

# TERM SHEET

## GENESIS COLLATERAL HOUSE GREEN NOTE ISSUE PROGRAMME

\$500,000,000 6.5% Senior Secured Green Notes due June 3, 2036  
Series 2026-A-001

### IMPORTANT NOTICE / CONFIDENTIALITY

This Term Sheet is confidential and is furnished solely for discussion purposes to eligible institutional investors in connection with a potential offering of the Notes described herein. It does not constitute an offer to sell, or a solicitation of an offer to buy, any security, and shall not constitute an offer, solicitation or sale in any jurisdiction in which such an offer, solicitation or sale would be unlawful. The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state or other jurisdiction. This Term Sheet is subject to change, amendment or withdrawal without notice. Recipients may not reproduce or distribute this Term Sheet, in whole or in part, without the prior written consent of the Company.

### TRANSACTION OVERVIEW

Item	Description
	Issuer GENESIS COLLATERAL HOUSE COMPANY
	Security Name GENESIS COLLATERAL HOUSE GREEN NOTE 6.5 Series 2026-A-001
	Aggregate Principal Amount USD 500,000,000.-
	Coupon 6.5% per annum
	Maturity June 3, 2036
	Currency USD
	Ranking Senior secured, unsubordinated, non-convertible
	Collateral Coverage at Settlement 120%
	Rating A-
	Governing Law State of New York

### PARTIES

Party	Description
Issuer	Genesis Collateral House Company, North Carolina C Corporation (NC Entity ID: 3214399; EIN: 30-1480852). Registered Office: 4111 Rose Lake Dr. Ste E, Charlotte, NC 28217. Principal Address: 10390 Ashton Ave, Los Angeles, CA 90024. Incorporated: February 6, 2026. Wholly owned subsidiary of Monkey Rock Group Inc. (OTC: MKRO).
Indenture Trustee	Appointment imminent. The Company is in advanced discussions with a transfer agent and registrar with the capacity to act as institutional trustee under the Indenture. The Indenture Trustee appointment and execution of the Indenture are not conditions to initial settlement or to the admission of the Notes to trading on the Frankfurt Stock Exchange Open Market (Freiverkehr). The identity of the Indenture Trustee will be notified to Noteholders upon appointment.

<b>Party</b>	<b>Description</b>
Collateral Agent	Genesis Collateral House Company, acting in its capacity as Collateral Agent, responsible for monthly collateral valuation reporting and maintenance of the Collateral Coverage Ratio, subject to independent verification by the Indenture Trustee. This role is legally distinct from, but held concurrently with, the Company's role as Issuer.
Broker Syndicator / Lead Manager (USA)	GT Securities, Inc., 12130 Millennium Drive, Suite 300, Los Angeles, CA 90094. SEC-registered broker-dealer. Distribution, book-building and QIB solicitation under Rule 144A.
Collateral Pledgor	AVIS Global Green Energy Fund Limited ("AGGEF"), private limited company, Ireland (registration no. 557493). Pledges initial Cash CD Collateral as Collateral Pledgor.
Investment Manager (EU)	FE Capital S.à r.l., Grand Duchy of Luxembourg (société à responsabilité limitée). Licensed Investment Manager; Asset Manager: Donner & Reuschel AG. Role limited to investment management and non-U.S. distribution activities outside the United States.
Sponsoring Bank (Europe)	Baader Bank AG in syndicate with US sponsor Baader Helvea Inc., located at 420 Lexington Avenue in New York, NY and Securities Transfer Corporation 13577 Feather Sound Dr Suite 500, Clearwater, FL 33762, USA.
U.S. Depository	The Bank of New York Mellon, London Branch (for Euroclear).
Paying Agent	Baader Bank AG in syndicate with US sponsor Baader Helvea Inc., located at 420 Lexington Avenue in New York, NY and Securities Transfer Corporation 13577 Feather Sound Dr Suite 500, Clearwater, FL 33762, USA.
Registrar / Transfer Agent	Securities Transfer Corporation 13577 Feather Sound Dr Suite 500 Clearwater, FL 33762, USA.
U.S. Counsel	Seward & Kissel LLP, One Battery Park Plaza, New York, NY 10004. Scope: U.S. securities law, Rule 144A / Regulation S offering compliance, and general U.S. capital markets counsel.
EU Counsel	ARCATURA, Holzdammm 28-32, 20099 Hamburg, Germany. Scope: EU Prospectus Regulation, EU Compliance, Regulation (EU) 2023/2631, WpPG, Frankfurt Freiverkehr admission, MiFID II.

## KEY ECONOMIC TERMS

<b>Term</b>	<b>Description</b>
Aggregate Principal Amount	USD 500,000,000
Further Issuances	The Issuer may from time-to-time issue additional Notes under the Programme up to the Programme Size. Such Notes may be issued as additional tranches of existing series or as new series with separate terms.
Currency	USD
Issue Date	June 3, 2026
Maturity Date	June 3, 2036
Interest Rate	6.5% per annum
Day Count Convention	30/360
Interest Payment Dates	Semi-annually, on June 3 and December 3 of each year, commencing December 3, 2026. Interest accrues on a semi-annual basis from the Issue Date (June 3, 2026). The first Interest Payment Date is December 3, 2026, in respect of the period from (and including) June 3, 2026 to (but excluding) December 3, 2026, being a period of 180 days calculated on a 30/360 basis, resulting in a first coupon equal to 6.5% ×

<b>Term</b>	<b>Description</b> (180/360) of the principal amount of each Note. Thereafter, interest shall accrue and be payable semi-annually on each successive Interest Period.
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Minimum Denomination USD 1,000  
Rating A-

## IDENTIFIERS AND SETTLEMENT

<b>Item</b>	<b>Description</b> Series 2026-A-001 International Registration Rule 144A, Regulations Issuer Short GENESIS COLL HSE CO FISN GENESIS COLL HO/6.5 SR SECD NT 2036 ISSUE DESCRIPTION SR SECD NT REG S ISO CFI DBFSGR ISIN USU3712QAA05 CUSIP U3712Q AA0 WKN TBA Clearing / Settlement Rule 144A, Regulations Euroclear and Clearstream, DTC Form Book-entry  Issuer Short GENESIS COLL HSE CO USA Registration Rule 144A FISN GENESIS COLL HO/6.5 NT GREEN BD SOC ISSUE DESCRIPTION NT SECD GREEN NT 144A SER 2026-A-001 ISO CFI DBFUGR ISIN US37183CAA27 CUSIP 37183C AA2 Clearing / Settlement DTC Form Book-entry
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## COLLATERAL STRUCTURE

<b>Category</b>	<b>Description</b>
<b>Initial Collateral (Layer 1 — Primary)</b>	Cash CDs issued by HSBC México, S.A.
<b>After-Acquired Collateral (Layer 2 — Secondary)</b>	Physical gold bullion, LBMA Good Delivery (12.5 kg bars). Allocated, non-rehypothecated. Custodians: UBS AG (Zurich); HSBC Bank plc (London). To be acquired with Note proceeds.
<b>After-Acquired Collateral (Layer 3 — Tertiary)</b>	Project assets — equipment, machinery, and infrastructure supporting Eligible Green Projects, including VORTEX Contactless Milling Systems, nano-powder production systems, green industrial infrastructure, and sustainable manufacturing facilities.
<b>Supplemental</b>	Cash and cash equivalents in pledged Collateral Accounts.

<b>Category</b>	<b>Description</b>
<b>Insurance (Layer 4)</b>	Comprehensive insurance coverage including physical loss, custodian failure, political interference, fraud, force majeure, and interest payment shortfalls.

#### **COLLATERAL MAINTENANCE**

<b>Item</b>	<b>Description</b>
Minimum Collateral Coverage Ratio	100% at all times (aggregate market value of all Collateral / outstanding principal plus accrued interest).
Target Coverage Ratio	100-120% (target range). The minimum contractual covenant is 100% at all times as set out above. The Company shall seek to maintain Collateral coverage within this range so as not to trigger a Collateral Shortfall notification obligation under the Indenture.
Monitoring	Monthly valuation report prepared by the Company as Collateral Manager, subject to independent verification by the Indenture Trustee or its appointed agent. Noteholders holding not less than 25% in aggregate principal may request an independent third-party valuation at any time.
Cure Mechanism	The mechanism for curing a Collateral Shortfall arising from CD maturity is set out in the CD Rollover Provision above and in the Indenture.
CD Rollover Provision	The Cash CDs mature on October 12, 2027. No later than 90 days prior to CD maturity, AGGEF shall request HSBC Bank Mexico to: (i) renew or roll over the CDs at maturity on substantially equivalent terms; (ii) substitute Eligible Collateral of equivalent value; (iii) effect a cashout; or (iv) trade the CDs in the secondary market at the prevailing standard market price. If none of the foregoing can be effected, a mandatory redemption of all outstanding Notes at par plus accrued and unpaid interest shall be triggered within 30 days. The Cash CDs are assignable, transferable and callable at first demand.

#### **RANKING AND GUARANTEES**

<b>Item</b>	<b>Description</b>
Ranking	The Notes constitute senior secured, unsubordinated and non-convertible obligations of the Company, ranking <i>pari passu</i> in right of payment with all other existing and future senior secured indebtedness of the Company and senior in right of payment to all existing and future subordinated indebtedness of the Company. All Notes of this Series rank <i>pari passu</i> with each other and are issued for the equal and ratable benefit of all Noteholders.
Guarantee	The Notes are direct and unconditional obligations solely of the Company. No guarantee is provided by any parent, subsidiary, affiliate or other third party. The obligations of the Company under the Notes are secured by first-priority liens on the Collateral pursuant to the terms of the Collateral Documents, for the equal and ratable benefit of the Noteholders. The Collateral shall be maintained at all times in an amount sufficient to secure the payment of all outstanding principal and accrued and unpaid interest thereon, as further described in the Indenture and the Collateral Pledge and Security Agreement. For so long as the Notes remain outstanding and constitute restricted securities within the meaning of Rule 144(a)(3) under the Securities Act, and during any period in which the Company is not subject to Section 13 or 15(d) of the Securities Exchange Act of 1934, the Company shall furnish to Noteholders and prospective purchasers, upon written request, the information required pursuant to Rule 144A(d)(4) under the Securities Act.

## REDEMPTION

<b>Item</b>	<b>Description</b>
At Maturity	100% of principal plus accrued and unpaid interest.
Tax Redemption	If the Company is required to pay additional amounts due to a change in applicable tax law that cannot be avoided by reasonable measures, the Company may redeem all outstanding Notes at par plus accrued interest on not less than 30 nor more than 60 days' notice.
Mandatory Redemption	If none of the CD Rollover options set out above can be effected prior to CD maturity, or if a Collateral Shortfall remains uncured following the expiry of the applicable cure period, a mandatory redemption of all outstanding Notes at 100% of principal plus accrued and unpaid interest shall be triggered within 30 calendar days. Failure to complete such mandatory redemption within the specified period constitutes an Event of Default.
Sinking Fund	None.
Change of Control	Upon a Change of Control, the Company shall offer to repurchase all outstanding Notes at 101% of principal plus accrued and unpaid interest, within 30 calendar days of the event. 'Change of Control' shall be defined in the Indenture.

## EVENTS OF DEFAULT

- (a) Failure to pay principal when due.
- (b) Failure to pay interest within 5 Business Days after the due date.
- (c) A Collateral Shortfall that remains uncured for more than 5 Business Days following notice thereof.
- (d) Failure to effect mandatory redemption within the specified period following a Collateral Shortfall.
- (e) Material breach of any covenant or obligation, continuing unremedied for 30 calendar days following written notice from the Indenture Trustee (or such longer period, not to exceed 60 calendar days, as may be required if the breach is capable of cure but cannot reasonably be cured within 30 calendar days and the Company is diligently pursuing cure).
- (f) Bankruptcy, insolvency, administration, receivership, winding-up, or analogous proceedings involving the Company.
- (g) Default by the Company in the payment of any indebtedness for borrowed money in excess of USD 100,000,000 (or its equivalent in any other currency) at final maturity or upon acceleration thereof, and such default is not cured or waived within any applicable grace period.

## ENFORCEMENT

<b>Item</b>	<b>Description</b>
Trigger	Notes are immediately callable upon the occurrence of an Event of Default.
Direction Threshold	Written direction of Noteholders holding not less than 25% in aggregate principal amount of outstanding Notes.
Enforcement Mechanism	Collateral to be realised in the following sequence: (i) Cash CD Collateral (Layer 1) - liquidation in the secondary market at prevailing market value, within 30 calendar days of enforcement direction; (ii) physical gold bullion (Layer 2) - sale through LBMA-recognised channels; (iii) project assets and pledged cash equivalents (Layer 3 and Supplemental); and (iv) insurance proceeds (Layer 4), payable to the Indenture

<b>Item</b>	<b>Description</b>
	Trustee. Each stage subject to applicable liquidation timelines. Proceeds distributed in accordance with the Enforcement Waterfall.
Enforcement Waterfall	<ol style="list-style-type: none"> <li>1. Enforcement costs.</li> <li>2. Accrued and unpaid interest (pro rata).</li> <li>3. Outstanding principal (pro rata).</li> <li>4. Surplus to the Company.</li> </ol>

## USE OF PROCEEDS

<b>Category</b>	<b>Allocation</b>
Eligible Green Projects	approximately 60-70%, including alternative green energy projects (including alternative HMD power generators), sustainable infrastructure developments, waste-to-resource technologies, advanced material technologies, additive manufacturing systems, and green industrial facilities.
Additional collateral acquisition (incl. physical gold bullion)	approximately 20–30%.
Working capital and offering expenses	approximately 10%.
	Discretionary temporary investment in cash or cash-equivalent instruments.

## OFFERING RESTRICTIONS

<b>Jurisdiction</b>	<b>Restriction</b>
	U.S. QIBs only under Rule 144A. Notes not registered under the Securities Act.
	Non-U.S. Non-U.S. persons outside the United States in offshore transactions under Regulation S.
	EEA Qualified investors only per Article 2(e) of Regulation (EU) 2017/1129. Not intended for retail investors in the EEA or UK. No PRIIPs KID prepared.
Regulation S Distribution Compliance Period	40 days.

## LISTING

<b>Item</b>	<b>Description</b>
Trading Venues and Liquidity	<p>Frankfurt Stock Exchange, Open Market (Freiverkehr), Quotation Board segment (Deutsche Börse AG) — MTF only, not a regulated market under MiFID II or the EU Prospectus Regulation. No BaFin prospectus required.</p> <p>Vienna Stock Exchange, Third Market (Dritter Markt) (Wiener Börse AG) — MTF only, supervised by the FMA (Austrian Financial Market Authority). No FMA prospectus required. The Notes were admitted to trading on the Vienna Stock Exchange (Vienna MTF, Qualified Investor Segment) with a first trading day of March 2, 2026. Both venues: qualified investors only.</p> <p>NASDAQ — application subject to regulatory approval and satisfaction of applicable listing requirements. Market making by syndicated broker-dealers and financial institutions.</p>

## GOVERNING LAW AND JURISDICTION

<b>Item</b>	<b>Governing Law / Jurisdiction</b>
Notes and Security Documents	State of New York.
Pledge Agreement	State of New York.
Jurisdiction	The Company irrevocably submits to the non-exclusive jurisdiction of the federal and state courts sitting in the City of New York, County of New York. The Company hereby irrevocably waives, to the fullest extent permitted by applicable law, any right to trial by jury in any action, proceeding or claim arising out of or relating to the Notes or any transaction document.

## NOTICES

<b>Item Description</b>
Notices Via DTC customary procedures.

## DOCUMENTATION

The transaction is governed by the following documents, each anticipated to be entered into in connection with the Notes but not required as conditions to initial settlement: (i) the Indenture; (ii) the Collateral Pledge and Security Agreement; (iii) the Paying Agency Agreement; and (iv) the Clearing System Agreements.

## DISCLAIMER

This Term Sheet is provided for informational purposes only and does not constitute legal, investment, financial or tax advice. Prospective investors should conduct their own independent investigation and assessment of the Notes and consult their own advisers before making any investment decision. The designation of the Notes as "Green Notes" does not confirm compliance with Regulation (EU) 2023/2631 (EU Green Bond Standard), the EU Taxonomy Regulation, or the ICMA Green Bond Principles. No external review, verification or second-party opinion has been obtained in respect of the green credentials of the Notes or the Eligible Green Projects. The Company reserves the right to amend, update or withdraw this Term Sheet at any time without notice.