

## **ASSIGNMENT AND TRANSFER OF RIGHTS AGREEMENT**

**This Assignment and Transfer of Rights Agreement** ("Agreement") is made and entered into as of June 4th, 2024, by and between:

- **Trans Global Partners H.K. Limited**, a company incorporated under the laws of Hong Kong (hereinafter referred to as "Assignor"); and
- **TGP Canada Management Inc.**, a company incorporated under the laws of Canada (hereinafter referred to as "Assignee").

### **WHEREAS:**

1. The Assignor holds assets, investments, and interests, directly or indirectly, including but not limited to projects, land banking deals, and other related business activities.
2. Approximately 3,500 investors have invested in projects and land banking deals operated by the Assignor.
3. The Assignor desires to safeguard the investments and rights of these investors by assigning all rights to the Assignee to manage, protect, and defend these investments.

**NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:**

### **1. Assignment and Transfer of Rights**

**1.1 Transfer of Rights:** The Assignor hereby assigns, transfers, and grants to the Assignee all rights, powers, and authorities related to the management, protection, investment, and dealing with any proceeds of funds resulting from the liquidation or redemption of any assets held by the Assignor, whether directly or indirectly, including but not limited to Titan Shield Inc. and its subsidiaries.

**1.2 Scope of Rights:** The rights transferred to the Assignee include, but are not limited to, the authority to manage, safeguard, and distribute proceeds from asset liquidation to protect the investments of approximately 3,500 investors associated with the Assignor's projects and land banking deals.

**1.3 Management of Proceeds:** The Assignee shall have the sole authority to handle all matters related to the liquidation or redemption of assets, including distributing proceeds to the original investment funds "Trans Global Partners H.K." or investors in a manner that is fair, lawful, and consistent with protecting investor interests.

## **2. Purpose of the Assignment**

2.1 The purpose of this assignment is to protect the investments made by the investors and ensure that any funds or proceeds generated from the liquidation of assets held by the Assignor are managed in a manner that safeguards the rights of the investors.

2.2 The Assignee shall act in the best interests of the investors to protect and defend their investments and shall take all necessary actions to ensure that proceeds are delivered or returned to the investors or their original investment funds.

## **3. Indemnification and Hold Harmless**

3.1 The Assignor agrees that all actions taken by the Assignee under this Agreement, including but not limited to asset liquidation, redemption, and fund distribution, shall be carried out in good faith and in the best interests of the investors.

3.2 The Assignee agrees to indemnify and hold harmless the Assignor from any claims, legal actions, or liabilities arising directly from the exercise of the rights transferred under this Agreement, except in cases of willful misconduct or gross negligence by the Assignee.

## **4. Governing Law**

4.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to its conflict of law principles.

## **5. Entire Agreement**

5.1 This Agreement constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior agreements, understandings, or negotiations, whether written or oral.

## **6. Amendments and Waivers**

6.1 No amendment, modification, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by both Parties.

## **7. Execution in Counterparts**

7.1 This Agreement 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.

**IN WITNESS WHEREOF**, the Parties have executed this Assignment and Transfer of Rights Agreement as of June 4th, 2024.

**Trans Global Partners H.K. Limited**

By: T. P. Shields

Name: Timothy Shields

Title: Director

**TGP Canada Management Inc.**

By: B. Pilehver

Name: Behzad Pilehver

Title: Director

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