

LSEB CREATIVE CORP. TERM SHEET

Issuer: LSEB Creative Corp. (Trading Symbol: LSEB)

State of Incorporation: Wyoming

Effective Date: February 9, 2026

1. PARTIES

Sellers: Jordan Starkman and Lauren Sidney Elizabeth Bentley (collectively, the “Sellers”).

Purchaser: Astera Technologies Corporation, 1 World Trade Center, 8th Floor, Long Beach, CA 90831 (collectively, the “Purchaser”).

Escrow Agent: Eric Newlan, Newlan Law Firm, PLLC. (the “Escrow Agent”).

2. TRANSACTION OVERVIEW

This Term Sheet sets forth the principal terms of a corporate control transaction pursuant to which Purchaser intends to acquire majority voting control of the Issuer through (i) the acquisition of Common Stock from Sellers and (ii) the designation, issuance, and delivery of Series A Convertible Preferred Stock by the Issuer, subject to the conditions set forth herein.

Sellers shall cause the Issuer to take all actions required to consummate the transactions contemplated by this Term Sheet, including obtaining required board and shareholder approvals and completing all necessary state-level filings and public disclosures.

3. SECURITIES TO BE TRANSFERRED AND ISSUED

3.1 Common Stock Transfer

At Closing, Sellers shall sell, transfer, and deliver to Purchaser 8,100,000 shares of Common Stock of the Issuer (the “Common Shares”).

3.2 Series A Preferred Issuance and Delivery

At Closing, the Issuer shall issue and deliver to Purchaser 1,000,000 shares of Series A Convertible Preferred Stock, par value \$0.0001 per share (the “Series A Preferred Shares”), which shall be issued and outstanding as of Closing and delivered in addition to the Common Shares.

4. SERIES A PREFERRED STOCK; KEY MECHANISMS; DELIVERY OF DRAFTS

During the transaction period, the Issuer shall take all corporate actions necessary to designate, authorize, and issue a series of preferred stock designated as "Series A Convertible Preferred Stock" in accordance with the Wyoming Business Corporation Act and the Issuer's Articles of Incorporation and By-Laws.

The Series A Preferred shall:

- (i) be authorized and issued in the amount of 1,000,000 shares;
- (ii) convert into Common Stock at a fixed ratio as set forth in the Certificate of Designation; and
- (iii) vote together with the Common Stock on an as-converted basis with voting power sufficient to provide Purchaser with majority voting control immediately following Closing.

All required board approvals, shareholder approvals (if required), state filings, and public disclosures necessary to validly designate and issue the Series A Preferred shall be completed prior to Closing.

5. RESULTING VOTING CONTROL

Upon Closing and giving effect to the transfer of the Common Shares and the issuance of the Series A Preferred Shares, Purchaser shall beneficially own a majority of the Issuer's outstanding voting power for corporate governance purposes.

6. RELATED-PARTY DEBT (CONTINGENT BACKSTOP ONLY)

The Issuer acknowledges approximately \$122,557 in related-party debt, which shall serve solely as a contingent backstop if the Series A Preferred cannot be delivered at Closing. If the Series A Preferred is delivered, such debt shall be eliminated prior to release of escrowed funds. Any alternative treatment shall require mutual written agreement.

6A. ANNUAL AUDIT COST ALLOCATION (3/31 FISCAL YEAR-END)

The parties acknowledge that the Issuer is a March 31 fiscal year-end filer and that the escrow period extends beyond such fiscal year-end.

As a condition to Closing, the costs associated with completion of the Issuer's 2025 annual audit for the fiscal year ending March 31, 2026 (the "Annual Audit") shall be addressed in one of the following manners, at Purchaser's election:

(A) Audit Fee Payment at Escrow.

Purchaser shall fund an additional \$12,000 USD, in addition to the Total Purchase Price, into escrow to be released to Sellers on February 17, 2026, solely for purposes of completing the Annual Audit; or

(B) Audit Liability Assumption.

Sellers shall deliver the Issuer at Closing with an outstanding liability of \$12,000 USD representing the estimated cost of the Annual Audit, which liability shall be assumed by Purchaser at Closing.

Except for the foregoing Annual Audit cost, Sellers shall be responsible for, and shall indemnify Purchaser against, all liabilities of the Issuer arising prior to Closing.

Purchaser shall elect Option (A) or (B) at execution of this Term Sheet.

7. PURCHASE PRICE AND DEPOSIT

Total Purchase Price: \$550,000 USD.

Purchaser shall deposit \$50,000 USD (the "Deposit") into the Escrow Agent's attorney-client trust account on or before February 17, 2026.

If Closing occurs, the Deposit shall be credited against the Purchase Price.

Deposit Release Mechanics

\$25,000 USD of the Deposit shall be released to Sellers on February 17, 2026, provided that the Issuer has filed an 8-K or other applicable public disclosure evidencing the Board-approved designation of the Series A Convertible Preferred Stock.

The remaining \$25,000 USD shall remain in escrow and shall be refundable to Purchaser only if the transaction does not close pursuant to the termination provisions of this Term Sheet and the Escrow Agreement. The parties acknowledge that \$25,000 USD of the Deposit shall become non-refundable upon such disclosure, subject to Purchaser's written consent for release.

At Closing, Purchaser shall fund the remaining \$500,000 USD, net of the Deposit credited, into escrow. Any audit-related payment pursuant to Section 6A shall not be credited against the Purchase Price unless expressly agreed in writing.

8. ESCROW AGREEMENT AND RELEASE CONDITIONS

For purposes of this transaction, escrow shall be deemed opened as of February 9, 2026, notwithstanding the later execution of the Escrow Agreement or funding of the Deposit.

Escrow Agent shall release funds only upon written confirmation of:

- transfer of the Common Shares;
- filing and effectiveness of the Series A Certificate of Designation;
- delivery of required board and shareholder approvals;
- issuance and delivery of the Series A Preferred Shares;
- updated capitalization table evidencing Purchaser's majority voting control;
- elimination of related-party debt if applicable;
- confirmation of required public disclosures.

9. DUE DILIGENCE AND CLOSING TIMELINE

Closing shall occur no later than sixty (60) days from the Escrow Opening Date, which date shall be April 10, 2026 (the "Outside Closing Date").

Purchaser shall use commercially reasonable best efforts to consummate the transaction on or before the Outside Closing Date.

The parties acknowledge that February 16, 2026 is a federal banking holiday.

10. REPRESENTATIONS AND COVENANTS

Issuer and Sellers represent that capitalization is accurate, no undisclosed securities exist, preferred stock is authorized, and all required approvals, filings, and disclosures will be timely completed.

11. PUBLIC DISCLOSURE

Issuer shall make all required public disclosures, including disclosure of the Series A Preferred designation sufficient to permit release of the initial non-refundable portion of the Deposit.

12. SECURITIES LAW COMPLIANCE

All securities issued or transferred are restricted securities. No representation is made regarding resale or legend removal.

13. ASSIGNMENT

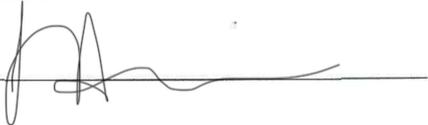
Purchaser may assign its rights prior to Closing.

14. GOVERNING LAW

This Term Sheet shall be governed by the laws of the State of Wyoming.

SIGNATURES

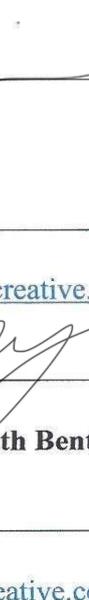
SELLERS:

By: 

Jordan Starkman

Date: February 9, 2026

Email: jstarkman@lsebcreative.com

By: 

Lauren Sidney Elizabeth Bentley

Date: February 9, 2026

Email: lbentley@lsebcreative.com

PURCHASER:

By: 

Name: Robert Switzer

Email: robert.switzer@asteratechnologies.com

ACKNOWLEDGED AND AGREED BY ESCROW AGENT:

Newlan Law Firm, PLLC

By: _____

Eric Newlan, Esq.

Email: eric@newlandpllc.com

Date: _____

**LSEB CREATIVE CORP.
UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
IN LIEU OF A SPECIAL MEETING**

Dated as of: February ?, 2026

The undersigned, constituting all the members of the board of directors (the “Board”) of LSEB Creative Corp., a corporation formed under the laws of Wyoming (the “Corporation”), and the Corporation’s By-laws does hereby agree to the adoption of the following resolutions, with the same force and effect as if made at a duly convened and held meeting of the Board of the Corporation:

RESOLVED, that the Company be, and it hereby is, authorized to approve the designation, rights, preferences and other terms and provisions of the Series A Preferred Stock set forth in the Certificate of Designations Preferences, Rights and Limitations of the Series A Preferred Stock attached hereto as Exhibit A (the “Series A Certificate of Designation”), and execute and file with the Secretary of State of Wyoming the Series A Certificate of Designation; and be it further

RESOLVED, that the Company be, and it hereby is, authorized to issue the Series A Preferred Shares; and be it further

RESOLVED, that the Proper Officers of the Corporation be, and each of them hereby is, empowered to approve or authorize, as the case may be, such further action and the preparation, execution, and delivery of all such further instruments and documents in the name and on behalf of the Corporation, and to pay all such expenses and taxes, as in their judgment shall be necessary, proper, or advisable in order to carry out the intent and accomplish the purposes of the foregoing resolutions; and be it further

RESOLVED, that as used in the foregoing resolutions, the term “the Proper Officers” of the Corporation shall mean the President, Chief Executive Officer and Chief Financial Officer of the Corporation, and each of them, and with respect to matters involving only certification, attestation or countersignatures, any Secretary or Assistant Secretary of the Corporation; and that the proper officers of the Corporation be, and each of them acting alone hereby is, authorized and empowered, acting in the name and on behalf of the Corporation, to take such action and to execute and deliver all agreements, documents, and instruments referred to expressly or generally in the preceding resolutions, and any amendments, supplements, or modifications to any of such agreements, documents, and instruments; such actions, agreements, documents, instruments, amendments, supplements, and modifications shall be in such form and substance as the proper officer executing the same may, in his or her sole discretion, deem to be in the best interest of the Corporation in connection with or arising out of the actions contemplated by the foregoing resolutions; and be it further

RESOLVED, that any and all actions heretofore taken by the directors or officers of the Corporation on behalf of the Corporation in furtherance of the actions authorized or contemplated by the foregoing resolutions be, and they hereby are, ratified, approved, and confirmed in all respects, including, without limitation, the execution and delivery of any documents and instruments, including amendments, supplements, or modifications thereto as have been necessary or appropriate in order to effectuate the actions contemplated by the foregoing resolutions; and be it further

RESOLVED, that this Unanimous Written Consent of the Board of Directors in Lieu of a Special Meeting may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and that facsimile and PDF signatures shall be deemed to have the same effect as originals; and be it further

RESOLVED, that this Unanimous Written Consent of the Board of Directors in Lieu of a Special Meeting shall be filed with the minutes of meetings of the Board and shall be treated for all purposes as action taken at a meeting.

[Signature follows on next page]

IN WITNESS HEREOF, the undersigned, constituting all of the members of the Board, have executed this Unanimous Written Consent of the Board in Lieu of a Special Meeting as of the date first above written.

Lauren Bentley

Jordan Starkman

*CERTIFICATE OF DESIGNATIONS,
PREFERENCES AND
RIGHTS OF SERIES A CONVERTIBLE
PREFERRED STOCK, \$0.0001 PAR VALUE PER SHARE*

LSEB Creative Corp., a corporation organized and existing under the laws of the State of Wyoming (the "**Corporation**"), hereby certifies that the following resolution was adopted by the Board of Directors of the Corporation (the "**Board**") on February ?, 2026 in accordance with the provisions of its Articles of Incorporation (as amended and may be amended from time to time, the "**Articles of Incorporation**") and by-laws. The authorized series of the Corporation's previously-authorized preferred stock shall have the following preferences, privileges, powers and restrictions thereof, as follows:

WHEREAS, pursuant to the Articles of Incorporation, the Board has the authority to issue in one or more series, with such rights, preferences and designations as it deems necessary or advisable without any additional action by the Corporation's shareholders (the "**Preferred Stock Authorization**"); and

RESOLVED, that pursuant to the authority granted to and vested in the Board in accordance with the provisions of the Articles of Incorporation, and by-laws of the Corporation, each as amended or amended and restated through the date hereof, including the Preferred Stock Authorization, the Board hereby authorizes a series of the Corporation's previously authorized preferred stock (the "**Preferred Stock**"), to be issued to certain large shareholders of common stock of the Corporation, and hereby states the designation and number of shares, and fixes the relative rights, preferences, privileges, powers and restrictions thereof as follows:

I. NAME OF THE CORPORATION

LSEB Creative Corp.

II. DESIGNATION AND AMOUNT; DIVIDENDS

a. Designation. The designation of said series of preferred stock shall be Series A Convertible Preferred Stock, \$0.0001 par value per share (the "**Series A Preferred**").

b. Number of Shares. The number of shares of Series A Preferred authorized shall be one million (1,000,000) shares, each of which shall have a stated value equal to \$0.0001 (as may be adjusted for any stock dividends, combinations or splits with respect to such shares) (the "**Series A Stated Value**").

c. Dividends: Initially, there will be no dividends due or payable on the Series A Preferred. Any future terms with respect to dividends shall be determined

by the Board consistent with the Corporation's Certificate of Incorporation. Any and all such future terms concerning dividends shall be reflected in an amendment to this Certificate, which the Board shall promptly file or cause to be filed.

III. LIQUIDATION AND REDEMPTION RIGHTS

In the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, the holder of Series A Preferred (each a "**Holder**") shall be entitled to receive, on parity with the holders Common Stock, based on the amount that would be received if each one (1) share of Series A Preferred was fully converted into 100 shares of the Corporation's Common Stock as of the date of the liquidation, dissolution or winding up of the Corporation. The assets of the Corporation available for distribution to the holders of capital stock of the Corporation shall likewise be distributed to the Holder of the Series A Preferred based on the amount of assets that would be received if each one (1) share of Series A Preferred was fully converted into 100 shares of the Corporation's Common Stock as of the date of the liquidation, dissolution or winding up of the Corporation. The Series A Preferred shall not have any priority or preference with respect to any distribution of any of the assets of the Corporation. Neither a consolidation or merger of the Corporation with another corporation or other entity nor a sale, transfer, lease or exchange of all or part of the Corporation's assets will be considered a liquidation, dissolution or winding up of the affairs of the Corporation for purposes of this Article III.

IV. CONVERSION

a. Conversion at Option of Holder. Each Holder of Series A Preferred may, from time to time and at any time, convert any or all of such Holder's shares of Series A Preferred into fully paid and non-assessable shares of Common Stock of the Corporation in an amount equal to 100 shares of the Corporation's Common Stock per share of Series A Preferred. Conversions of Series A Preferred pursuant to this Section *shall be calculated and made on a post-conversion basis*, such that the number of the shares of Common Stock held by the Holder immediately following the conversion of one share of Series A Preferred would equal 100 shares of Common Stock immediately *following* the conversion.

i. Mechanics of Conversion. A Holder shall effect a conversion by surrendering to the Corporation the original certificate or certificates representing the shares of Series A Preferred to be converted to the Corporation, together with a completed form of conversion notice attached hereto as Exhibit A (the "**Conversion Notice**"). Each Conversion Notice shall specify the number of shares of Series A Preferred to be converted, the date on which such conversion is to be effected, which date may not be prior to the date the Holder delivers such Conversion Notice.

ii. Taxes: The Corporation shall pay any and all taxes that may be imposed upon it with respect to the issuance and delivery of the shares of Common Stock upon the Conversion of the Series A Preferred.

iii. No Fractional Shares: No fractional shares of Common Stock will be issued from the Conversion of the Series A Preferred. If the Conversion of Series A Preferred would result in the issuance of a fractional share of Common Stock to a Holder (aggregating

all shares of Series A Preferred being converted pursuant to a given Notice of Conversion), then the Corporation shall issue one share of Common Stock to each Holder of Series A Preferred with a fractional share as a result of the Conversion.

V. RANK

All shares of the Series A Preferred shall rank on par with the Corporation's Common Stock, based on the amount that would be received if each one (1) share of Series A Preferred was fully converted into 100 shares of the Corporation's Common Stock as of the time of conversion.

VI. VOTING RIGHTS

Each one share of the Series A Preferred shall have voting rights equal to 100 Common Stock. With respect to all matters upon which stockholders are entitled to vote or to which stockholders are entitled to give consent, the Holders of the outstanding shares of Series A Preferred shall vote together with the holders of Common Stock without regard to class, except as to those matters on which separate class voting is required by applicable law or the Corporations Articles of Incorporation or by-laws.

VII. PROTECTION PROVISIONS

So long as any shares of Series A Preferred are outstanding, the Corporation shall not, without first obtaining the unanimous written consent of the Holders of Series A Preferred, alter or change the rights, preferences or privileges of the Series A Preferred so as to affect adversely the Holders of Series A Preferred.

VIII. MISCELLANEOUS

a. Status of Converted or Redeemed Stock: In case any shares of Series A Preferred shall be redeemed or otherwise repurchased or reacquired, the shares so redeemed, repurchased, or reacquired shall resume the status of authorized but unissued shares of preferred stock, and shall no longer be designated as Series A Preferred.

b. Lost or Stolen Certificates: Upon receipt by the Corporation of (i) evidence of the loss, theft, destruction or mutilation of any Series A Preferred Certificate(s) and (ii) in the case of loss, theft or destruction, indemnity (with a bond or other security) reasonably satisfactory to the Corporation, or in the case of mutilation, the Series A Preferred Certificate(s) (surrendered for cancellation), the Corporation shall execute and deliver new Series A Preferred Certificates. However, the Corporation shall not be obligated to reissue such lost, stolen, destroyed or mutilated Series A Preferred Certificates if the Holder of the Series A Preferred

contemporaneously requests the Corporation to convert such holder's Series A Preferred.

c. Waiver: Notwithstanding any provision in this Certificate of Designation to the contrary, any provision contained herein and any right of the Holders of Series A Preferred

granted hereunder may be waived as to all shares of Series A Preferred (and the Holders thereof) upon the unanimous written consent of the Holders of the Series A Preferred.

d. Notices: Any notices required or permitted to be given under the terms hereof shall be sent by certified or registered mail (return receipt requested) or delivered personally, by nationally recognized overnight carrier or by confirmed facsimile transmission, and shall be effective five (5) days after being placed in the mail, if mailed, or upon receipt or refusal of receipt. If delivered personally or by nationally recognized overnight carrier or confirmed facsimile transmission, in each case addressed to a party as set forth below, or such other address and telephone and fax number as may be designated in writing hereafter in the same manner as set forth in this Section.

If to the Corporation:

LSEB Creative Corp.
30 N. Gould St
Sheridan, WY 82801
Attention: Lauren Bentley, Chief Executive Officer

If to the Holders of Series A Preferred, to the address listed in the Corporation's books and records.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has signed this certificate as of February ??, 2026.

LSEB CREATIVE CORP.

BY: _____

Lauren Bentley, Chief Executive Officer