

DATED: April 1, 2025

ASX LIMITED

(LENDER)

AND

ASSETXCHAIN, LLC

(BORROWER)

LOAN AGREEMENT

CAREY OLSEN

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THIS LOAN AGREEMENT is made on the 1 day of April 2025.

BETWEEN:

- (1) **ASX LIMITED**, a company incorporated in the British Virgin Islands with company number 2137221, having its registered office address at Rodus Building, P.O. Box 3093, Road Town, Tortola, British Virgin Islands, VG1110 (the "**Lender**"); and
- (2) **ASSETXCHAIN, LLC**, a company incorporated in Missouri with company number 1791701 and having its principal place of business at 8826 Santa Fe Drive, Ste 300, Overland Park, Kansas 66212 (the "**Borrower**" and together with the Lender, the "**Parties**").

WHEREAS:

The Lender wishes to lend, and the Borrower wishes to borrow, the Loan (as defined below) on the terms and conditions set out herein.

THE PARTIES NOW AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"Affiliate"	with respect to any person, means any other person which either directly or indirectly controls, is controlled by or is under common control with the first person, where control of a given person means the power or authority, whether exercised or not, to direct the business, management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.
"ASX Token"	means the Lender's cryptographic token with ticker \$ASX.
"Business Day"	means any day (other than a Saturday or Sunday) when banks in the British Virgin Islands are open for the transaction of normal business.
"Dissolution"	means, in relation to any person, the bankruptcy, liquidation, amalgamation, reconstruction, reorganisation, administration, administrative or

other receivership, winding up or dissolution of that person, and any equivalent or analogous proceeding by whatever name known and in whatever jurisdiction, and any step taken (including, but without limitation, the presentation of a petition or the passing of a resolution) for or with a view to any of the foregoing.

"Lender's Wallet Address"	means the wallet address, being the cryptographic public private key pair or string of unique characters associated with the Lender's virtual wallet which is used to send and receive virtual currency, as may be specified by the Company to the Borrower from time to time.
"Loan"	has the meaning given to it in Clause 2.2(a).
"Maturity Date"	means the date on which the Borrower sells its interest in the Property Investment, or such other date as may be specified by the Lender by written notice to the Borrower (provided that such date shall not be less than 5 Business Days after the date of such notice).
"Outstanding Sum"	means the principal sums then outstanding under the Loan, plus any accrued but unpaid Profit Linked Interest thereon.
"Proceedings"	means any proceeding, claim, suit or action arising out of or in connection with any disputes which may arise out of or in connection with this Agreement (including regarding: (i) its existence, validity or termination; and (ii) any non-contractual obligations or liabilities arising out of or in connection with it).
"Profit Linked Interest"	has the meaning given to it in Clause 3.3(a).
"Property Investment"	has the meaning given to it in Clause 3.2.
"Reservations"	means the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court, the limitation on enforcement

as a result of laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws affecting the rights of creditors generally, the statutory time-barring of claims, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void, defences of set-off or counterclaim, steps necessary to perfect a security interest where such steps are not required to be performed until a future date, rules against penalties and similar principles of law in other jurisdictions relevant in the context of this Agreement.

"Tax"

means any present or future tax, levy, impost, duty, charge, assessment, fee, deduction or withholding of any nature, and any interest, charge, cost or penalty in respect thereof.

1.2 Unless the context requires otherwise in this Agreement:

- (a) the singular includes the plural and the masculine includes the feminine and neuter genders and vice versa;
- (b) references to a "person" include natural persons, companies, partnerships, firms, joint ventures, associations or other bodies of persons (whether or not incorporated);
- (c) references to a "person" include that person's valid and lawful successors and legal personal representatives;
- (d) "writing" and "written" includes any method of representing or reproducing words in a visible form, including in the form of an electronic record;
- (e) a reference to "shall" shall be construed as imperative and a reference to "may" shall be construed as permissive;
- (f) the term "and/or" is used in this Agreement to mean both "and" as well as "or". The use of "and/or" in certain contexts in no respects qualifies or modifies the use of the terms "and" or "or" in others. "Or" shall not be interpreted to be exclusive, and "and" shall not be interpreted to require the conjunctive, in each case unless the context requires otherwise;

- (g) any phrase introduced by the terms "including", "includes", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (h) headings are inserted for reference only and shall not affect construction;
- (i) references to any statute or statutory provision include that statute or provision as it may have been, or may from time to time be, amended, modified, re-enacted, or replaced and include references to all by-laws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom; and
- (j) references to a Clause or Schedule are to a clause or schedule of this Agreement.

1.3 Except to the extent that the context otherwise requires, any reference in this Agreement to **"this Agreement"** or any other deed, agreement or instrument is a reference to this instrument or, as the case may be, the relevant deed, agreement or instrument as may be amended, restated, supplemented, replaced or otherwise modified from time to time and includes any document which amends, restates, supplements, replaces, or otherwise modifies or is entered into, made or given pursuant to or in accordance with any of the terms of this Agreement or, as the case may be, the relevant deed, agreement or instrument.

2. LOAN

2.1 Extension of Loan

The Lender hereby grants to the Borrower a loan of a total principal amount not exceeding \$27,000 USD on the terms, and subject to the conditions, of this Agreement (the "**Loan**").

2.2 Drawdown of Loan

The Borrower may drawdown the Loan in full, or in party, by delivering a completed written request to the Lender on the date of this Agreement or by not later than 10.00 a.m. on the Business Day before the proposed date on which the Loan is to be drawn (or such shorter time as agreed by the parties).

3. TERMS OF THE LOAN

3.1 Status and ranking of the Loan

The obligations of the Borrower under the Loan shall rank *pari passu* with the other

unsecured and unsubordinated obligations of the Borrower.

3.2 Use of proceeds

The proceeds of the Loan shall be used by the Borrower solely for Golem Capital, LLC – PI MV, LLC (the "**Property Investment**").

3.3 Interest

- (a) The Lender hereby foregoes and waives any claim to a fixed rate of interest on the Loan, in exchange for profit related interest equal to 0.8182% of all profits, rights, interests and 0.3136% gains made by the Borrower in respect of the Property Investment (the "**Profit Linked Interest**").
- (b) Profit Linked Interest shall be calculated on the last day of each month, or as soon as is practicable (the "**PLI Calculation Date**") and shall either be (i) payable in ASX Tokens, to be transferred to the Lender's Wallet Address within 30 Business Days, if profits, or 90 days, if gains on sale, of the PLI Calculation Date or (i) compounded and added to the principal amount of the Loan.

4. PAYMENT, REPAYMENT AND PREPAYMENT

4.1 Covenant to pay

The Borrower hereby promises and covenants to pay the Lender, on the Maturity Date (or such other date as may be prescribed herein), a cash sum equal to the then Outstanding Sums.

4.2 Voluntary prepayment

The Borrower may, in its sole discretion, at any time, upon not less than [10] or more than [30] Business Days' notice in writing to the Lender repay all or any portion of the then aggregate Outstanding Sums, without premium or penalty.

4.3 No set off or deduction

Any repayments of any of the Outstanding Sums shall be paid by the Borrower in accordance with this Agreement without any deduction or withholding (whether in respect of any set-off, counterclaim or otherwise whatsoever) unless the deduction or withholding is required by law. In the event that any payment hereunder is subject to deduction or withholding mandated by law, the payment due from the Borrower shall be increased to an amount which (after making any such deduction or withholding) leaves an amount equal to the payment which would have been due if

no such deduction or withholding had been required.

4.4 Method of payment

Any Outstanding Sums shall be paid by electronic transfer in immediately available cleared funds on the due date for payment, to the account specified for the purpose by the Lender in writing to the Borrower.

5. EVENTS OF DEFAULT

The following events shall each constitute an "**Event of Default**" for the purposes of this Agreement:

5.1 Non-payment

The Borrower fails to pay any Outstanding Sum within [10] Business Days after the due date for payment thereof.

5.2 Breach of undertaking

The Borrower fails to duly perform or comply with any of its material obligations hereunder (other than an obligation to pay any Outstanding Sum), and such failure continues for [10] Business Days after written notice has been given to the Borrower by the Lender requiring the same be remedied.

5.3 Insolvency and creditors' process

- (a) The Borrower is unable or admits its inability to pay its debts as they fall due or, by reason of actual or anticipated financial difficulties, suspends making payments on any of its debts or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
- (b) The value of the assets of the Borrower is less than its liabilities (taking into account contingent and prospective liabilities).
- (c) Any action, legal proceeding or other procedure or step is taken in relation to:
 - (i) the Dissolution of the Borrower;
 - (ii) the suspension of payments on or a moratorium of any material indebtedness of the Borrower;
 - (iii) a composition, compromise, assignment or arrangement with any creditor of the Borrower; or
 - (iv) the expropriation, attachment, sequestration, distress or execution of any material asset of the Borrower,

unless any such action, proceeding or procedure is frivolous or vexatious and is discharged, stayed or dismissed as soon as is reasonably practicable following its commencement and in any event within 20 Business Days.

- (d) A liquidator, receiver, administrative receiver, administrator, compulsory manager, or other similar officer is appointed in respect of the Borrower or any of its material assets.

5.4 Illegality

It is or becomes unlawful for the Borrower to perform or comply with any of its obligations under this Agreement, and such failure continues for 10 Business Days after written notice has been given to the Borrower by the Lender requiring the same be remedied.

6. ACCELERATION

If, at any time and for any reason, an Event of Default has occurred and remains unremedied, the Lender may, by written notice to the Borrower, direct and declare all then Outstanding Sums immediately due and payable, at which time they shall become immediately due and payable by the Borrower.

7. TRANSFERS

Neither Party may transfer any of its rights hereunder without the prior written consent of the other Party.

8. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender on the date of this Agreement the following:

8.1 Status

It is a limited liability company duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation.

8.2 Power, capacity and authority

It has full power, capacity and authority and has taken all actions and obtained all consents, licences and authorisations necessary to execute and deliver this Agreement and the transactions contemplated hereby and to perform its obligations hereunder, and all such consents, licences and authorisations remain in full force and effect and have not been superseded or amended in any way.

8.3 Legal, valid and binding

- (a) Its obligations under this Agreement are valid, legal, binding and enforceable in accordance with their terms, subject to the Reservations.
- (b) It will not be entitled to claim immunity from suit, execution, attachment or other legal process in any Proceedings taken in relation to this Agreement.

8.4 No conflict or default

Its entry into and its performance of its obligations under this Agreement will not:

- (a) breach or conflict with any applicable law, rule or regulation or its constitutional documents (if applicable); or
- (b) breach, conflict with or constitute (with or without the elapsing of time) an event of default under any document which is binding upon it or any of its present or future assets.

8.5 Repetition of representations and warranties

The Borrower shall be deemed to repeat each of the representations and warranties set out in this Clause on each day during which any Outstanding Sums remains unpaid in relation to the facts and circumstances existing at such time.

9. COSTS

9.1 The Borrower shall promptly on demand pay the Lender the amount of all costs and expenses of whatever nature (together with any value added tax on them) that the Lender incurs in connection with the negotiation and preparation, amendment, extension, alteration, preservation and enforcement of the Loan.

9.2 The Borrower shall pay any stamp, documentary and other similar duties and taxes to which this Agreement may be subject or give rise and shall indemnify the Lender against any losses or liabilities which it may incur as a result of any delay or omission by the Borrower in paying any such duties or taxes.

10. CONSENTS, WAIVERS, VARIATIONS AND RIGHTS

10.1 No consent, variation or waiver in respect of any provision of this Agreement shall be effective unless and until it is agreed in writing duly executed by or on behalf of:

- (a) in the case of a variation, each Party; and
- (b) in the case of a consent or waiver of a right in connection herewith, the person entitled to give the same or entitled to such right.

- 10.2** Any consent or waiver by a Party under this Agreement may be given subject to any conditions such Party thinks fit and shall be effective only in the instance and for the purpose for which it is given.
- 10.3** No failure by a Party to exercise or delay in exercising any right, power or remedy provided by law or under this Agreement (or any part-exercise thereof) shall operate to impair the same or be construed as a waiver of it.
- 10.4** No single or partial exercise of any such right, power or remedy shall prevent any further or other exercise of the same or the exercise of any other right.
- 10.5** No waiver of any such right shall constitute a waiver of any other right.
- 10.6** The rights provided in this Agreement are cumulative and not exclusive of any rights provided by law.

11. PARTIAL INVALIDITY

If any provision of this Agreement is or becomes or is found by a court or other competent authority to be illegal, invalid or unenforceable in any respect, in whole or in part, under any law of any jurisdiction, neither the legality, validity and enforceability in that jurisdiction of any other provision or part of this Agreement, nor the legality, validity or enforceability in any other jurisdiction of that provision or part or of any other provision of this Agreement, shall be affected or impaired.

12. NOTICES

12.1 Manner of notice

Any notice, demand or other communication under or in relation to this Agreement shall be in writing and may be delivered personally by hand, courier, facsimile or email despatched, in the case of notice to:

- (a) the Borrower, as follows:

Address: AssetXChain, LLC

Facsimile number: (913) 254-3574

Email address: jantes@prismres.com

For the attention of: Jeremy Antes

- (b) the Lender, as follows:

Address: ASX Limited BVI

Facsimile number: (913) 254-3574

Email address: ben@assetx.capital

For the attention of: Benjamin Antes

or as otherwise notified by a Party to the other in writing.

12.2 Delivery of notices

Every notice, demand or other communication despatched in accordance with this clause shall be deemed to have been received:

- (a) if delivered personally by hand or by courier, at the time of delivery if delivery takes place during normal business hours at the place of intended receipt on a day which is a Business Day in that place and otherwise at the opening of business in that place on the next succeeding Business Day; or
- (b) if sent by facsimile (provided the sender shall receive a successful transmission report) or email, at the time of transmission if transmission takes place during normal business hours at the place of intended receipt on a day which is a Business Day in that place and otherwise at the opening of business in that place on the next succeeding Business Day.

13. GOVERNING LAW AND JURISDICTION

- 13.1** This Agreement (including any non-contractual obligations or liabilities arising out of it or in connection therewith) are governed by and to be construed in accordance with the laws of the British Virgin Islands.
- 13.2** The courts of the British Virgin Islands shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any dispute, which may arise out of or in connection with this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS whereof the parties have executed this Agreement on the day and year first above written:

Signed by:

16985DEEE03E4GB...

for and on behalf of
AssetXChain, LLC

acting by:

Name: Jeremy Antes

Title: Director

Signed by:

141988BF5DAD4BF...

for and on behalf of
ASX Limited

acting by:

Name: Benjamin Antes

Title: Director