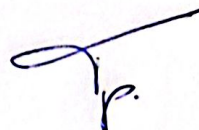



TERM SHEET

Date	April 17, 2026
Term Sheet pages and entities involved in Transactions:	<p>The parties to the Term Sheet (TS) are:</p> <p>1. JMBM Sp. z o.o., with its registered office in Wrocław (54-611), ul. Stanisławowska 47, registered in the Register of Entrepreneurs of the National Court Register under number 0000935290, whose registration files are kept by the Register Court in Wrocław, VI Commercial Division of the National Court Register ("JMBM"),</p> <p>Agnieszka Tupalska - President</p> <p>2. AETERNUM INC, 340 Tayman Park Ave, North Las Vegas, NV 89148, USA</p>
Objective:	<p>The individuals hereby agree that their intention is that, as a result of the activities described in this Term Sheet, JMBM Company will start production activities in the mushroom and mushroom substrate production plants belonging to the bankrupt enterprises; Agricultural Farm "Piecarkaarstwo Jarosław Górny" NIP 7851185724, "Górny Production" Sp. z o. o. with its registered office in Broniewice, KRS 0000356543 and "Górny" Sp. z o. o. with its registered office in Czempin, KRS 0000279583. Assets of all enterprises are collateral for financing provided by Bank ING S.A. The transaction will consist in the purchase of receivables by JMBM from Bank ING S.A. The transaction will involve the pre-pack purchase of the following assets by JMBM:</p> <p>1. Modrze, real estate - 43,284 m² - developed plot; - 948 m² - warehouse - 8,094 m² - mushroom farm</p> <p>2. Modrze, real estate - 2,700 m² - developed plot; - 145 m² - residential house - 160 m² - warehouse - 21 m² - garage - 112 m² - warehouse</p>
Transaction:	<p>The individuals hereby agree that their intention is to result in the actions described in this Term Sheet:</p> <ol style="list-style-type: none"> 1) granting by Aeternum Inc. a loan to JMB in the amount and within the time limits agreed by the parties 2) Conclusion by JMBM with a securitization fund of an agreement for the purchase of receivables from ING Bank; 3) Entrance of Aeternum Inc. to the JMBM Company and leading to a structure in which Aeternum Inc. will take up minimum 51% of shares,



	<p>the remaining shares according to the articles of association as amended within the period specified by the parties;</p> <p>4) implementation of the conditions for exit from the investment set out in the investment agreement by the parties to the transaction, JMBM and Aeternum Inc.</p>								
Transaction Stages	The individuals hereby agree on the following Transaction schedule:								
	<table border="1"> <thead> <tr> <th>Action;</th> <th>Deadline</th> </tr> </thead> <tbody> <tr> <td> <p>1) Conclusion of a loan agreement between Aeternum Inc. with JMBM in the amount. The loan will be paid to the bank account of JMBM.</p> <p>Wherein;</p> <ul style="list-style-type: none"> - The loan agreement will be secured by a registered pledge on the remaining shares not belonging to Aeternum Inc., - after the introduction of the assets subject to the purchase of receivables, the JMBM Company will establish a security on the real estate in the form of a mortgage for the loan granted by Aeternum Inc. within 7 days from the date of entering the ownership rights in favor of the JMBM Company by the court. </td> <td>April, 2026</td> </tr> <tr> <td>2) Conclusion of an agreement for the purchase of receivables between JMBM and a securitization fund</td> <td>April, 2026</td> </tr> <tr> <td>3) Conclusion by Aeternum Inc. and JMBM of an investment agreement and a shareholders' agreement specifying in detail the terms of the Transaction and the principles of managing the Company.</td> <td>May, 2026</td> </tr> </tbody> </table>	Action;	Deadline	<p>1) Conclusion of a loan agreement between Aeternum Inc. with JMBM in the amount. The loan will be paid to the bank account of JMBM.</p> <p>Wherein;</p> <ul style="list-style-type: none"> - The loan agreement will be secured by a registered pledge on the remaining shares not belonging to Aeternum Inc., - after the introduction of the assets subject to the purchase of receivables, the JMBM Company will establish a security on the real estate in the form of a mortgage for the loan granted by Aeternum Inc. within 7 days from the date of entering the ownership rights in favor of the JMBM Company by the court. 	April, 2026	2) Conclusion of an agreement for the purchase of receivables between JMBM and a securitization fund	April, 2026	3) Conclusion by Aeternum Inc. and JMBM of an investment agreement and a shareholders' agreement specifying in detail the terms of the Transaction and the principles of managing the Company.	May, 2026
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Other provisions:	<p>1) The individuals hereby will keep all information related to the content of this Term Sheet strictly confidential. Regardless of the termination or expiration of the Term Sheet, this point remains binding on the individuals hereby.</p> <p>2) In order to complete the Transaction, the individual hereby will fully cooperate with each other, in particular they will negotiate with each other in good faith and respecting the interests of each. This Term Sheet describes the manner and framework conditions under which the each intend to cooperate for the purpose of implementation and in this respect, together with other obligations provided for in the Term Sheet, it constitutes binding obligations for them.</p> <p>3) The individuals hereby will do everything possible to ensure that any doubts and disputes arising between them related to this Term Sheet are resolved amicably.</p> <p>4) This Term Sheet and all documents related to the Transaction are subject to Polish law and should be interpreted in accordance with it.</p>								



	5) This Term Sheet enters into force on the day of its conclusion (signed by all Parties) and expires when the purpose of the Transaction is achieved, as well as in a situation where both Parties decide jointly not to want to execute the Transaction.
Signatures:	The individuals hereby drew up and signed a Term Sheet with the date indicated above.  JMBM Sp. z o.o. Agnieszka Tupalska - President <hr/> Aeternum Inc.