

BINDING TERM SHEET

This Binding Term Sheet (the "Term Sheet") is executed by:

- the "Manager": Bricksave, trading name of Diversified Real Estate Asset Management Limited, a company formed under the laws of England and Wales, domiciled in England at 30 Binney Street, London, W1K 5BW, United Kingdom; and
- the "Investor": Kainja Joshua, a citizen of Uganda domiciled at kampala, kamplala, kampala, 70764, Uganda

and together with Manager, the "Parties", and individually each of them the "Party".

WHEREAS:

- A. Manager is a real estate crowdfunding platform engaged in various international projects.
- B. Manager intends to purchase and manage a real estate asset.
- C. Manager is the sole member of Bricksave263 LLC, a limited liability company formed in accordance with the laws of the State of Delaware and authorised to transact business in the State of Illinois (the "Company"). The Company's purpose is to invest in and manage a certain real property, more precisely described below (the "Property").
- D. The Company has obtained an option to purchase the Property and intends to raise the necessary funds to acquire the Property through contributions of investors.
- E. Investor desires to invest towards the acquisition of the Property and Manager desires Investor to invest in the Property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

1. The Property and Acquisition. The Property address is 13220 South Vernon Avenue, Chicago, Illinois 60827, United States of America. The Company has acquired an option to purchase the Property for the amount of USD 116,700 (One Hundred and Sixteen Thousand Seven Hundred United States Dollars) (the "Option"). Investors may contribute funds towards the cost of acquisition of the Property, plus costs and expenses, including reasonable insurance, legal fees, commissions, and applicable taxes (collectively, the "Cost of Acquisition").

Once the Cost of Acquisition is raised in full, the Property will be acquired, with ownership of the Company thereof transferred as follows: (i) Ownership of the Company shall be placed in the name of the Investor; and (ii) Manager will continue to be responsible for the ongoing management of the LLC and the Property.

2. Investor Contributions. Investor's contribution towards the Cost of Acquisition shall be in no event less than the minimum of USD 1,000 (One Thousand United States Dollars). In the event the total Cost of Acquisition is not raised before the date of closing of the investment offering (the "Closing"), the Manager, at its sole discretion, is authorized to negotiate a loan to purchase the Property.

3. Investor's Investment. Investor agrees to invest in the Property the sum set forth in Annex I hereto (the "Investment"), in accordance with the terms and conditions set forth herein, including Annex I hereto, and such other

terms and conditions that may be agreed to by the Parties from time to time. The exact sum of the Investment shall be confirmed upon actual receipt of funds from the Investor.

4. Ownership Transfer. Upon closing of the property and within 45 (Forty-Five) days of the closing of this agreement, the Manager shall transfer ownership of the property to the Investor. The Manager will continue to have and exercise complete management of the property. The Investor shall have no day-to-day management rights but shall have economic rights.

INVESTMENT IN REAL ESTATE INVOLVES A HIGH DEGREE OF RISK AND IS SUITABLE ONLY FOR THOSE INVESTORS WHO HAVE SUBSTANTIAL FINANCIAL RESOURCES IN RELATION TO THEIR INVESTMENT AND WHO UNDERSTAND THE PARTICULAR RISK FACTORS OF THIS INVESTMENT. IN ADDITION, INVESTMENT IN SHARES IS SUITABLE ONLY FOR AN INVESTOR WHO DOES NOT NEED LIQUIDITY IN HIS, HER OR ITS INVESTMENT, AND IS WILLING TO ACCEPT RESTRICTIONS ON THE TRANSFER OF THE SHARES. INVESTOR IS ADVISED TO CONSULT WITH HIS, HER OR ITS INVESTMENT ADVISOR PRIOR TO ENTERING INTO THIS AGREEMENT.

5. Investor Representations:

- i. **Non-U.S. or U.K. Person.** Investor represents and warrants that Investor is not a U.S. person, as such term is defined in 17 C.F.R. §230.902(k)(1) issued pursuant to the Securities Act of 1933, as amended from time to time, or a subject of the United Kingdom ("US or UK Person"). In addition, Investor agrees that he shall have no right to transfer any of the Class B Shares to a US or UK Person or to market the Class B Shares in the U.S.A. or the U.K. Investor agrees and understands that Manager is entering into this Term Sheet outside of the U.S.A. and in reliance on the representations made by Investor herein.
- ii. **Capital or Income Requirements.** Should the Investor be a national or resident of a jurisdiction that establishes minimum capital or income requirements for Investor to be eligible to accept the Offering: (a) It is Investor's responsibility to ensure Investor complies with said requirements; (b) Investor hereby represents and warrants to Company that Investor complies with such requirements; and, (c) Company may justifiably rely upon said Investor representation of compliance to proceed with the investment transaction.
- iii. **Knowledge and Experience to Invest.** Investor further represents and warrants that: (a) He has sufficient knowledge and experience in finances and business to evaluate the risks and the content of the Offering and that he is capable of assuming said risks; (b) He has had access to information regarding the Offering which he deems necessary and sufficient to make the investment decision; and, (c) Is aware that the Offering shall be null and void in the event it is subject to registration requirements in the jurisdiction of his nationality or permanent residence.

6. The Lease. As soon as practicable after the Purchase Date, the Manager shall offer the Property for lease (the "Lease"). The Lease monthly rent has been appraised to be approximately USD 1,400 (One Thousand Four Hundred United States Dollars), from which amount Manager shall pay reasonable expenses, including insurance and applicable taxes.

7. Sale of Property. Under normal circumstances the property shall be sold after 4 (Four) years. In extraordinary circumstances, at the request of the Investor, it will be possible to sell the property at another time. In this

extraordinary circumstance the Investor realises that it could considerably affect his forecast returns and there may be additional costs.

8. Distributions. Investor shall have the right to collect profits on a pro rata basis as follows: The Company's income shall be distributed to its investors, after payment of all applicable taxes, expenses, and management fees. The Manager shall distribute profits in the form of dividends to Investor, pro rata, once per month, after payment of all applicable taxes, expenses, and management fees.

9. Investor's Redemption Rights. Manager expressly represents and Investor expressly acknowledges that the Investment does not have the right of redemption. Investor may transfer his ownership to any third party, provided always that such transfer is undertaken in full compliance with the transfer process described in the By-laws and Shareholders Agreement and with Manager's prior written approval, which shall not be unreasonably denied. Investor shall be solely responsible for the payment of any costs incurred throughout such process, including but not limited to, legal consultations and administrative costs. Notwithstanding the foregoing, Investor shall have no rights to transfer ownership to a U.S. Person or to market the Investment in the United States or to U.S. Persons.

10. Term. Manager shall have 45 (Forty-Five) days from the date of Closing (the "First Period") to purchase the Property or another similar property (a "Similar Property", as described below). During the First Period, Investor may not reclaim or withdraw the Investment. In the event the First Period is finalized without the Company having purchased the Property or any other Similar Property, Investor may request Manager to refund the Investment and, if Investor so requests, the Investment shall be transferred to Investor as soon as practicable, without any interest and /or penalty to be claimed from Manager.

11. Similar Properties. Investor hereby authorizes Manager to purchase the Property. In the event that, for any reason not attributable to Manager, the Property cannot be purchased, Investor authorizes Manager to negotiate the purchase of any other real estate property similar to the Property, in Manager's sole discretion, located in the same city in which the Property is located and situated no more than 20 Km (Twenty Kilometres) from the Property, with a similar total area as the Property and promise to generate a similar rental income ("Similar Property").

12. Closing / Investment Transfer. The closing of the Offering shall take place at the Closing, the date on which the Cost of Acquisition is fully financed. Upon execution of this Term Sheet, Investor shall transfer 100% (One Hundred Percent) of the Investment to the bank account indicated by Manager, ensuring that it be received within 6 (Six) business days therefrom (the "Investment Payment Term"). The Investor's Investment shall be kept in trust in the account indicated by Manager, until such time as the Property is acquired on the Purchase Date. Should the Investment not be received within the Investment Payment Term, this Term Sheet will become null and void, which shall be advised in writing by Manager to Investor. Manager shall inform Investor in writing in the event the Closing is cancelled or postponed. Otherwise, it shall be understood that Closing shall take place as set forth above.

Following the Closing, the following shall take place on the Purchase Date:

- i. Company shall purchase the Property or any other Similar Property.
- ii. The Manager shall transfer ownership of the Company to the Investor.

iii. Definitive Agreements (as defined below) shall be executed.

13. Investor Breach. If 100% (One Hundred Percent) of Investor Investment is not received in the bank account to be indicated by Manager within 6 (Six) business days from the date of execution of this Term Sheet, Investor shall forfeit his right to participate in the Offering.

14. Manager. Manager shall act as manager of the Company and shall manage the day-to-day operations of the Company and the Property. Investor shall have no right to participate in the day-to-day operations of the Company or the Property.

15. Power of Attorney. On the Purchase Date, Investor shall hereby, without the requirement of any further instrument, irrevocably constitute and appoint the Manager its attorney and agent to sign, execute and deliver, in his name and on his behalf, all or any such agreement, deeds, instruments, documents and/or any counterpart thereof or certificates or to take any such action as it deems necessary from time to time or as is required under any applicable law to admit Investor as a shareholder of Bricksave263 LLC, including (without limitation) the power and authority to sign, execute and deliver (or attach signature pages to) all agreements (including underwriting agreements), securities, instruments or documents, or any counterpart thereof, in relation to:

- i. any transfers of shares in Bricksave263 LLC; or
- ii. the admission of any shareholder to Bricksave263 LLC.

This power of attorney shall be granted to secure the obligations of Investor hereunder and shall be irrevocable.

16. Definitive Agreements. On the Purchase Date the Parties shall execute definitive agreements, which may include, among others, the subscription agreement to Bricksave263 LLC, Shareholders Agreement of Bricksave263 LLC, the Power of Attorney in favour of Manager, and any other agreement required to implement the terms and conditions hereof (collectively, hereinafter the "Definitive Agreements"). The Definitive Agreements shall contain terms consistent with the terms of this Term Sheet and other customary terms for transactions of this nature. The Definitive Agreements will also contain representations, warranties, covenants, and indemnities for transactions similar to the one described herein.

17. Confidentiality. The Parties hereto covenant and agree (and agree to make reasonable efforts to cause their employees, agents, affiliates or potential investors) not to disclose any information of a confidential or proprietary nature provided by the other Party (collectively, the "Confidential Information"), except (i) information previously indicated by disclosing Party as permitted for distribution to any third party, (ii) pursuant to a subpoena or order issued by a court, arbitrator or governmental body, agency or official binding upon not disclosing Party, (iii) pursuant to any other governmental requirements (e.g., securities law requirements) binding upon the non-disclosing Party, (iv) to the extent any such Confidential Information comes into the public domain other than as a result of disclosure by the non-disclosing Party, or (v) with the prior written consent of disclosing Party. If non disclosing Party shall receive a request to disclose any Confidential Information under a subpoena or order, non-disclosing Party shall (a) promptly notify disclosing Party, (b) consult with disclosing Party on the advisability of taking steps to resist or narrow such request and (c) if disclosure is required or deemed advisable, reasonably co-operate with disclosing Party in any attempt it

may make to obtain an order or other assurance that confidential treatment will be accorded such Confidential Information, as the case may be, that is disclosed.

18. Expenses. Each Party shall pay its own costs and expenses incurred in connection with the execution of this Term Sheet and the Investor's Investment (including fees and expenses of financial advisors, financial sponsors, legal counsel and other advisors, travel, etc.).

19. Taxes. Each party shall be responsible for the payment of their own taxes resulting from the Investment.

20. Indemnity. The Company and Investor shall indemnify Manager to the full extent permitted by law for any claims against Manager in connection with the matters contained herein, except in the event of Manager's gross negligence or wilful misconduct.

21. Cooperation. The Parties hereto agree to cooperate fully and in good faith to complete the transaction described herein as expeditiously as possible.

22. Termination. Except as otherwise provided herein, Investor may not terminate this Term Sheet. Manager may terminate this Term Sheet, at its sole discretion, prior to the Purchase Date, in which case, the Investment shall be refunded to Investor without any interest and/or penalty, except as otherwise indicated in this Term Sheet.

23. Attorney's Fees. In the event of a dispute regarding the provisions of this Term Sheet, the prevailing Party shall be entitled to collect reasonable attorneys' fees and costs from the other Party.

24. Assignment. Investor may not assign his rights and obligations under this Term Sheet, without the prior written consent of the Manager. Manager may transfer its rights and obligations to any related party.

25. Notices / Domiciles. Unless otherwise provided herein, any notice required or permitted under this Term Sheet shall be given in writing and shall be deemed effectively given upon personal delivery to the Party to be notified or upon deposit with an internationally-recognized express courier, or by registered or certified mail, postage prepaid and addressed to the Party to be notified at the address indicated for such Party below, or at such other address as such Party may designate with 10 (Ten) days written notice to the other Parties.

26. Successors and Assigns. This Term Sheet shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

27. Entire Agreement. This Term Sheet, including any other documents referred to herein which form an integral part thereof, except for those matters to be defined in the Definitive Agreements, contains the entire understanding of the Parties hereto with respect to the subject matter contained herein and therein, and no Party shall be liable or bound to any other Party in any manner by any warranties, representations, or covenants, except as specifically set forth herein or therein. This Term Sheet supersedes all prior or simultaneous written and oral agreements and understandings among the parties with respect to such subject matter.

28. Waivers and Amendments. This Term Sheet may be amended, modified, superseded, renewed, or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the Parties hereto or, in the

case of a waiver, by the Party waiving compliance. No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any right, power, or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which any Party may otherwise have at law or in equity.

29. Applicable law / Jurisdiction. This Term Sheet shall be governed by the laws of the United Kingdom. In the event of any dispute arising out of this Term Sheet, the Parties hereto consent to resolving same through arbitration by the International Arbitration Association to take place in London, England. Any actions or proceedings to enforce a judgment issued through the arbitration proceeding may be enforced in any jurisdiction.

30. Counterparts. This Term Sheet may be executed simultaneously in 2 (Two) counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties execute 2 (Two) counterparts of this Term Sheet on 14/02/2024 .

BY MANAGER

BY INVESTOR



Name: Thomas De Lucy

Position: CEO, Bricksave

Name: Kainja Joshua

ANNEX I
INVESTMENT

Investor shall invest the amount of USD 116,700 (One Hundred and Sixteen Thousand Seven Hundred United States Dollars) in the Property through Bricksave263 LLC (the "Investment"). The Investment shall be transferred as follows:

- i. Investor shall transfer 100% (One Hundred Percent) of the Investment after execution of this term sheet.
- ii. In the event Investor does not transfer 100% (One Hundred Percent) of the Investment within 6 (Six) Business Days, then this Term Sheet shall have no further force and effect.
- iii. Investor Contributions will be allocated on a first-come-first-served basis. Should the total Cost of Acquisition be raised by the Manager prior to receipt of the Investor's Contribution, the Manager shall offer an alternate property or, at the Investor's request, refund the Investment without any Interest and/or penalty.
- iv. For purposes of this Term Sheet, the term "Business Day" means any day other than a Saturday, Sunday or any other day on which commercial banks in Germany are authorized or required by law to remain closed.

INVESTOR

Name:

Kainja Joshua

Date:

14/02/2024