, and collectively, the “Options”):</p> <p>Option 1 – which consists of the Short Term Notes and the MCBs (each as defined below)</p> <p>Option 2 – which consists of the Long Term Notes and Scheme</p>

Creditor Shares issued pursuant to the Debt for Equity Swap 1 (each as defined below)

Option 3 – which consists of the Scheme Creditor Shares issued pursuant to the Debt for Equity Swap 2 (each as defined below)

Allocation in the event of a Non-Election

A Scheme Creditor who does not make any election in respect of its Scheme Creditor's Claims or any portion of its Scheme Creditor's Claims will, subject to the reallocation mechanism as set forth below, be allocated Option 3 for its Scheme Creditor's Claims or such portion of its Scheme Creditor's Claims.

Options Size Cap

Each Option is subject to a cap (the "**Size Cap**"), as set out below, to which all Scheme Creditors' Claims are subject.

Option	Size Cap
Option 1	US\$2,600 million multiplied by the Scaling Factor
Option 2	US\$1,400 million multiplied by the Scaling Factor
Option 3	US\$830 million multiplied by the Scaling Factor

"**Scaling Factor**" means, the number expressed as a fraction, equal to the (A) aggregate amount of total Scheme Creditors' Claims divided by (B) US\$4830 million.

For the avoidance of doubt, any Short Term Notes to be issued to the Scheme Creditors for payment of the Early Consent Fee, the General Consent Fee and the AHG Work Fee (as applicable) shall not reduce or be counted towards the Size Cap of Option 1 and will be in addition to the amount of Short Term Notes to be issued to the Scheme Creditors who elected (or were reallocated to) Option 1 pursuant to the above.

Reallocation in the event of oversubscription of any Option

To the extent that elections are made (and in the case of Option 3,

	<p>including such amounts of Scheme Creditors' Claims allocated to Option 3 due to a non-election (a "Deemed Election") exceeding the relevant Size Cap for any particular Option, Scheme Creditors who elected that Option (and in the case of Option 3, including a Deemed Election) will receive the Restructuring Consideration for that Option on a <i>pro rata</i> basis up to the Size Cap, with the excess Scheme Creditors' Claims automatically reallocated to the other Options to the extent of any Remaining Cap in such other Option(s). The excess Scheme Creditor Claims will be reallocated on a <i>pro rata</i> basis to the Remaining Cap of such other Options.</p> <p>"Remaining Cap", in respect of any Option, means the greater of (a) zero and (b) (i) its Size Cap minus (ii) the amount of Scheme Creditors' Claims that elected for such Option.</p>
Option 1	<p>For every US\$1 of Scheme Creditors' Claims which elected (and/or were reallocated to) Option 1, the Restructuring Consideration to be received by such Scheme Creditor include:</p> <ol style="list-style-type: none"> 1. short term notes (the "Short Term Notes") in a principal amount equal to US\$0.25 and on the terms as set forth in the section entitled "<i>Principal Terms of the Short Term Notes</i>"; and 2. mandatory convertible bonds that are convertible into ordinary shares of the Company (the "MCBs") in a principal amount equal to US\$0.20 and on the terms as set forth in the section entitled "<i>Principal Terms of the MCBs</i>".
Option 2	<p>For every US\$1 of Scheme Creditors' Claims which elected (and/or were reallocated to) Option 2, the Restructuring Consideration to be received by such Scheme Creditor include:</p> <ol style="list-style-type: none"> 1. long term notes (the "Long Term Notes") in a principal amount equal to US\$0.60 and on the terms as set forth in the section entitled "<i>Principal Terms of the Long Term Notes</i>"; and 2. an amount of ordinary shares of the Company equal to (i) US\$0.15 (converted at the relevant Fixed Exchange Rate) divided by (ii) HK\$1.52 (the "Debt for Equity Swap 1").
Option 3	<p>For every US\$1 of Scheme Creditors' Claims which elected (and/or were reallocated to) Option 3, the Restructuring Consideration to be received by such Scheme Creditor shall consist of an amount of</p>

	<p>ordinary shares of the Company equal to (i) US\$1 (converted at the Fixed Exchange Rate)) divided by (ii) HK\$1.52 (the “Debt for Equity Swap 2”).</p> <p>The ordinary shares of the Company to be issued to the Scheme Creditors under the Debt for Equity Swap 2 and the Debt for Equity Swap 1 and as Early Consent Fee (as applicable) are, collectively, the “Scheme Creditor Shares”.</p>
Scheme Creditors Shares and AHG Work Fee (Shares) – Form of Delivery	<p>All Scheme Creditor Shares and AHG Work Fee (Shares) shall be delivered exclusively in dematerialised form to the Scheme Creditors and/or the Ad Hoc Group (as applicable) as soon as practicable after RED. The Company shall ensure that such Scheme Creditor Shares and AHG Work Fee (Shares) are first issued to the local depositaries of Euroclear and Clearstream in scrip form on RED, which will respectively thereafter arrange for the scrip shares, via their local depositaries, to be dematerialised following which the dematerialised shares are credited to the respective securities accounts of the Scheme Creditors and/or the Ad Hoc Group members (as applicable) maintained with the relevant securities depository or clearing system (e.g., the Central Clearing and Settlement System operated by the Hong Kong Securities Clearing Company Limited) or any other depository as required by applicable laws and the rules of HKEX.</p> <p>The Company shall be responsible for undertaking and completing, at its own cost, all necessary actions and procedures to effect the dematerialisation, registration and distribution of all dematerialised Scheme Creditor Shares and AHG Work Fee (Shares) to the Scheme Creditors and/or the Ad Hoc Group (as applicable), including but not limited to coordinating with the share registrar, the relevant local depositaries of the clearing systems and/or depository participants and the HKEX.</p>
Shareholder Loans Debt to Equity Swap	<p>All outstanding principal amount under the Shareholder Loans (converted at the applicable Fixed Exchange Rate, where relevant) shall be converted into newly issued ordinary shares of the Company at a price equal to HK\$0.30 per share (the “Controlling Shareholder Shares,” and together with the Scheme Creditor Shares and the AHG Work Fee (Shares), the “New Shares”).</p> <p>For the avoidance of doubt, all accrued but unpaid interest (including default interest) outstanding on the Shareholder Loans shall be waived on the RED and shall not be included for purposes of conversion into</p>

[illegible]

“**Shareholder Loans**” means all of the following:

	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
--	-----------------------------------------------------

	[REDACTED]
	[REDACTED]

	<p>The consummation of the Debt for Equity Swaps will be subject to, among others, the applicable requirements of the Rules (“Listing Rules”) Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (“Stock Exchange”) and the Stock Exchange’s approvals for the listing of and permission to deal in the New Shares.</p> <p>“Debt for Equity Swaps” means the Shareholder Loans Debt to Equity Swap, Debt for Equity Swap 1 and Debt for Equity Swap 2.</p>
Conditions Precedent	<p>Each of the following are conditions precedent to the RED:</p> <ul style="list-style-type: none"> (a) provision of the New Money to the Company to fund the Fees and Expenses; (b) the delivery by the relevant members of the Group of corporate authorisations in respect of the Proposed Restructuring and their entry into the Restructuring Documents to which they are a party; (c) the obtaining of all relevant regulatory approvals or other consents (including, without limitation, (a)(i) registration with the National Development and Reform Commission of the PRC (the “NDRC”) or (ii) evidence of submission of application to the NDRC for registration and the issuance of written confirmation from the NDRC indicating that registration is unnecessary or not required under the applicable laws and/or regulations, (b) delivery of relevant court orders in respect of the Schemes, (c) shareholders’ approval in relation to the MCBs and the New Shares to be issued pursuant to the Proposed Restructuring and (d) the Stock Exchange’s approvals for the listing of and permission to deal in the New Shares); (d) in respect of the MCBs and the New Shares to be issued pursuant to the Proposed Restructuring, delivery of a legal memorandum by the Company’s legal adviser in the PRC to the Ad Hoc Group and (in the case of the MCBs) trustee and agents confirming that the Company is eligible to issue the MCBs and the New Shares pursuant to the Proposed Restructuring pursuant to 境內企業境外發行證券和上市管理試行辦法 (the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies) of the China Securities Regulatory Commission; (e) the settlement in full of all Fees and Expenses and professional fees payable either before or at the time of the closing of any

	<p>transaction in relation to the Existing Debt Instruments (including the Proposed Restructuring), under contracts or other arrangements entered into by the Company with the existing financial or legal advisers or other professional parties for their services rendered in relation to the Proposed Restructuring;</p> <p>(f) the appointment of the AHG Director (as defined below), provided that the candidate(s) for such directorship has been nominated at least one month prior to the RED;</p> <p>(g) the receipt of approval in principle for the listing of the Short Term Notes, the Long Term Notes and the MCBs;</p> <p>(h) the receipt of all relevant approval in principle and completion of all relevant issuance, registration and related procedures in order for the Scheme Creditor Shares and AHG Work Fee (Shares) to be first issued to the local depositaries of Euroclear and Clearstream in scrip form on the RED, which will respectively thereafter arrange for the scrip shares to be dematerialised and delivered to the Scheme Creditors and/or the Ad Hoc Group (as applicable) in dematerialised form as soon as practicable following the RED;</p> <p>(i) the establishment of the Offshore Secured Accounts and the Onshore Secured Account within 120 calendar days following the date of the RSA, and such accounts remaining active;</p> <p>(j) the deposit of an amount equal to 100% of (x) the [REDACTED] Net Consideration of any [REDACTED] Sale consummated and (y) any [REDACTED] Share Distributions received, in each case, prior to RED into the [REDACTED] Secured Account;</p> <p>(k) the deposit of an amount equal to 40% of the Net Consideration of any Specified Asset Sale consummated prior to RED into the Onshore Secured Account (provided that the Remittance Conditions are satisfied);</p> <p>(l) each Restructuring Document being in Agreed Form;</p> <p>(m) compliance by the Company with the terms of this Term Sheet in all material aspects; and</p> <p>(n) the satisfaction of all (or waiver, if any, of) each of the other conditions precedent contained in the Restructuring Documents.</p> <p>For the avoidance of doubt, as part of the steps to be taken by the Company following the issuance of the MCBs and the New Shares on the RED, the Company shall arrange for the submission of the requisite notification by or on its behalf regarding the completion of the issuance of the New Shares under the Proposed Restructuring and the MCBs with the China Securities Regulatory Commission, in each of the</p>
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>foregoing cases in form and substance satisfactory to the Ad Hoc Group.</p> <p>“Offshore Secured Accounts” means the Specified Assets Secured Account and the [REDACTED] Secured Account (each as defined below).</p>
<p>Restructuring Effective Date (“RED”)</p>	<p>The RED shall occur as soon as reasonably practicable and in any event within five Business Days of all of the Conditions Precedent being satisfied (or waived), unless extended in accordance with the terms of the Scheme Documents.</p> <p>On the RED,</p> <ul style="list-style-type: none"> (a) Controlling Shareholder Shares shall be issued and registered by the Company in accordance with the terms of the Shareholder Loans Debt to Equity Swap; (b) the Scheme Creditor Shares shall be first issued to the local depositaries of Euroclear and Clearstream in scrip form on the RED, which will respectively thereafter arrange for the scrip shares to be dematerialised and delivered in dematerialised form to such securities account(s) in such manner as the Scheme Creditors specify or designate as soon as practicable following the RED, in each case, in accordance with the Scheme Documents; (c) the AHG Work Fee (Shares) shall be first issued to the local depositaries of Euroclear and Clearstream in scrip form on the RED, which will respectively thereafter arrange for the scrip shares to be dematerialised and delivered in dematerialised form to the relevant securities account(s) of the members of the Ad Hoc Group as soon as practicable following the RED, in each case, in accordance with the terms of the AHG Work Fee Letter; (d) the Short Term Notes, Long Term Notes and the MCBs shall be issued by the Company in accordance with the terms of the Scheme Documents; (e) the Existing Debt Instruments shall be exchanged in full for the Restructuring Consideration and following such exchange, all outstanding Existing Debt Instruments shall be cancelled and all guarantees and security (if any) in connection with the Existing Debt Instruments will be fully released and extinguished; and (f) in connection with limb (e), a full release and discharge of the following persons in connection with the Existing Debt Instruments and the negotiation, preparation, execution,

	<p>sanction and/or implementation of the Proposed Restructuring (save in the case of wilful misconduct, gross negligence or fraud):</p> <p>(i) the Obligors and their advisers;</p> <p>(ii) the administrative parties in respect of the Existing Debt Instruments;</p> <p>(iii) the directors / managers / officers (or equivalent) of the Obligors (provided that the releases shall not apply to any claim or liability against any of these parties for breach of director's duties or malfeasance arising from or relating to actions which are not in connection with the negotiation, preparation, execution, sanction or implementation of the Proposed Restructuring); and</p> <p>(iv) the Ad Hoc Group and its advisers.</p>
Fees and Expenses	<p>Early Consent Fee: The Company shall pay or procure the payment of a consent fee in an amount equal to 0.1% of the aggregate outstanding principal amount of the Early Eligible Participating Debt held by each Participating Creditor as at the Early Consent Fee Deadline in accordance with the terms of the RSA. The Early Consent Fee is payable in either (i) ordinary shares in the Company and will be issued at a share price of HK\$0.10 per share (to be first issued to the local depositaries of Euroclear and Clearstream in scrip form on the RED, which will respectively thereafter arrange for the scrip shares to be dematerialised and delivered in dematerialised form to such securities account(s) in such manner as the Scheme Creditors specify or designate as soon as practicable following the RED) or (ii) in the form of Short Term Notes, at the election of the Participating Creditor.</p> <p>General Consent Fee: The Company shall pay or procure the payment of a consent fee in an amount equal to 0.1% of the aggregate outstanding principal amount of the General Eligible Participating Debt held by each Participating Creditor as at the General Consent Fee Deadline in accordance with the terms of the RSA. The General Consent Fee is payable in the form of Short Term Notes.</p> <p>Ad Hoc Group's Advisers' fees: The Company shall pay or procure the payment of the fees of the Ad Hoc Group's Advisers in accordance with the terms of the Ad Hoc Group's Advisers' Fee Letters.</p> <p>AHG Work Fee: The Company shall pay or procure the payment of the AHG Work Fee in accordance with the terms of the AHG Work Fee Letter.</p>

Principal Terms of the Short Term Notes <i>Terms not defined herein have the meanings set forth in the indenture governing the Short Term Notes (the “Short Term Notes Indenture”), which shall largely follow the meanings given to them in the Existing Notes Indentures, it being understood and agreed that the terms of the Short Term Notes Indenture other than those expressly specified below are subject to negotiation and may differ from those in the Existing Notes Indentures.</i>					
Company	Fantasia Holdings Group Co., Limited, an exempted company incorporated in the Cayman Islands with limited liability				
Original Issue Date	The RED				
Maturity	31 December 2031				
Guarantors	The same Subsidiary Guarantors (as defined in the Existing Notes Indentures) which guarantee the Existing Notes.				
Interest	<p>Interest on the outstanding principal amount of the Short Term Notes shall accrue from 31 December 2025 at 3.0% per annum, payable in the following manner:</p> <ul style="list-style-type: none"> • From and including 31 December 2025 to but excluding 31 December 2027, PIK interest semi-annually in arrear • From and including 31 December 2027 to but excluding 31 December 2028, (a) 2.50% p.a., semi-annual in arrear in cash with the ability for the Company to PIK; plus (b) 0.5% p.a, semi-annual in arrear in cash • From and including 31 December 2028 to but excluding 31 December 2029, (a) 2.00% p.a., semi-annual in arrear in cash with the ability for the Company to PIK; plus (b) 1.0% p.a, semi-annual in arrear in cash • From and including 31 December 2029 to but excluding 31 December 2031, 3.00% p.a, semi-annual in arrear in cash 				
Mandatory Redemption	<p>On each redemption date set forth below, the Company shall redeem at least the STN Minimum Principal Amount (as defined below) at a redemption price equal to 100% of the principal amount of the Short Term Notes thereof plus accrued and unpaid interest, if any, to (but excluding) the relevant STN Mandatory Redemption Date as set forth below:</p> <table border="1" data-bbox="502 1859 1184 2045"> <tr> <th>STN Mandatory Redemption Date</th><th>Required Principal Amount (on a cumulative basis)</th></tr> <tr> <td>31 December</td><td>20% of the original issue amount</td></tr> </table>	STN Mandatory Redemption Date	Required Principal Amount (on a cumulative basis)	31 December	20% of the original issue amount
STN Mandatory Redemption Date	Required Principal Amount (on a cumulative basis)				
31 December	20% of the original issue amount				

	2029	of the Short Term Notes
	31 December 2030	50% of the original issue amount of the Short Term Notes
	<p>“STN Minimum Principal Amount” means, with respect to any STN Mandatory Redemption Date, the greater of (a) zero and (b) an amount equivalent to (i) the Required Principal Amount set forth in the above table on the relevant STN Mandatory Redemption Date <i>minus</i> (ii) the aggregate principal amount of the Short Term Notes redeemed at par and on a pro rata basis in respect of all Short Term Notes then outstanding in accordance with the terms of the Short Term Notes Indenture, from the original issue date up to but excluding the relevant STN Mandatory Redemption Date.</p>	
Repurchase of Notes upon a Change of Control	<p>Upon a “Change of Control” (the definition of which will substantially follow those in the Existing Notes Indentures except to lower the minimum holding threshold of Permitted Holders from 40% to 15% in subparagraph (2) of “Change of Control” definition), the Company must make an offer to repurchase all Short Term Notes outstanding at a purchase price equal to 101% of their principal amount, plus accrued and unpaid interest, if any, to the date of repurchase.</p>	
Collateral	<ul style="list-style-type: none"> • The same collateral securing the Existing Notes; • First ranking security over all issued share capital of [REDACTED] [REDACTED]”) held by [REDACTED] [REDACTED]”) from time to time (the “[REDACTED] Shares”) (the security being the “[REDACTED] Share Security”); • First ranking security over the [REDACTED] Secured Account (as defined below); • First ranking security over the Specified Assets Secured Account (as defined below); and • First ranking security over the Onshore Secured Account (as defined below), <p>in each case, on terms to be agreed and specified in the Restructuring Documents. For the avoidance of doubt, the security documentation relating to the account charges over the Offshore Secured Accounts and Onshore Secured Account will include restrictions on withdrawals, subject to certain exceptions for withdrawals for application in accordance the Specified Asset Cash Sweep and [REDACTED] Cash Sweep (each as defined below).</p>	
Information Rights	<p>During the two-year period after the Original Issue Date, the Company</p>	

	<p>shall file with the Trustee and furnish to the Holders upon request:</p> <ul style="list-style-type: none"> (i) quarterly updates on the [REDACTED] Sale (as defined below); (ii) semi-annual updates (to be provided within three months after each relevant financial reporting period) on operating cashflow generated from (x) [REDACTED] (as defined below) and (y) the URPs; and (iii) the Group's onshore restructuring progress, <p>to the extent that such disclosure is not prohibited by applicable law or regulations or relevant judicial or governmental authorities or confidentiality provisions entered into in good faith (provided that if such disclosure would be so prohibited because it contains material non-public information, the Company shall publicly disclose promptly such material non-public information and file with the Trustee and furnish to the Holders upon request such quarterly updates). To the extent such disclosure is filed with the Trustee, the Trustee shall, upon written request of any Holder or beneficial owner of book-entry interests in the Short Term Notes, furnish such disclosure to such Holder or beneficial owner.</p> <p>"URPs" means the Specified Assets numbered 42 to 46 in Schedule 2 (<i>Specified Assets</i>).</p>
Specified Asset Cash Sweep	<p>The Company shall procure that an offshore bank account (the "Specified Assets Secured Account") and an onshore bank account (the "Onshore Secured Account") are each established by a member of the Group to be agreed between the Company and the Ad Hoc Group, within 120 calendar days from the date of the RSA, for the purpose of holding and ringfencing the cash sweep amounts generated under the Specified Asset Cash Sweep Undertakings.</p> <p>Specified Asset Cash Sweep Undertakings</p> <ul style="list-style-type: none"> (a) The Company shall procure and consummate the sales of the Specified Assets as soon as commercially practicable; (b) Upon consummation of any Specified Asset Sale, the Company shall deposit an amount equal to 40% of the Net Consideration into the Onshore Secured Account within five Business Days after satisfaction of the relevant Remittance Conditions to deposit such proceeds into the Onshore Secured Account. The Company shall carry out, or procure the relevant member of the Group to carry out, the Remittance Steps for the deposit of such proceeds into the Onshore Secured Account, provided that no member of the Group

	<p>shall have the obligation to carry out any of the Remittance Step(s) to the extent that and for such time as such Remittance Step(s) would not be in compliance with the Remittance Conditions;</p> <p>(c) The Company shall procure the relevant member(s) of the Group to carry out the Remittance Steps for onward remittance to the Specified Assets Secured Account within certain timeframes and subject to certain qualifications and parameters (which for the avoidance of doubt includes any local laws, regulations and governmental measures with respect to remittance of monies to outside of the PRC into the Specified Asset Secured Account) to be agreed with the Ad Hoc Group in the Restructuring Documents.</p> <p>(d) The Company may from time to time, and shall within a 30-day period after the date on which the balance of the Specified Assets Secured Account has exceeded a certain threshold to be agreed with the Ad Hoc Group, apply or procure the application of, all amount standing to credit in the Specified Assets Secured Account in the following manner (the “Specified Asset Cash Sweep”):</p> <ul style="list-style-type: none"> (i) to first (x) redeem the Short Term Notes at par plus accrued and unpaid interest from all holders of the Short Term Notes on a pro rata basis or (z) repurchase the Short Term Notes by way of an Offer to Purchase (as defined in the Short Term Notes Indenture); and (ii) if no Short Term Notes remain outstanding, to redeem and/or repurchase the Long Term Notes by way of an Offer to Purchase (as defined in the Long Term Notes Indenture); and <p>(e) Subject to certain exceptions to be agreed with the Ad Hoc Group in the Restructuring Documents, any Specified Asset Sale shall only be consummated if it is conducted on arm’s length basis and no less than the fair market value, and (i) 100% of the consideration received from such Specified Asset Sale consists of cash; or (ii) to the extent any portion of the consideration received from such Specified Asset Sale consists of non-cash consideration, such non-cash consideration shall form part of the Specified Assets,</p> <p>(the above are, collectively, the “Specified Asset Cash Sweep Undertakings”).</p> <p>Any Short Term Notes and/or Long Term Notes repurchased in accordance with the above shall be cancelled as soon as reasonably practicable.</p> <p>For the avoidance of doubt, any Specified Asset Sale consummated</p>
--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>prior to the RED shall also be subject to the Specified Asset Cash Sweep Undertakings (with the Net Consideration to be deposited into the Onshore Secured Account and/or Specified Assets Secured Account by RED (provided that the Remittance Conditions are satisfied)). Any breach of the Specified Asset Cash Sweep Undertakings shall constitute an Event of Default on terms to be agreed in the Restructuring Documents, and the Company shall be prohibited from (i) using the Net Consideration for any purpose other than those required by applicable laws, rules or regulations, government policies or implementation or other governmental measures (subject to parameters to be agreed between the Company and the Ad Hoc Group in the Short Term Notes Indenture); and (ii) making dividends and certain other types of Restricted Payments and Permitted Investments (each as defined in the Short Term Notes Indenture) to be agreed between the Company and the Ad Hoc Group and included in the Short Term Notes Indenture.</p> <p>“Specified Assets” means the investment properties and urban renewal projects as listed in Schedule 2 (<i>Specified Assets</i>).</p> <p>“Specified Asset Sale” means:</p> <ol style="list-style-type: none"> (1) any sale, transfer or disposal of any Specified Asset; and/or (2) any sale, transfer or disposal of any shares in any company that directly or indirectly holds any Specified Asset, <p>in each case of paragraphs (1) and (2) above, other than any such sale, transfer or disposal which will not result in a reduction of the Company’s overall legal and beneficial interest in such Specified Asset.</p> <p>“Net Consideration” means, with respect to any Specified Asset Sale, the gross cash proceeds of such Specified Asset Sale, net of the following (without any double counting and/or duplication of deduction):</p> <ol style="list-style-type: none"> (1) (in the case of a Specified Asset Sale by way of a sale, transfer or disposal of any shares in any Multi-Asset Company), a specified portion of the consideration of such Specified Asset Sale not attributable to the underlying Specified Assets based on an independent valuation method, in each case to be agreed with the Ad Hoc Group and set out in the Restructuring Documents; (2) brokerage commissions and other fees and expenses (including fees and expenses of professional parties) related to such Specified Asset Sale; (3) provisions for all taxes (whether or not such taxes will actually
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>be paid or are payable) as a result of such Specified Asset Sale without regard to the consolidated results of operations of the Company and its subsidiaries, taken as a whole;</p> <p>(4) payments made to repay indebtedness or any other obligation outstanding at the time of such Specified Asset Sale (other than any indebtedness owing to the Company, any member of the Group, the Controlling Shareholder or an Affiliate of the Company or the Controlling Shareholder) and either (x) is secured by a lien on the property or assets sold or (y) is required to be paid as a result of such sale; and</p> <p>(5) appropriate amounts to be provided by the Company or any subsidiary as a reserve against any liabilities associated with such Specified Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Specified Asset Sale,</p> <p>in each case, details of which to be agreed and specified in the Restructuring Documents.</p> <p>The Company will provide a list of all financial indebtedness exceeding US\$1 million and other obligations exceeding US\$5 million as of December 31, 2024 that will be required to be paid as a result of Specified Asset Sales to the financial and legal advisors of the Ad Hoc Group by September 30, 2025.</p> <p>The Company undertakes, from the date of this Term Sheet to the RED, not to (i) secure or agree to secure any indebtedness or other obligation on any Specified Asset or (ii) pay or agree to pay any indebtedness or other obligation as a result of the sale of any Specified Asset, unless such indebtedness or other obligation (and the security thereof or the payment thereof, as applicable) (i) is incurred (and, in the case of the security thereof, granted, and in the case of the payment thereof, agreed to) in good faith in connection with the construction or operation of such asset, or (ii) arises (A) by operation of law, rule or regulation or (B) despite the Company's best efforts, from governmental policy or implementation or other governmental measure. The Short Term Notes Indenture will contain a substantially similar covenant with respect to the period on and after the RED, subject to exceptions and carveouts to be agreed.</p> <p>"Multi-Asset Company" means a company that is listed in Schedule 3 to this Term Sheet.</p>
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Cash Sweep

The Company shall procure that an offshore bank account (the “**Secured Account**”) is established within 120 calendar days from the date of the RSA, for the purpose of holding and ringfencing the cash sweep amounts generated under the **Cash Sweep Undertakings**.

Cash Sweep Undertakings

- (a) The Company and **Secured Account** shall deposit, or procure a deposit of, an amount equal to 100% of any dividend and/or other form of distribution (in cash or non-cash form including shares or loans), on all **Shares** and the ordinary shares of any of the **Project Companies**, in each case, actually received by **Secured Account** (“**Share Distributions**”) into the **Secured Account** within 10 business days of receipt by **Secured Account**;
- (b) Upon consummation of any **Sale**, the Company and **Secured Account** shall as soon as reasonably practicable and in any event within 30 days after such **Sale**, procure the deposit of an amount equal to 100% of the **Net Consideration** into the **Secured Account**.
- (c) As soon as reasonably practicable and in any event within 90 days
 - (x) from when the accumulated and unapplied Allocation Amount in the **Secured Account** exceeds US\$5 million or
 - (y) after the consummation of any **Sale**, the Company and **Secured Account** shall apply the Allocation Amount in the following order of priority (the “**Cash Sweep**”):
 - (i) first, to pay any cash interest that is due and payable under the Short Term Notes at such time;
 - (ii) second, to set aside as a reserve an amount required for the payment of any cash interest (including any cash interest that the Company has validly elected not to PIK or intends to elect not to PIK in accordance with the terms of the Short Term Notes) that will be due and payable in the next twelve calendar months under the terms of the Short Term Notes (the “**STN Debt Service Reserve**”), provided that the STN Debt Service Reserve shall be applied solely towards the payment of cash interest due and payable under the Short Term Notes and any amount not so applied by the end of the twelve calendar months shall be immediately applied in accordance with subparagraph (iii) below;
 - (iii) third, to redeem and/or repurchase the Short Term Notes at par from all holders of the Short Term Notes on a pro rata basis;

	<p>and</p> <p>(d) Any [REDACTED] Sale shall only be consummated if it is conducted on arm's length basis and no less than the fair market value, and 100% of the consideration received from such [REDACTED] Sale consists of cash,</p> <p>(the above are, collectively, the "[REDACTED] Cash Sweep Undertakings").</p> <p>Any Short Term Notes repurchased in accordance with the above shall be cancelled as soon as reasonably practicable.</p> <p>For the avoidance of doubt, any [REDACTED] Sale consummated or any [REDACTED] Share Distributions received, in each case, prior to the RED shall also be subject to the [REDACTED] Cash Sweep Undertakings (with such [REDACTED] Share Distributions or [REDACTED] Net Consideration deposited into the [REDACTED] Secured Account by RED).</p> <p>Any breach of the [REDACTED] Cash Sweep Undertakings shall constitute an Event of Default on terms to be agreed in the Restructuring Documents, and the Company shall be prohibited from making dividends and certain other types of Restricted Payments and Permitted Investments (each as defined in the Short Term Notes Indenture) to be agreed between the Company and the Ad Hoc Group and included in the Short Term Notes Indenture.</p> <p>"Allocation Amount" means all amounts standing to the credit of the [REDACTED] Secured Account at any given time.</p> <p>[REDACTED]" means the six healthcare facilities in the State of Iowa, the United States that are held by the [REDACTED] Project Companies.</p> <p>"[REDACTED] Project Companies" means:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

“**██████████ Sale**” means any sale, transfer or disposal of any of the ██████████ Shares.

“**██████████ Net Consideration**” means, with respect to any ██████████ Sale, the gross cash proceeds of such ██████████ Sale, net of the following (without any double counting and/or duplication of deduction):

- (1) brokerage commissions and other fees and expenses (including fees and expenses of professional parties) related to such ██████████ Sale;
- (2) provisions for all taxes (whether or not such taxes will actually be paid or are payable) as a result of such ██████████ Sale without regard to the consolidated results of operations of the Company and its subsidiaries, taken as a whole;
- (3) payments made to repay indebtedness or any other obligation outstanding at the time of such ██████████ Sale (other than any indebtedness owing to the Company, any member of the Group, the Controlling Shareholder or an Affiliate of the Company or the Controlling Shareholder), and is required to be paid directly as a result of such sale; and
- (4) appropriate amounts to be provided by the Company or any subsidiary as a reserve against any liabilities associated with such ██████████ Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such ██████████ Sale,

in each case, details of which to be agreed and specified in the Restructuring Documents.

The Company will provide a list of all financial indebtedness exceeding US\$1 million and other obligations exceeding US\$5 million as of June 30, 2025 that will be required to be paid as a result of any ██████████ Sale to the financial and legal advisors of the Ad Hoc Group by September 30, 2025.

The Controlling Shareholder undertakes (and procure ██████████ in respect of the same), from the date of this Term Sheet to the RED, not to secure or agree to secure any indebtedness or other obligation on the ██████████ Shares (save apart from any arrangements as agreed in this Term Sheet). The Restructuring Documents will contain a

	substantially similar covenant with respect to the period on and after the RED, subject to exceptions and carveouts to be agreed.
Failure to dispose of [REDACTED]	<p>The Company and [REDACTED] shall use commercially reasonable endeavours to procure the consummation of the [REDACTED] Sale(s) in respect of all [REDACTED] Shares and complete the [REDACTED] Cash Sweep as soon as practicable and in any case no later than 31 December 2027 (“[REDACTED] Deadline”).</p> <p>In connection with the [REDACTED] Share Security, [REDACTED] shall grant and/or deliver to the security agent of the Short Term Notes on the RED:</p> <p>(a) irrevocable and unconditional powers of attorneys (the “POAs”) to, among other things, (i) exercise any of [REDACTED]’s rights under the limited liability company agreement of [REDACTED] (“[REDACTED] LLCA”) and other existing contractual documentation relevant to the [REDACTED] Shares; and (ii) execute, deliver and carry out in [REDACTED]’s name or otherwise on its behalf all transfers, documents, acts and things which the security trustee may in its absolute discretion (acting upon the instructions of 25% holders of the Short Term Notes) consider necessary, in each case, to effect the disposal of the [REDACTED] Shares and/or otherwise realize its economic value;</p> <p>(b) other deliverables for share security including (without limitation) (i) instruments of transfer (executed in blank and left undated); (ii) share certificates; (iii) any requisite written consent by the minority members of [REDACTED] (iv) board and shareholder resolutions (executed and left undated) and (v) any other deliverables or documents necessary for the security trustee of the Short Term Notes to effect the disposal of the [REDACTED] Shares; and</p> <p>(c) to the extent there are any restrictions in the [REDACTED] LLCA on share transfer, asset disposal and/or distributions to members which may restrict or hinder the enforcement of the [REDACTED] Share Security and the POAs, relevant amendments and/or waivers in respect of such restrictions,</p> <p>in each case, with details to be agreed in the Restructuring Documents.</p> <p>Upon the occurrence of a [REDACTED] Step-In Event, the [REDACTED] Share Security and the POAs shall be immediately enforceable.</p> <p>“[REDACTED] Step-In Event” means any of the following: (a) if</p>

	<p>the [REDACTED] Sale(s) in respect of all [REDACTED] Shares in full and the [REDACTED] Cash Sweep are not completed by the [REDACTED] Deadline; or (b) the occurrence of any Event of Default that is continuing under the Short Term Notes.</p> <p>Other details are to be discussed and agreed in the Restructuring Documents.</p>
<p>Undertakings relating to [REDACTED]</p>	<p>[REDACTED] shall provide undertakings in favour of the trustee and security trustee of the Short Term Notes, with details to be agreed in the Restructuring Documents, that [REDACTED] (in its capacity as shareholder):</p> <ol style="list-style-type: none"> 1. shall not provide its consent (and where applicable, shall provide written disapproval within the requisite deadline in the [REDACTED] LLCA) to: <ol style="list-style-type: none"> (a) permit [REDACTED] and/or the subsidiaries of [REDACTED] to incur, assume or guarantee any indebtedness other than: <ol style="list-style-type: none"> (i) the term loan and security agreement dated 26 June 2019 entered into between the [REDACTED] Project Companies (as borrowers) and Customers Bank (as lender) (“[REDACTED] Existing Loan”) and any refinancings thereof; and (ii) any third party indebtedness up to an aggregate cap of US\$5,000,000, provided that such indebtedness is, in each case, incurred in good faith, on arm’s length basis, not owed to the Company, any member of the Group, the Controlling Shareholder or an Affiliate of the Company or the Controlling Shareholder, to be solely and fully utilised for the operation of any assets of [REDACTED] and subject to other customary restricted payment covenants to be agreed in the Restructuring Documents; (b) approve (i) any sale, exchange or transfer of any Company Assets (as defined in the [REDACTED] LLCA), unless it is conducted on arm’s length basis and no less than fair market value, and 100% of the consideration received from such sale or transfer consists of cash; or (ii) any lien, security or other encumbrance on any Company Assets (as defined in the [REDACTED] LLCA) other than those securing the [REDACTED] Existing Loan and any refinancings thereof; or

	<p>(c) approve any capital contributions, investments, loans or acquisitions by [REDACTED] or the subsidiaries of [REDACTED], subject to certain exceptions to be agreed with the Ad Hoc Group and set out in the Restructuring Documents;</p> <p>2. shall, upon any approved sale, transfer or disposal of all or any part of the Company Assets (as defined in the [REDACTED] LLCA), on a commercially reasonable endeavours basis, procure that all net proceeds from such sale are promptly (i) transferred to [REDACTED] and (ii) distributed to [REDACTED] on a pro rata basis in proportion to [REDACTED]'s attributable equity interest in [REDACTED], in each case, as soon as practicable following such sale;</p> <p>3. shall not approve any amendments, supplements and/or modifications to the terms of the [REDACTED] LLCA that would adversely affect the rights of [REDACTED] (including without limitation [REDACTED]'s entitlements and priorities to allocations and/or distributions) as set forth in the [REDACTED] LLCA as of the date of this Term Sheet or which would adversely affect the [REDACTED] Share Security, the POAs or the enforcement thereof;</p> <p>4. shall procure that [REDACTED] and/or the subsidiaries of [REDACTED] conduct their operations solely in the ordinary course of business, and shall not undertake any actions that is outside the ordinary course business of [REDACTED] and/or the subsidiaries of [REDACTED] without the prior written consent of the Security Agent, subject to certain exceptions to be agreed with the Ad Hoc Group in the Restructuring Documents; and</p> <p>5. shall procure the subsidiaries of [REDACTED] not to amend their respective constitutional documents in a manner that would adversely affect the rights of [REDACTED] (including without limitation [REDACTED]'s entitlements and priorities to allocations and/or distributions from the [REDACTED] Project Companies) or any other terms or policies or otherwise create or permit to exist any encumbrance or restriction on the ability of such subsidiaries of [REDACTED] to declare and pay dividends or distributions to shareholders,</p>
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>(the above being the “Undertakings”).</p> <p>The Controlling Shareholder shall enter into a deed of undertaking in favour of the trustee and security trustee of the Short Term Notes to procure Undertakings’s compliance of the Undertakings (the “Controlling Shareholder DOU”).</p>
Colour Life Shares	<p>As soon as reasonably practicable after the shares of Colour Life Services Group Co., Limited owned by the Company (the “Colour Life Shares”) are no longer subject to any encumbrance and the existing dispute in relation to certain debt owed to Undertakings shall have been resolved, the Company shall deposit such Colour Life Shares owned by it into an offshore independent escrow account (“Colour Life Escrow”), provided that (a) all documents relating to Colour Life Escrow shall be in form and substance reasonably satisfactory to the Ad Hoc Group; and (b) the Company shall retain voting rights with respect to such Colour Life Shares and shall have full discretion over sale, transfer or other disposal of such Colour Life Shares.</p> <p>Thereafter, the Company shall use (i) dividends and other distributions from the Colour Life Shares and (ii) Net Colour Life Share Consideration to repay, repurchase or redeem the Short Term Notes at par in full in respect of all Short Term Notes outstanding, followed by the Long Term Notes, after deducting the following amounts:</p> <ul style="list-style-type: none"> (a) the Group’s offshore operating expenses, subject to a cap of US\$3,000,000 per fiscal year, (b) Fees and Expenses settled or to be settled on or prior to RED, subject to an aggregate cap of US\$3,000,000, and (c) any other reasonable fees and expenses incurred in connection with the maintenance of the Colour Life Escrow. <p>“Net Colour Life Share Consideration” means the consideration from disposal of the Colour Life Shares that is actually received by the Company, directly or indirectly, net of:</p> <ul style="list-style-type: none"> (a) fees and expenses (including fees and expenses of professional parties) incurred directly in connection with disposal of Colour Life Shares; and (b) provisions for all taxes (whether or not such taxes will actually be paid or are payable) as a result of disposal of Colour Life Shares without regard to the consolidated results of operations

	<p>of the Group, taken as a whole, with details to be agreed in the Restructuring Documents.</p>
Governance	<p>The members of the Ad Hoc Group collectively holding at least 25% of the aggregate principal amount of the Existing Notes outstanding as of the date of such nomination shall be entitled to nominate one non-executive director (who shall satisfy all Listing Rules requirements for such directorship and be subject to the duties of the directors at law and under the Listing Rules) (the “AHG Director”) to the board of the Company on or prior to the RED, subject to board approval. The Company shall use reasonable endeavours to procure the appointment of the individual nominated by the Ad Hoc Group as the AHG Director. The Company shall pay a remuneration of up to HK\$150,000 per year to the AHG Director.</p> <p>The Company will appoint or maintain an independent non-executive director that meets the independence requirements under the Listing Rules to chair the audit committee by the RED.</p> <p>So long as the Short Term Notes remain outstanding, for as long as the Common Stock of the Company is listed on the Stock Exchange, the Company shall file with the Trustee and furnish to the Holders upon request:</p> <ul style="list-style-type: none"> (a) as soon as they are available, but in any event within 120 calendar days (or any longer period for the publication of audited annual financial statements of companies listed on the Main Board of the Stock Exchange as may be stipulated by the Stock Exchange) after the end of each fiscal year of the Company ending on or after December 31, 2024, copies of its financial statements (on a consolidated basis and in English) in respect of such fiscal year (including a statement of income, balance sheet and cash flow statement for such fiscal year and the preceding fiscal year), prepared in accordance with generally accepted accounting principles (“GAAP”); and (b) as soon as they are available, but in any event within 90 calendar days (or any longer period for the publication of semi-annual financial statements of companies listed on the Main Board of the Stock Exchange as may be stipulated by the Stock Exchange) after the end of the second fiscal quarter of each fiscal year of the Company ending on or after December 31, 2025, copies of its financial statements (on a consolidated basis and in English) in respect of such semi-annual period (including a statement of income, balance sheet and cash flow statement for such semi-annual period and (i) for the statement of income and cash flow statement, the corresponding semi-annual period in the preceding fiscal year and (ii) for the

	<p>balance sheet, as of the end of the preceding fiscal year), prepared in accordance with GAAP.</p> <p>If the financial statements set forth in clauses (a) or (b) of the immediately preceding paragraph are not audited (in the case of clause (a)) or reviewed (in the case of clause (b)), the Company shall deliver an Officers' Certificate accompanying such financial statements stating that such financial statements are true in all material respects and present fairly the Company's financial position as of the end of, and the Company's results of operations for, the relevant period. Notwithstanding the forgoing, failure to provide any such financial statements in accordance with clauses (a) and (b) of the immediately preceding paragraph shall not constitute an Event of Default if the relevant financial statements are filed with the Trustee and furnished to the Holders upon request within 90 days after the respective deadlines set forth in such clauses (a) and (b) above.</p> <p>The Company shall, prior to or concurrently with providing any financial statements referred to in the immediately preceding two paragraphs to the Trustee and/or the Holders, publicly disclose such financial statements.</p> <p>The three immediately preceding paragraphs are in addition to the covenants regarding the provision of financial statements and reports to be included in the Short Term Notes Indenture, which shall be substantially similar to those in the Existing Notes Indentures.</p> <p>To the extent any financial statements (and any accompanying audit or review report or Officer's Certificate) are filed with the Trustee, the Trustee shall, upon written request of any Holder or owner of beneficial or book-entry interests in the Short Term Notes, furnish the same to such Holder or owner, <i>provided</i> that such request shall be made during normal business hours and satisfactory evidence of proof of such Holder's or owner's holdings shall be provided to the Trustee.</p>
Auditor	<p>The Company will engage or continue to engage a Whitelist Auditor to audit its annual financial statements and review its semi-annual financial statements up to (and including) the audit of the fiscal year ending December 31, 2027.</p> <p>The "Whitelist Auditor" shall be any of the following auditors, or their respective affiliates or member firms:</p> <p>████████████████████████████████████████████████████████████████████████████████</p> <p>████████████████████████████████████████████████████████████████████████████████</p> <p>████████████████████████████████████████████████████████████████████████████████</p> <p>████████████████████████████████████████████████████████████████████████████████</p> <p>████████████████████████████████████████████████████████████████████████████████</p> <p>████████████████████████████████████████████████████████████████████████████████</p>

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>After the engagement of a Whitelist Auditor, it will be an Event of Default if there is any recast or restatement of financials audited or reviewed by any prior non-Whitelist Auditor (other than those resulting from changes in accounting policies or principles) that results in a change greater than those specified below for any of the following ratios:</p> <p>(i) <u>Total Liabilities / Total Asset Ratio</u>: revised ratio under the recast or reinstatement is more than 7.5% higher than the ratio calculated using the financial statements audited or reviewed by any prior non-Whitelist Auditor;</p> <p>(ii) <u>Net Debt / Book Value Ratio</u>: revised ratio under the recast or reinstatement is more than 12.5% higher than the ratio calculated using the financial statements audited or reviewed by any prior non-Whitelist Auditor; or</p> <p>(iii) <u>Cash / Short-Term Debt Ratio</u>: revised ratio under the recast or reinstatement is more than 15% lower than the ratio calculated using the financial statements audited or reviewed by any prior non-Whitelist Auditor.</p> <p>These ratios shall be calculated as follows:</p> <p>(i) <u>Total Liabilities / Total Asset Ratio</u> = (total liabilities - contract liabilities) / (total asset - contract liabilities);</p> <p>(ii) <u>Net Debt / Book Value Ratio</u> = (total interest bearing debt - cash and cash equivalents) / net asset; and</p> <p>(iii) <u>Cash / Short-Term Debt Ratio</u> = unrestricted cash / short-term interest bearing debt,</p> <p><i>provided</i> that line items used in the above calculations shall be consistent with the financial statements prepared in accordance with GAAP.</p>
Amendments with Consent of Holders	The amendment provision under the Short Term Notes will be similar to those in the Existing Notes, except that any modification, amendment or waiver requiring the consent of each Holder affected

	thereby (as set out in Section 9.02 of the Existing Notes Indentures) shall be amended to require the consent of the Holders of not less than 75% in aggregate principal amount of the outstanding Short Term Notes.
Transfer Restrictions	The Short Term Notes and the Short Term Notes Guarantees will not be registered under the U.S. Securities Act of 1933, as amended (the “ Securities Act ”) or any securities law of any state or other jurisdiction of the United States, and may not be offered or sold within the United States (as defined in Regulation S under the Securities Act (“ Regulation S ”)) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The Short Term Notes will be offered and sold only (i) in offshore transactions outside the U.S. in reliance on Regulation S or (ii) pursuant to another exemption.
Form, Denomination and Registration	The Short Term Notes will be issued only in fully registered form and will be initially represented by one or more global certificates (including Regulation S global certificate, Rule 144A global certificate and IAI global certificate, to the extent applicable). The minimum denomination will be US\$1 and integral multiples of US\$1 in excess thereof.
Listing	Application will be made by the Company for the listing and quotation of the Short Term Notes on the SGX.
Governing Law	The Short Term Notes, the Short Term Notes Guarantees and the Short Term Notes Indenture will be governed by and will be construed in accordance with the laws of the State of New York.
Jurisdiction	U.S. federal and New York state courts located in the Borough of Manhattan, The City of New York are to have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Short Term Notes, the Short Term Notes Guarantees and the Short Term Notes Indenture.
Covenants	To be agreed and specified in the Restructuring Documents.
Events of Default	To be agreed and specified in the Restructuring Documents.
Short Term Notes Trustee and Security Agent	To be agreed and specified in the Restructuring Documents.

Principal Terms of the Long Term Notes							
<p><i>Terms not defined herein have the meanings set forth in the indenture governing the Long Term Notes (the “Long Term Notes Indenture”), which shall largely follow the meanings given to them in the Existing Notes Indentures, it being understood and agreed that the terms of the Long Term Notes Indenture other than those expressly specified below are subject to negotiation and may differ from those in the Existing Notes Indentures.</i></p>							
Company	Fantasia Holdings Group Co., Limited, an exempted company incorporated in the Cayman Islands with limited liability						
Original Issue Date	The RED						
Maturity	31 December 2034						
Guarantors	Same as the Short Term Notes						
Interest	<p>Interest on the outstanding principal amount of the Long Term Notes shall accrue from 31 December 2025 at 3.0% per annum, payable in the following manner:</p> <ul style="list-style-type: none"> • For the first 72 months after the earlier of (i) the RED and (ii) the Reference Date, PIK interest semi-annually in arrear • Thereafter, 3.00% p.a, semi-annual in arrear in cash 						
Mandatory Redemption	<p>On each redemption date set forth below, the Company shall redeem at least the LTN Minimum Principal Amount (as defined below) at a redemption price equal to 100% of the principal amount of the Long Term Notes thereof plus accrued and unpaid interest, if any, to (but excluding) the relevant LTN Mandatory Redemption Date as set forth below:</p> <table border="1"> <thead> <tr> <th>LTN Mandatory Redemption Date</th><th>Required Principal Amount (on a cumulative basis)</th></tr> </thead> <tbody> <tr> <td>31 December 2032</td><td>25% of the original issue amount of the Long Term Notes</td></tr> <tr> <td>31 December 2033</td><td>50% of the original issue amount of the Long Term Notes</td></tr> </tbody> </table> <p>“LTN Minimum Principal Amount” means, with respect to any LTN Mandatory Redemption Date, the greater of (a) zero and (b) an amount equivalent to (i) the Required Principal Amount set forth in the above table on the relevant LTN Mandatory Redemption Date <i>minus</i> (ii) the aggregate principal amount of the Long Term Notes redeemed at par and on a pro rata basis in respect of all Long Term Notes then</p>	LTN Mandatory Redemption Date	Required Principal Amount (on a cumulative basis)	31 December 2032	25% of the original issue amount of the Long Term Notes	31 December 2033	50% of the original issue amount of the Long Term Notes
LTN Mandatory Redemption Date	Required Principal Amount (on a cumulative basis)						
31 December 2032	25% of the original issue amount of the Long Term Notes						
31 December 2033	50% of the original issue amount of the Long Term Notes						

	outstanding in accordance with the terms of the Long Term Notes Indenture, from the original issue date up to but excluding the relevant LTN Mandatory Redemption Date.
Repurchase of Notes upon a Change of Control Triggering Event	Same as the Short Term Notes.
Collateral	<ul style="list-style-type: none"> • The same collateral securing the Existing Notes; and • First ranking security over the Specified Assets Secured Account; • First ranking security over the Onshore Secured Account, in each case, on terms to be agreed and specified in the Restructuring Documents.
Information Rights	Same as the Short Term Notes.
Specified Asset Cash Sweep	Please refer to the equivalent section above in the “Principal Terms of the Short Term Notes” which will apply to the extent applicable and relevant to the Long Term Notes.
Colour Life Shares	Please refer to the equivalent section above in the “Principal Terms of the Short Term Notes” which will apply to the extent applicable and relevant to the Long Term Notes.
Governance	Same as the Short Term Notes.
Auditor	Same as the Short Term Notes.
Amendments with Consent of Holders	Same as the Short Term Notes, except that any modification, amendment or waiver requiring the consent of each holder affected thereby shall be amended to require the consent of the holders of not less than 66.67% in aggregate outstanding principal amount of the Long Term Notes.
Transfer Restrictions	Same as the Short Term Notes.
Form, Denomination and Registration	Same as the Short Term Notes.
Listing	Same as the Short Term Notes.
Governing Law	Same as the Short Term Notes.
Jurisdiction	Same as the Short Term Notes.
Covenants	To be agreed and specified in the Restructuring Documents.
Events of Default	To be agreed and specified in the Restructuring Documents.

Long Term Notes Trustee and Security Agent	To be agreed and specified in the Restructuring Documents.
Principal Terms of the MCBs	
Company	Fantasia Holdings Group Co., Limited, an exempted company incorporated in the Cayman Islands with limited liability
Original Issue Date	The RED
Maturity	31 December 2027
Guarantees	Same as the Short Term Notes.
Interest	The MCBs are not interest bearing.
Collateral	NIL
MCB Conversion Price	HK\$1.52, subject to adjustments as set forth below.
Adjustments to MCB Conversion Price	The MCB Conversion Price may be adjusted in certain circumstances including stock split, consolidation, dividend and new equity issuance at below current market price, subject to customary carve-outs and exceptions. Details are to be discussed and agreed in the Restructuring Documents.
Voluntary Conversion and Mandatory Conversion	<p>Voluntary Conversion:</p> <p>The MCBs may be voluntarily converted by any holder of MCBs to shares of the Company by delivering a conversion notice to convert all or part of the MCBs held by such holder at any time prior to the maturity date of the MCBs.</p> <p>Mandatory Conversion:</p> <ul style="list-style-type: none"> • 50% of the initial issue size at RED; • 25% of the initial issue size on 31 December 2026 (less any voluntary conversions in the 12 month period ending on 31 December 2026); and • Remaining principal amount of the MCBs shall be mandatorily converted into Shares at the maturity date of the MCBs. <p>In any relevant year, no mandatory conversion shall apply if the total conversion (including voluntary conversion) of the MCBs at any relevant time of the year exceeds the annual minimum conversion threshold described above.</p>

	<p>Notwithstanding anything to the contrary in the preceding paragraphs, there shall be no mandatory conversion of MCBs upon the occurrence of any of the following:</p> <ul style="list-style-type: none"> (a) the occurrence of any event of default under the MCBs, the Short Term Notes and/or the Long Term Notes; or (b) if the shares of the Company are delisted or suspended from trading.
Fixed Exchange Rate	On any conversion into the shares of the Company, US\$1 in principal amount of the MCBs shall be translated at a fixed rate of HK\$7.80.
Redemption upon a Relevant Event	<p>Following the occurrence of a Relevant Event, any holder of the MCBs will have an option to require the Company to redeem all or some of its MCBs at par.</p> <p>“Relevant Event” means:</p> <ul style="list-style-type: none"> (a) the shares of the Company being suspended for trading for a period equal to or exceeding 60 consecutive trading days on the Hong Kong Stock Exchange; (b) the shares of the Company cease to be listed or admitted to trading on the Hong Kong Stock Exchange; or (c) a Change of Control (the definition of which will follow that in the Short Term Notes Indenture).
Auditor	Same as the Short Term Notes.
Amendments with Consent of Holders	Same as the Short Term Notes, except that any modification, amendment or waiver requiring the consent of each holder affected thereby shall be amended to require the consent of the holders of not less than 66.67% in aggregate outstanding principal amount of the MCBs.
Transfer Restrictions	The MCBs will not be registered under the Securities Act or any securities law of any state or other jurisdiction of the United States, and may not be offered or sold within the United States (as defined in Regulation S) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.
Form, Denomination and Registration	<p>The MCBs will be issued only in fully registered form and will be initially represented by one or more global certificates (including Regulation S global certificate, Rule 144A global certificate and IAI global certificate, to the extent applicable).</p> <p>The minimum denomination will be US\$1 and integral multiples of US\$1 in excess thereof.</p>
Listing	Same as the Short Term Notes in respect of the listing of the MCBs.

	Application will be made by the Company to the Stock Exchange for the listing of and permission to deal in the shares to be issued by the Company on conversion of the MCBs.
Governing Law	The MCBs and the trust deed governing the MCBs (the “ MCB Trust Deed ”) will be governed by and will be construed in accordance with the laws of Hong Kong.
Jurisdiction	Hong Kong courts are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the MCBs and the MCB Trust Deed.
Covenants	To be agreed and specified in the Restructuring Documents.
Events of Default	To be agreed and specified in the Restructuring Documents, which shall include cross-default and/or cross- acceleration provisions similar to those in the Short Term Notes Indenture and the Long Term Notes Indenture.
MCB Trustee	To be agreed and specified in the Restructuring Documents.

Journal of Management Inquiry 23(1)

[illegible]

Schedule 2
Specified Assets

Line Item	Asset Description	Asset Category	Asset Type	Asset Value
1	Asset 1	Category 1	Type 1	Value 1
2	Asset 2	Category 2	Type 2	Value 2
3	Asset 3	Category 3	Type 3	Value 3
4	Asset 4	Category 4	Type 4	Value 4
5	Asset 5	Category 5	Type 5	Value 5
6	Asset 6	Category 6	Type 6	Value 6
7	Asset 7	Category 7	Type 7	Value 7
8	Asset 8	Category 8	Type 8	Value 8
9	Asset 9	Category 9	Type 9	Value 9
10	Asset 10	Category 10	Type 10	Value 10
11	Asset 11	Category 11	Type 11	Value 11
12	Asset 12	Category 12	Type 12	Value 12
13	Asset 13	Category 13	Type 13	Value 13
14	Asset 14	Category 14	Type 14	Value 14
15	Asset 15	Category 15	Type 15	Value 15
16	Asset 16	Category 16	Type 16	Value 16
17	Asset 17	Category 17	Type 17	Value 17
18	Asset 18	Category 18	Type 18	Value 18
19	Asset 19	Category 19	Type 19	Value 19
20	Asset 20	Category 20	Type 20	Value 20
21	Asset 21	Category 21	Type 21	Value 21
22	Asset 22	Category 22	Type 22	Value 22
23	Asset 23	Category 23	Type 23	Value 23
24	Asset 24	Category 24	Type 24	Value 24
25	Asset 25	Category 25	Type 25	Value 25
26	Asset 26	Category 26	Type 26	Value 26
27	Asset 27	Category 27	Type 27	Value 27
28	Asset 28	Category 28	Type 28	Value 28
29	Asset 29	Category 29	Type 29	Value 29
30	Asset 30	Category 30	Type 30	Value 30
31	Asset 31	Category 31	Type 31	Value 31
32	Asset 32	Category 32	Type 32	Value 32
33	Asset 33	Category 33	Type 33	Value 33
34	Asset 34	Category 34	Type 34	Value 34
35	Asset 35	Category 35	Type 35	Value 35
36	Asset 36	Category 36	Type 36	Value 36
37	Asset 37	Category 37	Type 37	Value 37
38	Asset 38	Category 38	Type 38	Value 38
39	Asset 39	Category 39	Type 39	Value 39
40	Asset 40	Category 40	Type 40	Value 40
41	Asset 41	Category 41	Type 41	Value 41
42	Asset 42	Category 42	Type 42	Value 42
43	Asset 43	Category 43	Type 43	Value 43
44	Asset 44	Category 44	Type 44	Value 44
45	Asset 45	Category 45	Type 45	Value 45
46	Asset 46	Category 46	Type 46	Value 46
47	Asset 47	Category 47	Type 47	Value 47
48	Asset 48	Category 48	Type 48	Value 48
49	Asset 49	Category 49	Type 49	Value 49
50	Asset 50	Category 50	Type 50	Value 50

Schedule 3
Multi-Asset Company

[illegible]