

LONDON DE LIMITED

Proposed hybrid investment loan pursuant to the terms set out in this Term Sheet (the "Term Sheet")

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| Investor | London DE Limited (the "Funder") No.: 8806847, 25 Hatton Garden, London, EC1N 8BQ, United Kingdom |
| | The Funder is mutually agreeable to outright lend and also advance funds as an investor to the Company. |
| Company | Broadhaven Capital Limited (the "Company") No.: 163429, 12 th Floor, Nexteracom Towers, Cybercity, Ebene, Mauritius |
| | The Company is mutually agreeable to borrowing, investing and or arranging for the mutual benefits of the parties (The Funder and The Company) |
| Structure of Financing | The financing will be up to an aggregate of USD4,000,000.00 (Four Million United States of America Dollars) contributed by the Funder, based on the agreed capitalisation table (the "Financing"). |
| Capitalisation By Project | Land Development (Borrowdale Valley Estate) USD2,000,000 Mining Exploration – All Minerals USD1,000,000 Gold Procurement Rotation Fund USD1,000,000 |
| Banking Details | Bank Name: AfriAsia Bank Limited Account Name: Broadhaven Capital Ltd Account Number: 077559000000018 Currency: USD IBAN: MU11AFBL2501077559000000018USD |
| Interest Rate By Project | Land Development (Borrowdale Valley Estate) 6% per Quarter Mining Exploration – All Minerals 0% Gold Procurement Rotation Fund -7% Spot Price Interest payments to commence after a 3 months moratorium |
| Tenure | 24 months |
| Repayment Matrix | Land Development (Borrowdale Valley Estate) Profit Share (60/40) Mining Exploration – All Minerals Profit Share (60/40) Gold Procurement Rotation Fund per Sale Cycle |
| SOP | Prior to completion of the Financing (" Completion "), the Company shall allot land worth USD2,000,000.00 (Two Million United States Dollars) at Borrowdale Valley Estate. The Company shall also establish a Special Purpose Vehicle (SPV) which it will hold 60% and the Funder 40% of issued shares to carry out mining exploration for various minerals during Completion (the " SOP "). |
| Information Rights | The Funder shall receive customary information and inspection rights, including but not limited to weekly, monthly, quarterly and annual financial information relating to the Company. |
| Important Decisions | The consent of the Funder is required for all important decisions above USD250,000.00 (Two Hundred and Fifty Thousand Dollars). |

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Restrictive Covenants and Funder Undertakings Parties are deemed to have entered into customary non-competition and non-solicitation undertakings with each other and shall agree not to undertake any other transactions / outside activities without mutual consent from date of signature.

All intellectual property created by each party shall be vested in the new exploration Company.

Documentation and Warranties Where the need arises, definitive agreements may be drafted by counsels to the parties based on standard legal practices and shall include specific customary covenants, representations and warranties of the Company (the Company's liability shall be capped at the aggregate investment amount raised on this Financing model), non-competition and non-solicitation undertakings by the Funder and other provisions typical to financings of this nature.

Expenses The Company shall pay external fees in setting up the new exploration company and any beneficial transactions up to a maximum of USD5,000 plus VAT.

Expiry The offer in this Term Sheet will expire on 6th February 2025.

Exclusivity The Funders and the Company agree and undertake to inform each other immediately of the identity of any third party who contacts the Funders or the Company with a view to the establishment of any interest in the prescribed activities here-in or any part of the business of the Company.

Confidentiality The Company and Funders will not disclose the terms of this Term Sheet to any person other than officers, their Boards, the Company's accountants and attorneys, and other potential investors approved by the Funder.

Non-binding Effect and Jurisdiction This Term Sheet is intended to be legally binding, with all paragraphs binding on the parties hereto and shall be governed and construed in accordance with the laws of England and Wales and Mauritius.

H.A.J.M

Acknowledged and Agreed:

THE FUNDER:

LONDON DE LIMITED

Name: Philip Edward Spencer

Date: 06/02/2025



THE COMPANY:

BROADHAVEN CAPITAL LIMITED



Name: MUNTAZADEH JUGITHI MASDONI

Date: 06 / 02 / 2025