

**ASX LIMITED**  
**Company No. 2137221**  
(the "**Company**")

WRITTEN RESOLUTIONS OF ALL THE DIRECTORS OF THE COMPANY

The undersigned, being all of the directors of the Company (the "**Directors**") acting by written consent without a meeting pursuant to Regulation 20.10 of the Company's articles of association (the "**Articles**") **HEREBY CONSENT** to the adoption of the following resolutions:

**1 BACKGROUND**

1.1 The Directors note that:

- 1.1.1 the Company's parent, AssetXChain, LLC (the "**Parent**") is proposing to invest in various real estate holding entities in the US (the "**Property HoldCos**") (each, an "**Investment**" and together the "**Investments**");
- 1.1.2 it is proposed that each Investment will be funded by way of a loan to be made available to the Parent by the Company (each, a "**Loan**" and together, the "**Loans**"); and
- 1.1.3 in order to enable the Company to make each Loan available to the Parent, it is proposed that the Company obtain a loan from certain investors, with the terms of such loan to be contained within certain non-fungible tokens to be minted and issued by the Company (the "**Tokens**"),  
  
(together, the "**Transaction**").

1.2 The Directors further note that the purpose of these resolutions is for the Directors to consider and, if thought fit, approve various documents and matters in connection with the Transaction.

**2 DIRECTORS' INTERESTS**

- 2.1 It is noted that, pursuant to section 124(1) of the BVI Business Companies Act, 2004 (as revised) (the "**Act**"), any director of the Company who is interested in a transaction entered into or to be entered into by the Company and of which the director is aware, is required to disclose such interest to the board of the Company.
- 2.2 It is noted that the Directors have no personal interest, direct or indirect, in the Transaction and the transactions contemplated by these resolutions which they are required to disclose in accordance with the memorandum or articles of association of the Company or in accordance with the Act, or otherwise, or which might disqualify them from approving these resolutions, except that Jeremy Antes also acts as manager of the Property HoldCos and each of the Directors are also beneficial owners of the Parent.

**3 DOCUMENTS**

- 3.1 It is noted that it is proposed that the Company enter into the following documents in connection with each separate Investment (the "**Transaction Documents**"), final drafts of which have been circulated to, and examined by, each Director:
  - 3.1.1 a BVI law governed loan agreement in respect of a Loan, to be entered into between the Company (as lender) and the Parent (as borrower) (the "**Loan Agreement**"); and

- 3.1.2 a BVI law governed promissory note, to be issued by the Company in favour of each investor by way of the issuance of the Tokens (the "**Promissory Note**").
- 3.2 It is noted that:
  - 3.2.1 the Transaction Documents reviewed by the Directors are template form documents, which will then be split out and used for each separate Investment;
  - 3.2.2 interest payable under each Loan Agreement will be profit linked, with the Company having a right to receive a percentage of the profits that flow from the Property HoldCos to the Parent in respect of the particular Investment that the Loan relates to (the "**Loan Interest**");
  - 3.2.3 interest payable under each promissory note comprised within the Tokens will be linked to the Loan Interest, with each Token holder entitled to receive its pro rata share of the Loan Interest paid to the Company in respect of the relevant Investment (less a 10% fee charged on such Loan Interest and retained by the Company);
  - 3.2.4 each of the Loan, and the promissory note comprised within the Tokens, shall be unsecured;
  - 3.2.5 any payment received by the Company from the Parent in respect of a Loan (whether in respect of principal or interest) shall be applied by the Company in settlement of principal and/or interest payable pursuant to the terms of each Token;
  - 3.2.6 the Company will review its economic substance obligations under the BVI Economic Substance (Companies and Limited Partnerships) Act (as amended) in order to ensure its compliance thereunder in light of the Loans;
  - 3.2.7 no limit on the powers of the Company or the Directors to borrow, give guarantees or grant security would be exceeded; and
  - 3.2.8 the Directors are satisfied, on reasonable grounds and having reviewed financial information relating to the Company, that immediately after the entry by the Company into the Transaction Documents (i) the value of the Company's assets will exceed its liabilities and (ii) the Company will be able to pay its debts as they fall due.
- 3.3 Each Director, by his signature below, confirms that:
  - 3.3.1 he has carefully considered the Transaction Documents and the transactions contemplated thereby and does not wish to suggest any amendments to any of the Transaction Documents; and
  - 3.3.2 he considers the transactions contemplated by the Transaction Documents to be of commercial benefit to the Company and has acted bona fide in the best interests of the Company, and for a proper purpose of the Company, in relation to the transactions contemplated by the Transaction Documents.

#### **4 RESOLUTIONS**

##### **IT IS RESOLVED THAT:**

- 4.1 the terms and conditions of the Transaction Documents, the transactions contemplated thereby and the execution and delivery by the Company of the Transaction Documents and the performance by the Company of its obligations thereunder be and are hereby approved, subject in each case to such

amendments thereto as any Authorised Signatory (as hereinafter defined) may in his/her/their absolute discretion think fit;

- 4.2 the minting and distribution of the Tokens be approved and authorised for all purposes;
- 4.3 any Director or officer of the Company (each of them an “**Authorised Signatory**”) be and is hereby authorised to sign, execute and deliver the Transaction Documents (under hand or as a deed on behalf of the Company or under seal), to affix the common seal of the Company thereto for and on behalf of the Company and to agree any amendments (substantive or otherwise) as any such person executing the same may approve in their absolute discretion prior to or at execution (such approval to be conclusively evidenced by such execution);
- 4.4 each Authorised Signatory be and is hereby further authorised:
  - 4.4.1 to do all such further acts and things so as to carry into effect the purposes of the resolutions contained herein;
  - 4.4.2 to give and execute any notices, communications or other documents on behalf of the Company in connection with the Transaction Documents or the transactions contemplated thereby; and
  - 4.4.3 to agree such amendments, variations or modifications to the Transaction Documents as such Authorised Signatory may in his absolute discretion think fit;
- 4.5 the execution of each of the Transaction Documents and of any notice, communication or other document referred to above by any person authorised to execute them shall be conclusive evidence of the due authorisation by the Company of the execution of such Transaction Document, notice, communication or other document; and
- 4.6 where it is necessary or desirable to execute any Transaction Document as a deed or under the common seal of the Company, each Authorised Signatory be and is hereby authorised to execute any such Transaction Document as a deed on behalf of the Company and/or to affix the common seal to such Transaction Document and witness the same.

## 5 **RATIFICATION OF PRIOR ACTIONS**

**IT IS RESOLVED THAT** any of the foregoing matters that have been done on or before the date of these resolutions be and are hereby adopted, ratified, confirmed and approved in all respects as if such actions had been presented for approval, and approved by, the Directors prior to such actions being taken.

## 6 **COUNTERPARTS**

These written resolutions may be executed in counterpart and each counterpart shall be deemed to be an original and which counterparts when taken together shall constitute one and the same instrument.

DocuSigned by:

*Ben Antes*

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Benjamin Antes  
(Director)

Date: 7/28/2025

Signed by:

*Jeremy Antes*

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Jeremy Antes  
(Director)

Date: 7/28/2025