



Mohamad Zahari Awang (Dato')

No. 12, Jalan Perkasa 5, Taman Maluri, 55100 Kuala Lumpur, Malaysia.

Mobile No.: [REDACTED]

ONE HUMANITY SHARED RESPONSIBILITY

AGREEMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT OF ASSETS AND ASSUMPTION OF OBLIGATIONS & LIMITED POWER OF ATTORNEY

This Agreement of Conveyance, Transfer and Assignment of Assets and Assumption of Obligations ("Transfer and Assumption Agreement") is made as of this **21st day of August 2020**, by Mohamad Zahari Awang (Dato'), with an office located at: No.12, Jalan Perkasa 5, Taman Maluri 55100, Kuala Lumpur, Malaysia ("Assignor"), and ICTS TRUST ATOA (Sovereign Trust), with an address located at: 8788 Southwestern Blvd, Angola, NY 14006 (Hereinafter referred to herein as "ICTS") ("Assignee"). WHEREAS, Assignor desires to enter into A Joint Venture (Hereinafter referred to as a "JV") Agreement utilizing **GOLD SKR(s) #: B-51 [REDACTED]**, (Hereinafter referred to as "The Asset") and WHEREAS, Assignor desires to convey, transfer and assign to ICTS, the Assignee, and Assignee desires to acquire from Assignor the **GOLD SKR(s)** in the amount of **SIXTY TWO BILLION TWENTY FOUR MILLION NINE HUNDRED FORTY TWO THOUSAND FOUR HUNDRED FORTY EIGHT USD (\$62,024,942,448.00)**, hereinafter referred to as the "Asset" in connection therewith, Assignee has agreed to assume all of the liabilities of Assignor relating to the Asset, on the terms and conditions set forth herein. NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Assignment.

1.1. Assignment of Asset. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Assignor, Assignor does hereby assign, grant, bargain, sell, convey, transfer and deliver to Assignee, and its successors and assigns, all of Assignor's right, title and interest in **GOLD SKR No. B-51 [REDACTED]**, commonly known as (the "Asset").

1.2 Further Assurances. Assignor shall from time to time after the date hereof at the request of Assignee and without further consideration execute and deliver to Assignee such additional instruments of transfer and assignment, including without limitation any further specific or relevant documents related to the asset in addition to this Transfer and Assumption Agreement, as Assignee shall reasonably request to evidence more fully the assignment by Assignor to Assignee of the Asset.

Section 2. Assumption.

2.1 Assumed Liabilities. As of the date hereof, Assignee hereby assumes and agrees to pay, perform and discharge, fully and completely, (i) all liabilities, commitments, contracts, agreements, obligations or other claims against Assignor, whether known or unknown, asserted or unasserted, accrued, unaccrued, absolute or contingent, liquidated or unliquidated, due or to become due, and whether contractual, statutory, or otherwise associated with the Business (the "Liabilities").

2.2 Further Assurances. Assignee shall from time to time after the date hereof at the request of Assignor and without further consideration execute and deliver to Assignor such additional instruments of assumption in addition to this Transfer and Assumption Agreement as Assignor shall reasonably request to evidence more fully the assumption by Assignee of the Liabilities.



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Section 3. Headings. The descriptive headings contained in this Transfer and Assumption Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Transfer and Assumption Agreement.

Section 4. Governing Law. This Transfer and Assumption Agreement shall be governed by and construed in accordance with the laws of the Sovereign jurisdictions of the Parties, applicable to contracts made and to be performed entirely within that jurisdiction, except that any conveyances of real property made herein shall be governed by the laws of the respective jurisdictions in which such funds are located, with the exception that any and all disputes regarding shall be adjudicated first in Erie Tribal Court of North America, followed by the World Court if agreement is not made in Erie Tribal Court, as per the terms and conditions contained in the ASSET PLEDGE AGREEMENT, JOINT VENTURE AGREEMENT, MEMORANDUM OF UNDERSTANDING executed by the Parties, herein, on **August 21st, 2020**.

IN WITNESS WHEREOF, this Transfer and Assumption Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

Limited Power of Attorney. Assignor grants to ICTS Trust ATOA (Sovereign Trust) (Assignee) a Limited Power of Attorney for the purpose of executing, on behalf of Assignor, and to arrange for finance loans and leveraging of the assigned assets, and whenever an Event of Default exists, documents related to the enforcement of Assignee's rights and remedies under the Loan Documents, including to the execution of any document to be filed with or approved by any Governmental Authority in connection with a foreclosure on any of the Collateral, this limited power of attorney is a right coupled with an interest and will be irrevocable for as long as any of the Obligations remain outstanding.

IN WITNESS HEREOF, I HEREBY ATTEST, AFFIRM AND ACKNOWLEDGE THIS DOCUMENT BY AFFIXING MY SIGNATURE ON THIS **21st day of August 2020**.

MOHAMAD ZAHARI AWANG (DATO')

[REDACTED SIGNATURE]

Signature: Mohamad Zahari Awang (Dato')

Passport Number : [REDACTED]

Date of Issue : August 6th, 2017

Date of Expiry : February 6th, 2023

Country of Issuance : Malaysia



Mohamad Zahari Awang (Dato')

No. 12, Jalan Perkasa 5, Taman Maluri, 55100 Kuala Lumpur, Malaysia.

Mobile No.: [REDACTED]

ONE HUMANITY SHARED RESPONSIBILITY

RESOLUTION

AUGUST 21st, 2020

MOHAMAD ZAHARI AWANG (DATO')

TRANSACTION CODE: [REDACTED]

All of the directors of the below listed were in attendance, in person or by telephone conference. General discussion was then held concerning the issue regarding monetization, leveraging and trade of their **GOLD SKR** to the satisfaction of the account signatory (Assignor).

DIRECTOR Name/Title: MOHAMAD ZAHARI AWANG (DATO')

Passport No.: [REDACTED]

SIGNER TITLE Name/Title: Mohamad Zahari Awang (Dato')

Passport No. [REDACTED]

The Board of Directors of Mohamad Zahari Awang (Dato'), a private person in Malaysia, with offices at: No. 12, Jalan Perkasa 5, Taman Maluri, 55100 Kuala Lumpur, Malaysia, in a meeting held on this **the 21st day of August, 2020**, adopted the following resolutions.

RESOLUTION 1:

It is resolved that MOHAMAD ZAHARI AWANG (DATO'), is authorized account signatory and holder of Malaysian Passport #: [REDACTED] has full authority, on his own behalf, to instruct, negotiate, arrange, monitor, execute, manage and sign any and all agreements and/or necessary contracts with third parties pertinent to all financial transactions with bank instruments such as GOLD SKR(s) or any other type of (securities / derivatives).

RESOLUTION 2:

It is resolved that at this meeting of the Board of Directors that our Transacting Member and in face, MOHAMAD ZAHARI AWANG (DATO') acts with regards to the aforesaid purpose.

RESOLUTION 3:

It is resolved that MOHAMAD ZAHARI AWANG (DATO') is hereby authorized to act as the Financial Director for aforesaid purpose.



Mohamad Zahari Awang (Dato')

No. 12, Jalan Perkasa 5, Taman Maluri, 55100 Kuala Lumpur, Malaysia.

Mobile No.: [REDACTED]

ONE HUMANITY SHARED RESPONSIBILITY

RESOLUTION 4:

It is resolved by the Board of Directors of MOHAMAD ZAHARI AWANG (DATO') has full rights to assume all authority, powers, duties, signatory rights and responsibilities with regards to the aforesaid purpose.

RESOLUTION 5:

It is resolved that, MOHAMAD ZAHARI AWANG (DATO'), is hereby authorized to open a personal, corporate trading, trust and/or custodial account in any bank, domestic or foreign and to sign such resolutions as may be required by such bank to accomplish the objective(s) as stated herein and to give irrevocable instructions to said bank(s).

I, MOHAMAD ZAHARI AWANG (DATO'), hereby swear under penalty of perjury, that the information provided herein is accurate and true as of this date: **August 21st, 2020.**

For and on behalf of MOHAMAD ZAHARI AWANG (DATO')

Signature: [REDACTED]

MOHAMAD ZAHARI AWANG (DATO')

Passport Number : [REDACTED]
Date of Issue : August 6th, 2017
Date of Expiry : February 6th, 2023
Country of Issuance : Malaysia

Signed: _____
SECRETARY or WITNESS

Passport Number :
Date of Issue :
Date of Expiry :
Country of Issuance :