

## TERM SHEET

### LEX TOKENS

*This term sheet is not intended to, and does not, create an offer to sell or solicit to sell any security or impose any legally binding right or obligation on any person or party. Legally binding obligations will only be made pursuant to a purchase agreement to be negotiated and executed by the parties. This term sheet can be withdrawn at any time and for any or no reason or cause.*

#### Offering Terms:

Seller: company	Lex Token Holdings, LLC, a Delaware limited liability company (“ <b>Seller</b> ”) and a wholly-owned subsidiary of Alexandria Indústria de Geradores Eireli (“ <b>Alexandria</b> ”).
Buyer(s):	Non-U.S. persons (as defined in Regulation S of the U.S. Securities Act of 1933, as amended (“ <b>Regulation S</b> ”)), who are acceptable to Seller (in each case, “ <b>Buyer</b> ”).
Transaction:	Sale of rights to purchase Lex Tokens developed by Seller. Buyer’s and Seller’s rights and obligations will be set forth in a Purchase Agreement for Future Security Tokens (“ <b>Purchase Agreement</b> ”). All transactions referenced in this term sheet and controlled by the Purchase Agreement shall be compliant with Regulation S.
Token:	A smart contract digital token issued by Seller (each, a “ <b>Lex Token</b> ”). Each Lex Token will represent a right to a certain number of kilowatts of energy from renewable energy providers within the Alexandria ecosystem. After a certain time, Seller plans to use corporate profits and as well as profits from providers within the Alexandria ecosystem to repurchase Lex tokens.
Purchase Price:	Please see <b>Appendix A</b>
Total Supply of Tokens:	Please see <b>Appendix A</b>
Structure of Sale Rounds:	Please see <b>Appendix A</b>
Refund Period:	Please see <b>Appendix A</b>
Minimum Raise:	R\$ 10,000,000 (ten million Brazilian Reals)
Minimum Purchase Amount:	10,000 Lex Tokens per each Buyer, which minimum amount can be decreased in the discretion of Seller.
Use of Proceeds:	Seller, Alexandria, or any of their affiliates will use the proceeds to fund an expansion plan of investment, improvement, and construction of new and existing renewable energy plants. The expansion plan will incorporate the Lex Tokens into its ecosystem and allow entrepreneurs, activists, and energy-users to participate

in the Alexandria ecosystem in Brazil and around the world. Seller and Alexandria may also use proceeds of the offering for general corporate purposes, offering expenses, capital expenditures, acquisitions, project expansion, operating and marketing expenditures.

Token Delivery/Settlement:

The Lex Tokens shall be deemed to be delivered (the “**Token Delivery**”) and the Purchase Agreements will be deemed settled, upon the creation and delivery of the Lex Tokens from Seller to Buyer. The Token Delivery must occur by the Token Delivery Deadline (as defined below).

Token Delivery Failure:

A “**Token Delivery Failure**” occurs when (i) the Token Delivery does not occur by the second anniversary of the initial closing of the Purchase Agreements, which date may be extended by Seller for six (6) months in its sole discretion (“**Token Delivery Deadline**”). A Token Delivery Failure shall cause the Purchase Agreements to be automatically terminated and promptly settled.

Settlement Upon Token Delivery Failure:

Upon a Token Delivery Failure, Seller shall pay to Buyers the Termination Amounts (as defined below) in full settlement and discharge of the Purchase Agreements. If immediately prior to the Token Delivery Failure, the assets of Seller that remain legally available for distribution to Buyers, as determined in good faith by Seller, are insufficient to permit the payment to all Buyers of their respective Termination Amounts, then the remaining assets of Seller legally available for distribution will be distributed with equal priority and pro rata among all Buyers in proportion to the Termination Amounts they would otherwise be entitled to receive. Any distributed amounts shall be in either Brazilian Reals or U.S. Dollars, as determined by Seller in its sole discretion.

Termination Amount

A “**Termination Amount**” means Buyer’s pro rata share of (i) the Purchase Amount together with the aggregate Purchase Amounts of all other Buyers *less* (ii) the sum of any expenditures made prior to the date of the Token Delivery Failure date or the Liquidation Event date, as applicable, to the extent such expenditures were made for the purposes described in the “Use of Proceeds,” as determined by Seller in good faith.

Liquidation Event

A “**Liquidation Event**” occurs when either Alexandria or Seller (x) ceases the active conduct of its business, (y) conducts a general assignment for the benefit of its creditors, or (z) voluntarily or involuntarily dissolves, liquidates or winds up its operations. A Dissolution Event shall cause the Purchase Agreements to be automatically terminated and promptly settled.

Settlement Upon a Liquidation

Event (Prior to the Token Delivery)

Upon a Liquidation Event, Seller shall pay to Buyers the Termination Amounts in full settlement and discharge of the Purchase Agreements. If immediately prior to the consummation of the Liquidation Event, the assets of Seller that remain legally available for distribution to Buyers, as determined in good faith by Seller, are insufficient to permit the payment to Buyers of their respective Termination Amounts, then the remaining assets of Seller legally available for distribution, will be distributed with equal priority and pro rata among Buyers in proportion to the Termination Amounts they would otherwise be entitled to receive.

Tax Treatment:

For tax purposes, the Purchase Agreements will be treated as prepaid forward sales contracts.

Amendments to Purchase Agreements:

Any of the terms and conditions of the Purchase Agreements may be amended, modified or waived with the written consent of Seller and of Buyers paying more than a majority of the aggregate Purchase Price by all Buyers.

Transfer Restrictions:

The Purchase Agreements may not be sold or otherwise transferred to a U.S. person in violation of Regulation S. All transfers to U.S. persons may only be made with the written consent of Seller. The Lex Tokens may not be sold to, transferred to, or exchanged with a U.S. person for one (1) year after the Token Delivery.

Subscriptions:

Purchase price can be paid for in U.S. dollars and Brazilian Reals. The conversion rate for Brazilian Reals will be the applicable conversion rate available to Seller on the date and at the time Seller receives such Brazilian Reals.

Additional Offerings:

Seller reserves the right to offer additional Lex Tokens at such prices and with such discount as Seller may determine from time to time.

Voting:

Neither the Purchase Agreements nor the Lex Tokens have voting rights.

Listing:

Seller intends to list the Lex Tokens on cryptocurrency exchanges that accept tokens. There is no guaranty there will be any such exchanges that are both functionally regulated and available to Buyer. There are currently no plans to apply for the inclusion of the Lex Tokens in any traditional securities exchange (such as the London Stock Exchange Group or the Hong Kong Stock Exchange), automated trading system or automated quotation system.

Confidentiality:

The terms of this term sheet and any related discussions shall be kept confidential by Seller and shall be

disclosed by Seller only to such parties as have a need to know as part of the legal and due diligence and related usual and customary processes related to preparing and executing the purchase agreements that will consummate the transactions contemplated hereby.

- Expiration: The offering is expected to remain open through the end of 2025, but may be prematurely terminated or extended by Seller (the “**Expiration Date**”).
- Expenses: Seller and Buyer will each bear their own legal and other expenses with respect to this term sheet.
- Governing Law: This term sheet and the definitive agreements shall be governed by the law of the State of Delaware, United States of America.

## Appendix A

**Table 1: Token Sales, Prices and Allocations**

<b>Round</b>	<b>Lex Token Price</b>	<b>Issued Lex Tokens</b>	<b>Sale Site</b>
Pre	R\$ 0.50	20,000,000	Brazil
1 <sup>st</sup> Round	R\$ 0.75	30,000,000	Brazil
2 <sup>nd</sup> Round	R\$ 0.90	40,000,000	Brazil
3 <sup>rd</sup> Round	R\$ 1.08	50,000,000	Brazil
4 <sup>th</sup> Round	R\$ 1.35	100,000,000	Latin America
5 <sup>th</sup> Round	R\$ 1.49	200,000,000	Latin America
6 <sup>th</sup> Round	R\$ 1.63	300,000,000	Latin America
7 <sup>th</sup> Round	R\$ 1.96	400,000,000	World
8 <sup>th</sup> Round	R\$ 2.16	500,000,000	World
9 <sup>th</sup> Round	R\$ 2.37	600,000,000	World
10 <sup>th</sup> Round	R\$ 2.61	700,000,000	World
11 <sup>th</sup> Round	R\$ 2.87	800,000,000	World
12 <sup>th</sup> Round	R\$ 3.16	900,000,000	World
Final Sale	R\$ 3.47	X	World

All figures in Table 1 are estimations, are based on current market conditions and are subject to change.

**Table 2: Fund-Raising and Refund Periods**

<b>Round</b>	<b>Fund-Raising Period</b>	<b>Refund Eligible Period</b>
Pre	1 year	2 years
1 <sup>st</sup> Round	1 year	2 years
2 <sup>nd</sup> Round	1 year	2 years
3 <sup>rd</sup> Round	1 year and 6 months	1 year and 6 months
4 <sup>th</sup> Round	1 year and 6 months	1 year and 6 months
5 <sup>th</sup> Round	1 year and 6 months	1 year and 6 months
6 <sup>th</sup> Round	2 years	1 year
7 <sup>th</sup> Round	2 years	1 year
8 <sup>th</sup> Round	2 years	1 year
9 <sup>th</sup> Round	2 years and 6 months	6 months
10 <sup>th</sup> Round	2 years and 6 months	6 months
11 <sup>th</sup> Round	2 years and 6 months	6 months
12 <sup>th</sup> Round	2 years and 6 months	6 months
Final Sale	2 years and 6 months	6 months

All figures in Table 2 are estimations, are based on current market conditions and are subject to change.