

## **REAL WORLD ASSET (RWA) TOKENIZATION AGREEMENT**

**THIS AGREEMENT** (this “**Agreement**”) is made on 29<sup>th</sup> day October 2025

BEWTEEN:

- (1) **TRIDENT SUCCESS SDN. BHD**, a company incorporated under the laws of Malaysia (Company Registration No. 912231-W) whose registered address is at 85B, Jalan Harmonium 35/1, Taman Desa Tebrau, 81100 Johor Bahru, Johor Darul Ta'zim (the “**Developer**”) of one part; and
- (2) **HONOR APEX VENTURES LIMITED**, a company incorporated under the laws of the British Virgin Island (Company No. 2180122) whose registered address is at Vistra Corporate Service Centre, Wickhams City II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Issuer**”) of the other part.

(collectively known as the “**Parties**”)

**WHEREAS:**

- (A) The **Developer** is the registered and beneficial owner of 21 units of three-storey shop lots and a three-level shopping complex, including the appurtenant car parks, which together constitute the initial **Underlying Asset**, as more particularly described in the First Schedule.
- (B) A single Certificate of Completion and Compliance (CCC) has been issued for the entire Development, comprising the 21 units of three-storey shop lots, the three-level

shopping complex, and the residential apartment units, including the appurtenant car parks, as set out in the Second Schedule.

- (C) This **Agreement** governs the collaboration between the **Developer** and **Issuer** to tokenize real-world assets (RWA) of the **Underlying Asset** as one of the means of sales of the **Underlying Asset** as per the terms and conditions set forth in the **Agreement**.
- (D) The Parties collaborate to ensure a smooth and efficient tokenization process, the Parties separate legal responsibilities and obligations.
- (E) Legal title and ownership rights to the **Underlying Asset** shall remain vested in the **Developer** until such time as the transfer, auction, or disposition of the **Underlying Asset** is completed in accordance with Clause 8 of this **Agreement**. The **Token Holder** entitle only to the **Economic Rights** as defined under this **Agreement** and shall not, at any time, have any direct ownership, voting rights, control, or management rights over the **Underlying Asset**. For the avoidance of doubt, this restriction applies before, on, and after the **Closing Day**, until such time as the transfer, auction, or disposition of the **Underlying Asset** is completed in accordance with Clause 8 of this **Agreement**. Additional rights, if any, may only be granted to the **Token Holders** after the **Closing Day** subject to the **Issuer**'s sole discretion and as expressly provided in this **Agreement**.

**NOW IT IS HEREBY AGREED** as follows:

1. **Definitions and interpretation**

1.1 In this **Agreement**, including the Recitals hereof, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“**Closing Day**” means the calendar day falling five (5) years after the day of the **Token Generation Event**, marking the commencement of post-closing arrangements under Clause 8 of this **Agreement**.

“**Digital Token**” means a cryptographically secured digital representation of the holder’s **Economic Rights** arising from or linked to the **Underlying Asset**, created and recorded using distributed ledger or similar technology. Each **Digital Token** evidences a proportionate entitlement to **Economic Rights** derived from the **Underlying Asset** in accordance with this **Agreement**, but does not confer any ownership, voting, control, or management rights over the **Underlying Asset**, unless otherwise provided in this **Agreement**.

“**Economic Rights**” means to the rights pursuant to Clause 7 and Clause 8 of this **Agreement**.

“**Effective Date**” means the date on which this **Agreement** is signed by the Parties.

“**Force Majeure Event**” means any event or circumstance beyond the reasonable control of either party that prevents or delays the performance of the Parties obligations under this **Agreement**. Such events may include but not limited to natural disasters, acts of God, war terrorism, pandemics, civil disturbances, governmental actions, changes in law or regulations, strikes, lockouts, and other labour disputes or failures of public infrastructures (such as power outages or interruptions in telecommunications).

“**Initial Valuation Report**” means the independent valuation report on the Initial **Underlying Asset** prepared by a duly licensed, reputable, and independent professional valuer, which forms the basis for determining the **Par Value** of each **Digital Token** and serves as the initial benchmark for any subsequent valuation, replacement, or value

adjustment under this **Agreement**.

“**Platform**” means competent and suitable platforms and/or custodian for the selling and trading, storage of the **Digital Token** on decentralized marketplaces/ trading platform. The term “custodian” includes entities that underwrite the initial issuance of the **Digital Token** or subcontracted platforms appointed for such purposes.

“**Par Value**” means **USD\$10** per **Digital Token** based on the value of the initial **Underlying Asset** as determined in the **Initial Valuation Report**.

“**Title Transfer Date**” means the calendar day on which the Memorandum of Transfer (Form 14A) or any equivalent instrument of transfer executed by the Developer or a third-party purchaser is duly accepted for registration by the relevant Malaysian Land Office (Pejabat Tanah) pursuant to the National Land Code 1965 (Act 56 of 1965), signifying the legal transfer of ownership of the **Underlying Asset** to the transferee or such other person as may be designated under Clause 8 of this **Agreement**.

“**Token Holder**” means any person or entity who subscribes to, purchases, or otherwise holds the **Digital Token** through the **Platform**, whether in the initial offering or in subsequent transactions.

“**Token Generation Event**” means the point of time at which the **Digital Token** are minted and recorded on the blockchain, making them visible, transferable, and accessible to the **Token Holder**, within the year of 2025.

“**Underlying Asset**” means the one as set out under the First Schedule and/or the **Replacement Asset** as set out under Clause 6 of this **Agreement**.

“**USD**” means the United States dollars, the lawful currency of the United States.

“**the Agreement**” means this RWA Tokenized Agreement as amended, modified and supplemented from time to time.

- 1.2 Clause and Schedule headings are for ease of reference only and shall not affect the construction of this **Agreement**.
- 1.3 The Recitals form part of this **Agreement** and shall have the same force and effect as if expressly set out in the body of this **Agreement** and any reference to this **Agreement** shall include the Recitals.

## 2. Consideration

- 2.1 In consideration of the **Developer**'s obligation under this **Agreement**, the Issuer agrees to issue the **Digital Token** to the **Developer** in accordance with the terms and conditions set forth in this **Agreement**.
- 2.2 The costs of issuing the **Digital Token** to be paid by the Issuer.

## 3. Scope of Tokenization

- 3.1 The Issuer shall issue the 5,000,000 **Digital Token** by minting such cryptocurrency in the blockchain.
- 3.2 The **Underlying Asset** which would be tokenized is valued at the sum of USD 50 million as per the **Initial Valuation Report** prior to the **Effective Date** of this **Agreement**.

3.3 The **Digital Token** shall be based on the ERC-1404 standard or other applicable blockchain token standards, as determined by the **Issuer**. The **Issuer** shall use its best endeavours to mint the **Digital Token** in compliance with all applicable laws and regulations.

3.4 The **Digital Token** governed by this **Agreement** is a utility token, not a security token. The Parties expressly acknowledge and agree that they have no intention to issue, sell, grant any participation in, or otherwise distribute the **Digital Token** in a manner that would violate any applicable securities laws or regulations in any relevant jurisdiction.

#### **4. Roles and Responsibilities of the Parties**

##### **4.1 Developer's Rights and Obligations**

The **Developer** shall:

- (a) provide necessary documentation (title deeds, relevant approval if required), associated with the **Underlying Asset** for valuation;
- (b) ensure the legal and regulatory compliance of the **Underlying Asset** including but not limited to maintaining its ownership/legal rights on the **Underlying Asset** until the **Title Transfer Date**;
- (c) be responsible for ensuring that the **Underlying Asset** is free from all encumbrances, charges, liens, or mortgages, and shall deliver a clean and registrable title to the **Issuer** holding on behalf of the **Token Holder** at the **Closing Day**;
- (d) have the right to substitute or dispose of part of the **Underlying Asset** before the **Closing Date**, provided that any such action shall be subject to the **Issuer**'s prior written approval, and that the **Replacement Asset** is of equal or greater value and does

not adversely affect the economic rights of the **Token Holder**;

(e) shall maintain adequate insurance coverage for the **Underlying Asset** at its own cost, including but not limited to fire, property damage, and liability insurance, and shall name the Issuer as an interested party (if applicable) until the **Title Transfer Date**;

(f) shall maintain accurate and up-to-date records relating to the **Underlying Asset** and shall, upon reasonable request, grant the **Issuer** or its representatives access to such records for audit, inspection, or compliance purposes until the **Title Transfer Date**;

and

(g) is responsible for the management of the **Underlying Asset**, may conduct renovation, refurbishment, or upgrading works to the **Underlying Asset**, provided that such works shall not materially impair the usability or value of the asset, and are notified in advance to the Issuer until the **Title Transfer Date**.

#### 4.2 Issuer's Rights and Obligations

The **Issuer** shall:

(a) be responsible for the tokenization process: including but not limited to (i) create the **Digital Token** (ii) arrange, design and deploy smart contracts for **Digital Token** issuance, minting, burning on a compliant blockchain (iii) **Digital Token** distribution and sale, transfers, storage in the **Platform** (iv) arrange and facilitate secondary market trading in legal **Platform** (v) facilitate tracking **Digital Token** performance;

(b) ensure compliance with blockchain security and audit standards (including but not limited to the regular audits by the competent authority to verify the relevant particulars of the **Digital Token**, KYC/AML integration and procedures and investor verification for **Token Holder**) by itself and/or use best endeavours to ensure such standard with the **Platform**;

(c) ensure the **Platform** obtain required licenses for issuance (e.g. broker-dealer, custodian

licenses or likewise);

- (d) shall issue the **Digital Token** no later than the **Token Generation Event**; and
- (e) has discretion to allot, allocate or associate the **Digital Token** with a particular property or component of the **Underlying Asset**.

## **5. Term and Duration**

This **Agreement** shall commence on the **Effective Date** and shall remain in full force and effect until all post-closing arrangements under Clause 8 have been fully completed and settled, unless earlier terminated in accordance with this **Agreement**. For the avoidance of doubt, the “**Closing Day**” marks the commencement of the post-closing process as described under Clause 8. The Parties may mutually agree in writing to formally terminate this **Agreement** upon the full completion of all post-closing arrangements.

## **6. Change of Underlying Asset**

### **6.1 The Proposed change of Underlying Asset**

Before the **Closing Date**, in the event that the **Developer** intends to dispose of, replace, or otherwise effect any change to the **Underlying Asset** (the “**Proposed Change**”), the **Developer** shall:

- (a) Notify the Issuer in writing at least thirty (30) days prior to the **Proposed Change**, specifying the nature, reason, and intended timing of the change.

- (b) Submit to the **Issuer** a valuation report of the proposed replacement asset (the “**Replacement Asset**”), prepared by an independent, reputable, and duly licensed valuer, demonstrating that the value of the **Replacement Asset** is not less than the market value of the initial **Underlying Asset** (or the portion thereof being replaced), as stated in the **Initial Valuation Report**, for the purpose of maintaining equivalent token representation value.
- (c) Obtain the prior written consent of the **Issuer** to proceed with the **Proposed Change**.

## 6.2 **Replacement Options and Proceeds Management**

The Proposed Change may take the following forms:

- (a) **Replacement with existing Underlying Asset** – The **Developer** may substitute the **Underlying Asset** with another real estate asset it has already acquired, subject to Clause 6.1.
- (b) **Replacement with newly acquired asset** – The **Developer** may dispose of the **Underlying Asset** and use the proceeds to acquire a new asset, which shall be designated as the **Replacement Asset**, subject to Clause 6.1.
- (c) **Proceeds held in joint-control account** – In all cases where the **Underlying Asset** is disposed of and proceeds are received (whether or not a **Replacement Asset** is immediately available), such proceeds shall be deposited into a joint escrow or custodial account under the joint control of the **Developer** and the **Issuer**. No withdrawal or use of such funds shall be permitted without the joint written instruction of both parties.

## 6.3 **Value Adjustment Mechanism**

- (a) If the effective per-token value derived from the sale of the initial **Underlying**

**Asset** (or any fractional portion thereof) exceeds the **Par Value** of each **Digital Token**, the **Developer** shall, at its own cost, acquire and allocate a **Replacement Asset** whose value is not less than the market value of the disposed initial **Underlying Asset** (in whole or in part) as stated in the **Initial Valuation Report**;

(b) If the effective per-token value derived from the sale of the initial **Underlying Asset** (whether in whole or in part) is lower than the **Par Value** of each **Digital Token**, the **Developer** shall, at its own cost, promptly top up and compensate for the shortfall with cash or equivalent assets of equivalent value, such value to be determined based on the most recent valuation report prepared pursuant to Clause 6.1(b).

6.4 The **Replacement Asset** must be legally transferred and registered as the new **Underlying Asset** no later than four and a half (4.5) years from the **Token Generation Event**, to ensure that the replacement takes effect.

6.5 The **Issuer** shall not be liable for any consequences arising from the approval of such **Proposed Change** if it is based solely on the representations, warranties, and independent valuation provided by the **Developer** or its appointed third parties.

## 7. Majority Takeover Right

7.1 In the event that any **Token Holder** acquires and maintains ownership of at least fifty percent (50%) (the “**Majority Token Holder**”) of the **Digital Token**, the **Majority Token Holder** shall have the right, but not the obligation, to initiate a takeover action

to acquire (the “**Takeover Right**”) the remaining **Digital Token** held by other holders (the “**Minority Token Holders**”), which shall be conducted under the following terms:

- (a) **Notice of Intent:** The **Majority Token Holder** shall provide to all **Minority Token Holders** its intention to exercise the Takeover Right. The notice shall include the intended date of completion (no less than fifteen (15) calendar days from the date of notice) and the valuation methodology used to determine the market price. Such notice shall be published on the official website and the official Twitter channel or any equivalent official communication channel, from the time the notice is issued until the start of the voting period i.e. for seven (7) days with four (4) notices per day to inform the **Minority Token Holders** of their right to vote.
- (b) **Voting period:** Voting shall take place during the 24-hour window on the 8<sup>th</sup> calendar day following the issuance of the Notice of Intent. During this period, **Minority Token Holders** may cast their votes either in favor or against the proposed takeover. Abstentions are not allowed.
- (c) **Voting Power:** Each **Minority Token Holder**’s vote is proportional to the number of Digital Tokens held.
- (d) **The Minimum Participation Threshold:** The total number of votes cast by **Minority Token Holders** must represent at least 10% of the total **Digital Tokens** in circulation. The voting outcome shall be considered valid only if this threshold is met. Once this threshold is met, the decision will be determined by a simple majority (i.e. more than 50% of the votes cast).

(e) **Right to Withdraw:** If the takeover is approved by the vote, the **Majority Token Holder** shall have the right to withdraw the takeover proposal within 7 days after the voting period ends.

(f) **Market Price Determination:** If the takeover is approved and the **Majority Token Holder** proceeds with acquiring the remaining **Digital Tokens**, the purchase price shall be based on the average market price of the **Digital Tokens** on the exchange with the highest liquidity during the fourteen (14) calendar days immediately following the issuance of the Notice of Intent.

(g) **Purchase and Transfer:** Subject to the fulfillment of the condition aforesaid mentioned and upon the effective date of the **Takeover**, settlement shall be made after deducting all reasonable and necessary costs shall be made in USDT, USDC, ETH or any other prevailing digital currency deemed appropriate by the **Issuer** within 24 hours (subject to the blockchain network performance) to the **Minority Token Holders**.

7.2 Upon successful takeover i.e. the **Majority Token Holder** acquires 100% of the issued Digital Tokens prior to the **Closing Day**, the **Majority Token Holder** shall have the right to acquire the legal title to the **Underlying Asset**. The **Developer** and **Issuer** shall facilitate the transfer as soon as practicable.

7.3 **Restriction on Re-Issuance of Notice:** If the takeover fails to complete, the same **Majority Token Holder** may issue a new Notice of Intent only after thirty (30) days from the previous attempt.

## **8. Arrangement after the Closing Day**

8.1 The redemption process of **Digital Tokens** shall commence on and from the **Closing Day** onwards, i.e. calendar date falling five (5) years after the **Token Generation Event**.

### Token Holder E-Meetings

8.2 The Issuer shall convene a series of **Token Holder** electronic meetings (“E-Meetings”) for the purpose of resolving the post-**Closing Day** arrangement of the **Underlying Asset**, particularly whether the **Underlying Asset** shall be transferred to and held by a third-party trustee for the benefit of the **Token Holders**.

8.3 The E-Meetings shall be convened according to the following schedule:

**First E-Meeting:** On the **Closing Day**;

**Second E-Meeting:** within Six (6) months after the **Closing Day**;

**Third E-Meeting:** within Nine (9) months after the **Closing Day**;

**Fourth E-Meeting:** within Twelve (12) months after the **Closing Day**.

### Participation Requirements

8.4 To participate in any E-Meeting, **Token Holders** shall submit the following documents to the **Issuer** at least seven (7) calendar days prior to the meeting:

- (a) **KYC verification:** **Token Holders** shall complete a Know-Your-Customer (KYC) process facilitated by the **Issuer** through a third-party compliance provider or integrated **Platform**. This may include biometric verification, proof of residence as required by applicable laws and **Platform** policies;
- (b) Proof of beneficial ownership of **Digital Token** (wallet address and transaction hash or screenshot of token balance);
- (c) A signed attendance form (to be provided by the Issuer); and
- (d) For corporate **Token Holders**: Board resolution and authorization letter.

#### Voting Mechanism

8.5 All **Token Holder** resolutions shall be passed via an electronic voting system designated by the Issuer. Each Token represents one vote. **Token Holder** may vote:

- (a) **Directly**, by attending the E-Meeting via secure electronic platform provided by the **Issuer**; or
- (b) **By Proxy**, by appointing another **Token Holder** or authorized representative to vote on their behalf using a standard proxy form to be submitted at least seven (7) calendar days before the meeting.

#### Quorum and Validity

8.6 The quorum for any E-Meeting shall be **Token Holder** representing at least seventy-five percent (75%) of the total **Digital Token** issued. If the quorum is not met,

the meeting shall be deemed invalid and shall be reconvened at the next scheduled date as set out in Clause 8.3.

- 8.7 Notwithstanding the foregoing, the reconvening of E-Meetings shall be limited to a maximum of four (4) meetings within a period not exceeding twelve (12) months from the Closing Day.
- 8.8 If, the required quorum is still not met in the fourth E-meeting, the fourth E-Meeting shall proceed as the final governance meeting (“**Final Governance Meeting**”). At such Final Governance Meeting, all unrepresented **Digital Token** held by absent **Token Holder** shall be deemed to have delegated their voting rights to the **Issuer**, who shall exercise such rights in good faith in the best interest of all **Token Holder**.
- 8.9 The resolutions passed at the Final Governance Meeting, including those voted on by the **Issuer** on behalf of unrepresented Tokens, shall be binding and deemed valid for all purposes under this **Agreement**.

#### Resolutions and Voting Threshold and Trustee Arrangement

The primary resolution to be voted upon in each E-Meeting is as follows.

- 8.10 To authorize the **Issuer** to appoint an independent and duly licensed trustee, or such other structure the **Issuer** may consider appropriate, to take legal title and hold the

**Underlying Asset** on behalf of all **Digital Token Holder**, and to sign and deliver any documents or instruments necessary to give effect to such arrangement. All related legal costs, taxes and stamp duties shall be borne by the **Developer**. A resolution shall be deemed passed if approved by **Token Holder** representing **at least seventy-five percent (75%)** of the **Digital Tokens** present and voting at the meeting (whether attending in person, represented by proxy, or by the **Issuer** pursuant to Clause 8.8).

8.11 To authorize the **Issuer** to appoint a qualified and independent third party (such as licensed auctioneer) to conduct a compulsory auction or acquisition of the **Underlying Asset**. The **Issuer** shall instruct such third party to:

- (a) distribute the remaining net proceeds to all **Digital Token Holder** pro rata according to their respective holdings; and
- (b) if the net proceeds are insufficient to cover the aggregate **Par Value** of all **Digital Token**, the **Issuer** shall record and notify the **Developer** in writing of such shortfall, and the **Developer** shall make up such shortfall, without prejudice to any other remedies expressly provided in this **Agreement**. A resolution approving such forced action or acquisition shall be deemed passed if approved by **Token Holder** representing at least seventy-five percent (75%) of the **Digital Tokens** present and voting at the meeting (whether attending in person, represented by proxy, or by the **Issuer** pursuant to Clause 8.8)

8.12 Upon the occurrence of an event under Clause 8.10 or 8.11, the **Developer** further covenants and undertakes as follows:

- (a) to execute, deliver and register all necessary documents and instruments, and to provide all reasonable cooperation and access as may be required, so as to enable the **Issuer** or its appointed third party to complete the transfer of ownership and/or the auction or acquisition of the **Underlying Assets**.
- (b) to acknowledge and accept that the sale and transfer of the **Underlying Asset** (whether effected pursuant to Clause 8.10 by way of ownership transfer or pursuant to Clause 8.11 by way of auction or acquisition) shall be final and binding, and to waive any right to object, delay, or otherwise impede the auction or acquisition or transfer of ownership; and
- (c) to bear and promptly pay all taxes, stamp duties, auction expenses, legal fees, and other costs in connection with such ownership transfer and/or auction or acquisition, and, in the event that the net proceeds of the auction or acquisition are insufficient to cover the aggregate **Par Value** of all **Digital Token**, to make up such shortfall, without prejudice to any other remedies expressly provided in this **Agreement**.

#### Inactive Token Holder and Token Forfeiture

8.13 A **Token Holder** shall be deemed inactive (an “**Inactive Token Holder**”) if such holder:

- (a) Fails to attend or participate in all of the four (4) scheduled E-Meetings convened by the **Issuer** within twelve (12) months from the **Closing Day**; and
- (b) Fails to submit any written communication, voting instruction, attendance confirmation, or Know-Your-Customer (KYC) verification to the **Issuer** within the same period.

8.14 The **Issuer** reserves the right to deal with the **Digital Token** in the manner described above, as it deems appropriate, at its sole discretion, depending on the prevailing circumstances.

## **9. Representation, Warranties and Undertakings**

### **9.1 Developer**

The **Developer** warrants and undertakes to the **Issuer** that:-

- (a) The **Developer** has the legal capacity and authority to enter into this **Agreement** and to perform its obligations hereof.
- (b) The **Developer** will use its best endeavor to procure the valuer to provide asset validation, ensuring its legitimacy and value for **Digital Token** and **Replacement Asset**.
- (c) The **Developer** has not made any false, misleading, or deceptive statements or omissions in connection with the valuation of the **Underlying Asset**.
- (d) The intellectual property rights of the **Digital Token** shall belong to the **Issuer**.

- (e) The **Developer** acknowledges **Issuer** owns the smart contract code and token design.
- (f) The **Developer** understands that the **Issuer** makes no guarantee about the future value and that no market liquidity may be guaranteed and that the value of the **Digital Token** within the Term may experience volatility or depreciate fully. The **Issuer** shall not be held liable for market value, transferability or liquidity of the **Digital Token**.

## 9.2 **Issuer**

The **Issuer** warrants and undertakes to the **Developer** that:-

- (a) The **Issuer** has the legal capacity and authority to enter into this **Agreement** and to perform its obligations hereof.
- (b) The issuance of the **Digital Token** complies with all applicable laws, rules, and regulations of the jurisdiction in which they are issued and trade.
- (c) The **Issuer** shall use its best endeavours to execute the process of tokenization under this **Agreement**, in compliance of the laws of the relevant jurisdiction(s).
- (d) The **Issuer** further warrants and undertakes that the tokenization shall not involve any infringement of copyright or intellectual property rights, invasion of privacy, defamation, any other wrongful or illegal use of any material or violations of any law, rule, or regulation.
- (e) The **Issuer** should use its best endeavours by itself or procure the **Platform** to give necessary and sufficient notice to the **Token Holder** on jurisdictional restrictions in certain countries.

## 9.3 **Obligations of the Parties**

Each Party hereto warrants and undertakes to the other party that:

(a) It shall treat strictly confidential any non-public information disclosed during the course of this **Agreement**, and procure its directors, officers, employees, advisers, agents, and consultants to treat as strictly confidential all provisions of this **Agreement**. Confidential information includes, but not limited to, business plans, proprietary technologies, personal data of the parties involved. Except where such disclosure is required by law, regulation, court order, valid legal process, or any governmental or regulatory authority.

(b) Each Party will do and will use its best endeavours to procure any third party to do whatever is necessary to give effect to the provisions of this **Agreement** and the transactions hereby contemplated.

(c) To comply with the law of relevant jurisdictions.

## **10. Termination and Early Termination**

10.1 The **Agreement** shall terminate under the following circumstances:-

(a) If the tokenization process fails due to a change in applicable law or regulatory requirements that renders this **Agreement** illegal, unenforceable, or non-compliant.

(b) The **Issuer** fails to mint 100% **Digital Token** before the **Token Generation Event** or any other date to be mutually agreed between the Parties.

Such termination shall be without prejudice to any rights, obligations, or remedies accrued prior to the date of termination.

10.2 In the event that a **Force Majeure Event** occurs which prevents either Party from performing its obligations under this **Agreement**, the affected Party shall be excused

from such performance to the extent and for the duration of the **Force Majeure Event**.

10.3 The foregoing shall apply provided that:

- (a) The affected Party promptly notifies the other Party in writing of the occurrence of the **Force Majeure Event**, including the nature of the event and its anticipated impact on performance.
- (b) The affected Party uses all reasonable efforts to mitigate the effects of the **Force Majeure Event** and to resume performance of its obligations as soon as reasonably practicable.
- (c) If the **Force Majeure Event** continues for a period exceeding ninety (90) consecutive days, either Party may terminate this **Agreement** by giving written notice to the other Party. Such termination shall be without prejudice to any rights, remedies, or obligations that have accrued prior to the effective date of termination.
- (d) The provisions of this Clause are in addition to, and not in substitution for, any other rights or remedies available to the Parties under this **Agreement** or under applicable law.
- (e) Notwithstanding the foregoing, any obligation to make payments of sums due under this **Agreement** shall not be excused by a **Force Majeure Event**, except where such event directly and demonstrably prevents the processing or transfer of such payments.

10.4 Unless otherwise stipulated, no early termination event shall occur other than for the reasons expressly stated in this Clause 10, and redemption shall only take place upon the expiry of the five-year (5) term pursuant to this **Agreement**.

## **11. Indemnification**

- 11.1 Defaulted party shall fully indemnify, defend and hold harmless the innocent party and any of its directors, officers, employees, advisers, agents, consultants or otherwise (each an “**Indemnified Party**”) from and against any and all losses, damages, liabilities, claims, proceedings, costs and expenses (including the legal fees, disbursements and other charges of counsel incurred by the Indemnified Party resulting from or arising out of any breach by the defaulted party of any of its warranties or undertakings in this **Agreement**).
- 11.2 The representation, warranties and undertaking made by the Parties herein shall survive the termination of this **Agreement**.

## **12. Confidentiality**

Each Party shall keep the contents of this **Agreement** in the strictest confidence and shall not disclose the same to any person unless disclosure is required to be made by law or regulation or any regulatory authority to which the disclosing Party is subject, or to the professional advisors, investors, auditors or bankers of the Parties on a need-to-know basis only or to the Borrower and/or the Mortgagor and/or the Guarantor or their professional advisers on a need-to-know basis or for the purpose of enforcement.

## **13. Notice**

- 13.1 All notices, requests, demands or other communication (“**Notice**”) to or upon the parties under or pursuant to this **Agreement** shall be in writing addressed to their respective principle place of business or at such other address as such party may

hereafter specify to the other party and shall be deemed to have been duly given or made on the day of delivery if served personally or by email, or five (5) Business Days after mailing if mailed by registered postage prepaid:

**To TRIDENT SUCCESS SDN. BHD (the Developer)**

Address : 85B, Jalan Harmonium 35/1, Taman Desa Tebrau, 81100 Johor Bahru, Johor Darul Ta'zim

Attention to : L.S Kong

Title : Chief Executive Officer

Email address : tridentsuccesssdnbhdjohor@gmail.com

**To HONOR APEX VENTURES LIMITED (the Issuer)**

Address : Vistra Corporate Service Centre, Wickhams City II, Road Town, Tortola, VG1110, British Virgin Islands

Attention to : Jerry Hu

Title : Chief Executive Officer

Email address : infinityworldassetdao@gmail.com

13.2 The Parties agree to notify each other promptly of any change to their contact information, including email address and physical addresses.

13.3 The Parties shall inform each other of any changes to their legal status or other material information that may affect the performance of this **Agreement**.

#### **14. Assignment**

This Agreement shall be binding upon and inure for the benefit of each party hereto and its successors and permitted assigns but, except as expressly provided herein, no party shall assign or transfer all or any of its rights or obligations hereunder without the prior written consent of the other party.

#### **15. Variation**

No variation or amendment of this **Agreement** shall be valid or effective unless made in writing and signed by or on behalf of all parties hereto.

#### **16. Severability**

- 16.1 Each provision of this **Agreement** is severable and distinct from the others. If any provision of this **Agreement** (wholly or partly) is or becomes illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of any other provision of this **Agreement**.
- 16.2 If any provision of this **Agreement** (wholly or partly) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if the provision or some part of it was deleted or modified, the provision or part of it in question shall apply with such deletions and modifications as may be necessary to make it legal, valid and enforceable.
- 16.3 The parties hereto agree, in the circumstances referred to in Clause 16.1 and if Clause 16.2 does not apply, they shall attempt in good faith to substitute for any such illegal,

invalid or unenforceable provision within a reasonable period to be mutually agreed by the parties hereto a legal, valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the relevant illegal, invalid or unenforceable provision.

## **17. Waiver**

- 17.1 No failure, delay, indulgence, act, omission or forbearance by any party hereto in exercising any claim, right, power, privilege or remedy under this **Agreement** shall operate as a waiver, nor shall any single or partial exercise of any claim, right, power, privilege or remedy prevent any future exercise of it or the exercise of any other claim, right, power, privilege or remedy.
- 17.2 Any rights (including right of rescission), powers or remedies conferred on a party hereto by this **Agreement** are cumulative and shall be in addition to and without prejudice to all other rights, powers and remedies available to it (and, without prejudice to the generality of the foregoing, shall not extinguish any right to damages to which such party may be entitled in respect of the breach of this **Agreement**) and no exercise or failure to exercise such rights, powers or remedies shall constitute a waiver by such party of any such rights, powers or remedies.

## **18. Entire Agreement**

This **Agreement** constitutes the entire agreement and understanding between the parties

hereto relating to the subject matters contemplated by this **Agreement** and supersede any and all previous agreements or arrangements between and among the parties hereto relating to such subject matter.

## **19. Costs**

The parties hereto will each pay their own costs and expenses in connection with the negotiation, preparation and execution of this **Agreement**, and any other documents referred to in or incidental to this **Agreement**

## **20. Counterparts**

This **Agreement** may be executed in one or more counterparts and by the parties hereto on separate counterparts, but shall not be effective until each party has executed at least one counterpart and each such counterpart shall constitute an original of this **Agreement** but all the counterparts shall together constitute one and the same instrument. A party hereto may execute this **Agreement** on a facsimile or scanned copy counterpart and deliver its signature by facsimile or scanned copy via email.

## **21. Governing Law and Jurisdiction**

21.1 This **Agreement** shall be governed by and construed in accordance with the laws of the British Virgin Islands.

21.2 The Parties shall irrevocably submit any and all unsettled disputes to the exclusive jurisdiction of the courts of the British Virgin Islands.

## First Schedule

### (the Underlying Asset)

All that units held under Geran 339248, Lot 184960, in Mukim Plentong, Daerah Johor

Bahru, State of Johor, measuring approximately **42,122** square meters

Item	Unit	Level	Title Info	Area (Square Meter)	Usage
1	D-L1-01	1	GERAN 339248, LOT 184960	153	SHOP LOT
	D-L2-01	2	GERAN 339248, LOT 184960	157	SHOP LOT
	D-L3-01	3	GERAN 339248, LOT 184960	157	SHOP LOT
2	D-L1-02	1	GERAN 339248, LOT 184960	116	SHOP LOT
	D-L2-02	2	GERAN 339248, LOT 184960	99	SHOP LOT
	D-L3-02	3	GERAN 339248, LOT 184960	116	SHOP LOT
3	D-L1-03	1	GERAN 339248, LOT 184960	144	SHOP LOT
	D-L2-03	2	GERAN 339248, LOT 184960	116	SHOP LOT
	D-L3-03	3	GERAN 339248, LOT 184960	133	SHOP LOT
4	D-L1-04	1	GERAN 339248, LOT 184960	120	SHOP LOT
	D-L2-04	2	GERAN 339248, LOT 184960	92	SHOP LOT
	D-L3-04	3	GERAN 339248, LOT 184960	121	SHOP LOT
5	D-L1-05	1	GERAN 339248, LOT 184960	109	SHOP LOT
	D-L2-05	2	GERAN 339248, LOT 184960	83	SHOP LOT
	D-L3-05	3	GERAN 339248, LOT 184960	109	SHOP LOT
6	D-L1-06	1	GERAN 339248, LOT 184960	109	SHOP LOT
	D-L2-06	2	GERAN 339248, LOT 184960	83	SHOP LOT
	D-L3-06	3	GERAN 339248, LOT 184960	109	SHOP LOT
7	D-L1-07	1	GERAN 339248, LOT 184960	120	SHOP LOT
	D-L2-07	2	GERAN 339248, LOT 184960	92	SHOP LOT
	D-L3-07	3	GERAN 339248, LOT 184960	121	SHOP LOT
8	D-L1-08	1	GERAN 339248, LOT 184960	120	SHOP LOT
	D-L2-08	2	GERAN 339248, LOT 184960	92	SHOP LOT
	D-L3-08	3	GERAN 339248, LOT 184960	121	SHOP LOT
9	D-L1-09	1	GERAN 339248, LOT 184960	109	SHOP LOT
	D-L2-09	2	GERAN 339248, LOT 184960	83	SHOP LOT
	D-L3-09	3	GERAN 339248, LOT 184960	109	SHOP LOT
10	D-L1-10	1	GERAN 339248, LOT 184960	109	SHOP LOT

	D-L2-10	2	GERAN 339248, LOT 184960	83	SHOP LOT
	D-L3-10	3	GERAN 339248, LOT 184960	109	SHOP LOT
11	D-L1-11	1	GERAN 339248, LOT 184960	120	SHOP LOT
	D-L2-11	2	GERAN 339248, LOT 184960	92	SHOP LOT
	D-L3-11	3	GERAN 339248, LOT 184960	121	SHOP LOT
12	E-L1-12	1	GERAN 339248, LOT 184960	316	SHOP LOT
	E-L2-12	2	GERAN 339248, LOT 184960	266	SHOP LOT
	E-L3-12	3	GERAN 339248, LOT 184960	316	SHOP LOT
13	E-L1-13	1	GERAN 339248, LOT 184960	294	SHOP LOT
	E-L2-13	2	GERAN 339248, LOT 184960	247	SHOP LOT
	E-L3-13	3	GERAN 339248, LOT 184960	294	SHOP LOT
14	E-L1-14	1	GERAN 339248, LOT 184960	280	SHOP LOT
	E-L2-14	2	GERAN 339248, LOT 184960	234	SHOP LOT
	E-L3-14	3	GERAN 339248, LOT 184960	280	SHOP LOT
15	E-L1-15	1	GERAN 339248, LOT 184960	248	SHOP LOT
	E-L2-15	2	GERAN 339248, LOT 184960	216	SHOP LOT
	E-L3-15	3	GERAN 339248, LOT 184960	263	SHOP LOT
16	E-L1-16	1	GERAN 339248, LOT 184960	280	SHOP LOT
	E-L2-16	2	GERAN 339248, LOT 184960	233	SHOP LOT
	E-L3-16	3	GERAN 339248, LOT 184960	280	SHOP LOT
17	E-L1-17	1	GERAN 339248, LOT 184960	316	SHOP LOT
	E-L2-17	2	GERAN 339248, LOT 184960	266	SHOP LOT
	E-L3-17	3	GERAN 339248, LOT 184960	316	SHOP LOT
18	F-L1-18	1	GERAN 339248, LOT 184960	222	SHOP LOT
	F-L2-18	2	GERAN 339248, LOT 184960	183	SHOP LOT
	F-L3-18	3	GERAN 339248, LOT 184960	222	SHOP LOT
19	F-L1-19	1	GERAN 339248, LOT 184960	219	SHOP LOT
	F-L2-19	2	GERAN 339248, LOT 184960	184	SHOP LOT
	F-L3-19	3	GERAN 339248, LOT 184960	219	SHOP LOT
20	F-L1-20	1	GERAN 339248, LOT 184960	179	SHOP LOT
	F-L2-20	2	GERAN 339248, LOT 184960	152	SHOP LOT
	F-L3-20	3	GERAN 339248, LOT 184960	187	SHOP LOT
21	F-L1-21	1	GERAN 339248, LOT 184960	221	SHOP LOT
	F-L2-21	2	GERAN 339248, LOT 184960	182	SHOP LOT

	F-L3-21	3	GERAN 339248, LOT 184960	221	SHOP LOT
22	L1-22	1	GERAN 339248, LOT 184960	6432	SHOP COMPLEX
23			GERAN 339248, LOT 184960	2656	CARPARK
24	L2-22	2	GERAN 339248, LOT 184960	7240	SHOP COMPLEX
25		2	GERAN 339248, LOT 184960	2656	CARPARK
26		NI	GERAN 339248, LOT 184960	2656	CARPARK
27	L4-22	4	GERAN 339248, LOT 184960	2134	SHOP COMPLEX
28		B1	GERAN 339248, LOT 184960	7285	CARPARK

**Total                    42,122**

## Second Schedule

(A single Certificate of Completion and Compliance (CCC))

**UNDANG-UNDANG KECIL BANGUNAN SERAGAM 1986**

**BORANG F**

**PERAKUAN SIAP DAN PEMATUHAN**  
[undang-undang kecil 25]

LAM / J / No. **10090**  
Tarikh : **02 MAY 2024**

Kepada : \*

TRIDENT SUCCESS SDN BHD  
85, JALAN HARMONIUM 35/1,  
TAMAN DESA TEBRAU,  
81100 JOHOR BAHRU, JOHOR.

Saya dengan ini mengeluarkan Perakuan Siap dan Pematuhan untuk bangunan/bangunan-bangunan atas Lot/Lot/Lot/Seksyen/Jalan PERMOHONAN PELAN BANGUNAN DI BAWAH AKTA 133 BAGI PELAN PINDAAN KE ATAS PELAN LULUS MPPG:JBN/305/2016(PG)(13) BERTARikh 17 JANUARI 2017 & MPJBT(JB)RP/3/30/2015 BIL 12/2015(1) BERTARikh 07/12/2015 BAGI TUJUAN PEMBANGUNAN BERSTRATA KOMERSIAL BERCOMPUR 7 BLOK PANGSAPURI PERKHIDMATAN 35 TINGKAT (1609 UNIT) YANG MENGANDUNGI : I. 3 BLOK PANGSAPURI PERKHIDMATAN 30 TINGKAT > a. BLOK A 30 TINGKAT - 329 UNIT ; b. BLOK B 30 TINGKAT - 289 UNIT ; c. BLOK C 30 TINGKAT - 269 UNIT . II. 4 BLOK PANGSAPURI PERKHIDMATAN 31 TINGKAT > a. BLOK D 31 TINGKAT - 216 UNIT ; b. BLOK E 31 TINGKAT - 155 UNIT ; c. BLOK F 31 TINGKAT - 155 UNIT ; d. BLOK G 31 TINGKAT - 216 UNIT III. PODIUM 4 & 5 TINGKAT YANG MELIBATKAN > a. PODIUM A - 5 TINGKAT YANG MENGANDUNGI : I. KEMUDAHAN 1 TINGKAT II. 1 UNIT SUPERMARKET 1 TINGKAT, 1 UNIT KOMPLEKS PERNIAGAAN 1 TINGKAT, PWAGAM 1 TINGKAT BERSERTA TEMPAT LETAK KENDERAAN b. PODIUM B - 4 TINGKAT YANG MENGANDUNGI : I. KEMUDAHAN 1 TINGKAT II. 21 UNIT KEDAI PEJABAT 3 TINGKAT c. ARAS BASEMENT 3 TINGKAT IV. 1 UNIT PONDOK PENGAWAL v. 1 UNIT 3 KV HT TNB 'SWITCHING STATION' DI ATAS LOT 184960, BANDAR SERI ALAM, MUKIM PLENTONG, DAERAH JOHOR BAHRU, JOHOR DARUL TA'ZIM *(Silakan isikan tajuk pemah projek)* UNTUK TETUAN TRIDENT SUCES SDN. BHD.

setelah berpuas hati bahawa bangunan/bangunan-bangunan itu telah siap menurut pelan yang diluluskan No. **MPPG:JBN/305/2016(PG) ( )** bertarikh **17 JANUARI 2017**  
**MPJBT(JB)RP/3/30/2015** **07 DISEMBER 2015**  
**MPPG:JBN/305/2016(PG)-PINDAAN(28)** **18 OGOS 2020**

Saya telah mengawasi pembinaan dan penyiapan bangunan/bangunan-bangunan itu dan sepanjang pengetahuan dan kepercayaan saya kerja/kerja-kerja itu adalah mengikut Akta, Undang-Undang Kecil Bangunan Seragam 1986 dan pelan-pelan yang diluluskan. Saya dengan ini memperakui bahawa bangunan/bangunan-bangunan itu adalah selamat dan layak untuk diduduki.

1. Butir-butir orang utama yang mengemukakan  
*(Orang Pihaka Yang Mengemukakan)*

Nama : **AR. CHING HENG HOE DAVID**  
Alamat : **ONG & ONG 360 CONSULTANCY SDN. BHD. UNIT 1B-08-01, BLOK 1B PLAZA SENTRAL, JALAN STesen SENTRAL 5, 50470 KUALA LUMPUR.**

No. Pendaftaran LAM : **A/C 142**

2. Salinan kepada :  
(a) Pihak Berkuasa Tempatan : **MAJLIS BANDARAYA PASIR GUDANG**  
*(Nama Pihak Berkuasa Tempatan)*  
(b) Lembaga Arkitek Malaysia (LAM)

\* *Pemaju, jika ia adalah untuk pembangunan selain rumah berasingan yang dibina secara tunggal atau, pemunya jika ia adalah untuk rumah berasingan yang dibina secara tunggal*

**SALINAN ASAL**

**EXECUTION PAGE**

IN WITNESS whereof this **Agreement** has been duly executed on the day and year before written.

Signed by: **L.S. KONG** (Chief Executive Officer )  
of the **Developer**)  
For and on behalf of )  
**TRIDENT SUCCESS SDN. BHD** (the **Developer**) )  
)  
in the presence of: )



Witness signature: **ALAN CHEN JUIN HOWE**  
ADVOCATES & SOLICITORS  
JOHOR BAHRU  
For attestation only  
Title: BC/A/3394

Signed by: **JERRY HU** (Chief Executive Officer of )  
the **Issuer**)  
For and on behalf of )  
**HONOR APEX VENTURES LIMITED** (the **Issuer**) )  
)  
in the presence of: )



Witness signature: **ALAN CHEN JUIN HOWE**  
ADVOCATES & SOLICITORS  
JOHOR BAHRU  
For attestation only  
Title: BC/A/3394