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## Affidavit

### 信托分配宣誓书

The undersigned Affiant is a holder of a Trust Interest in the Founding Future Creditors Trust (the "**Trust**"), formed evidenced by the Creditors Trust Agreement (the "**Trust Agreement**") made on \_\_\_\_\_, 2020 between Mr. Yueting Jia (the "**Debtor**") and Jeffrey D. Prol, as the Trustee, pursuant to the Third Amended Chapter 11 Plan of Reorganization Under Chapter 11 of the Bankruptcy Code for the Debtor, dated on March 17, 2020 and modified by the Notice of Filing of Non-Adverse Modifications to Debtor's Third Amended Plan of Reorganization on May 20, 2020 and by the Post-Confirmation Hearing Order (the "**Chapter 11 Plan**"). Such holder's Allowed Debt Claim number is [ ], and the Allowed Debt Claim Amount is [ ] USD.

在本文件结尾签字的承诺人为 Founding Future 债权人信托（下称“信托”）的信托权益持有人，该信托在“债权人信托协议”证明下成立，此“债权人信托协议”系由贾跃亭先生（下称“**债务人**”）和受托人 Jeffrey D. Prol 依据 2020 年 3 月 17 日的债务人第三次修订的《破产法》第 11 章项下重组方案（之后又根据 2020 年 5 月 20 日的“债务人第三次修订的重组方案的非不利修改提交通知”和“确认后听证令”进行了修改）（下称为“**第 11 章方案**”），于 2020 年\_\_\_\_\_签订。本持有人的获准债务索赔编号【**】**，获准债务索赔金额总额为\$\_\_\_\_\_美元（大写：\_\_\_\_\_）。

On the 5th day of June, 2020, the United States Bankruptcy Court for the Central District of California Los Angeles Division (hereinafter referred to as the "**Bankruptcy Court**") entered an order confirming the Chapter 11 Plan and the Chapter 11 Plan became effective on June 26, 2020. In accordance with the terms of the Chapter 11 Plan and the Trust Agreement, sixty (60) calendar days following the receipt of Distributable Proceeds by the Trust or upon the termination of the Trust, the Trustee shall distribute the Distributable Proceeds in accordance with the Distribution Waterfall set forth in the Trust Agreement. The undersigned Affiant shall provide this Affidavit to the Trustee no later than seven (7) Business Days prior to each Trust Distribution Date. Capitalized terms that are used but not defined herein shall have the meanings

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ascribed to them in the Chapter 11 Plan.

2020年6月5日,美国加利福尼亚州中区破产法院洛杉矶分院(下称“**破产法院**”)裁定确认第11章方案并且第11章方案于2020年6月26日生效。遵循第11章方案和“信托协议”条款,受托人将于信托获得可分配收益后60个自然日或信托终止之日,按照“信托协议”中所规定的信托分配顺序进行分配。承诺人应最迟在各信托分配日7个工作日内,向信托受托人提交本宣誓书。本文中使用但未定义的大写术语应具有第11章方案中赋予它们的含义。

The undersigned Affiant represents and warrants that the matters stated in this affidavit are true, accurate and complete, and the specific contents are as follows:

承诺人承诺并保证,本宣誓书所载事项均真实、准确、完整,具体内容如下:

I. As of the \_\_\_ day of \_\_\_, 202\_\_\_ (the date when this affidavit is executed by the undersigned Affiant), the undersigned Affiant has received a recovery amount of \_\_\_\_\_USD. The specifics include:

一、截至\_\_\_\_年\_\_月\_\_日(本宣誓书签字生效之日),承诺人已经获得清偿金额为\$\_\_\_\_\_美元(大写: )。具体包括:

1. The undersigned Affiant has received Trust Distributions with a total of \_\_\_\_\_USD under the Chapter 11 Plan.

1. 承诺人从第11章方案项下的信托中获得信托分配利益合计:  
\$\_\_\_\_\_美元(大写: );

2. The undersigned Affiant has received recoveries through other channels with a total of \_\_\_\_\_USD. Other channels include but are not limited to: the proceeds the undersigned Affiant has received from the disposition of existing collaterals and pledges, through the enforcement procedures of Chinese courts, from the execution of settlement agreements, and any other reimbursements obtained from any primary obligors or guarantors.

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2. 承诺人通过其他途径已获得清偿金额合计：\$\_\_\_\_\_美元（大写：\_\_\_\_\_）。其他途径包括但不限于：承诺人对现有抵押物及质押物的处置回款、参与中国法院执行程序获得的回款、通过执行和解协议获得的受偿款、以及其他任何从主债务方或保证人处获得的回款。

II. The undersigned Affiant shall submit other documents and materials required to prove the matters stated in this Affidavit, if so requested by the Trustee.

二、若受托人提出要求，则承诺人应提交用于证明本宣誓书所载明事项所需的其他文件及材料。

III. The undersigned Affiant agrees that if it/(s)he fails to submit the Affidavit seven (7) Business Days prior to the Trust Distribution Date, the Trustee will reserve the distribution amount on behalf of the undersigned Affiant based on the following assumptions: (i) If the undersigned Affiant has never submitted any Affidavit(s), the Trustee shall assume that the undersigned Affiant has not received any recoveries through other channels, and (ii) If the undersigned Affiant had previously submitted the Affidavit(s), the Trustee shall assume that the recoveries the undersigned Affiant has received from other channels are consistent with the latest Affidavit that had been submitted. After the undersigned Affiant submits an Affidavit to the Trustee that meets the requirements, the Trustee will then make distributions to the undersigned Affiant up to the reserved distribution amount.

三、承诺人同意，若其未在本次信托分配 7 个工作日前提交宣誓书，则受托人将依据下述假设为承诺人预留分配份额：承诺人从未提交过宣誓书的情况下，则先行假设承诺人尚未通过其他途径获得任何受偿；在承诺人曾经提交过宣誓书的情况下，先行假设承诺人通过其它途径已受偿金额与最近一次提交宣誓书时相同。待承诺人向受托人出具符合要求的宣誓书后，受托人再以预留分配份额为限，承诺人进行分配。

IV. If the undersigned Affiant makes any misstatements or omissions in the Affidavit, or fails to submit the Affidavit as required prior to the termination or dissolution of the Trust, then it/(s)he shall be deemed to have forfeited its/her/his rights to receive

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any distributions pursuant to the Chapter 11 Plan and any reserved distribution amount shall revert to the Trust for the ratable benefit of other trust holders.

四、若承诺人在本宣誓书中存在任何不实陈述或遗漏，或在信托终止或清算前未提交所需的信托分配宣誓书，承诺人将被视为丧失依据第 11 章方案获得分配的权利，任何原预留的分配份额将由其他信托持有人按比例分享。

V. The Affidavit is irrevocable, takes effect as soon as it is issued, and cannot be withdrawn unilaterally.

五、本宣誓书为不可撤销宣誓书，一经作出即生效，单方面无权撤销。

VI. This Affidavit is made pursuant to, and will be construed and enforced in accordance with the California law, and without giving effect to otherwise applicable principles of laws that would give effect to the laws of another jurisdiction. Any controversies, disputes or claims arising from or related to this Affidavit, including the interpretation, violation, validity, and termination of this Affidavit, shall be resolved under the arbitration procedures detailed in the Chapter 11 Plan.

六、本宣誓书根据加利福尼亚法律制定，并将根据加利福尼亚州法律进行解释和执行，那些会引起使用其他辖区法律的法律原则将不适用。凡因本宣誓书所引起的或与之相关的任何争议、纠纷或索赔，包括宣誓书的解释、违反、宣誓书的效力和终止，均应依据第 11 章方案项下详述的仲裁程序进行解决。

VII. This Affidavit shall become effective upon the affixing of the signature (and seal, if applicable) of the undersigned Affiant.

七、本宣誓书自承诺人签字（盖章，如适用）后生效。

This Affidavit is in triplicate. The undersigned Affiant, the Debtor, and the Trustee each holds one copy, which has the same legal effect.

本宣誓书一式三份，承诺人、债务人、受托人各执一份，均具有同等的法律效力。

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**Signed By 签字人:**

[ \_\_\_\_\_ ] (as the “Affiant”) (承诺人)

\_\_\_\_\_ (Signature and seal 签字及盖章)

By 签字人:

Title 头衔:

Signing Location: Chaoyang District, Beijing

签订地: 北京市朝阳区

The \_\_\_ day of \_\_\_, 2020

2020 年\_\_\_月\_\_\_日

**Received and acknowledged by**

**由以下方收到并确认**

Debtor 债务人: \_\_\_\_\_ (Signature 签字)

The \_\_\_ day of \_\_\_, 2020

2020 年\_\_\_月\_\_\_日

Trustee 受托人: \_\_\_\_\_ (Signature 签字)

The \_\_\_ day of \_\_\_, 2020

2020 年\_\_\_月\_\_\_日