

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between Alfonso Knoll, of 124 Huntzinger Road, Wernersville, Pennsylvania 19565, and Active World Holdings Inc. d/b/a Active World Club, a Pennsylvania corporation (the "AWC Parties"), on the one hand, and Scott Been ("Been") of Cypress, Texas, on the other hand. The AWC Parties and Been are collectively referred to herein as the "Parties," and each of the Parties may be referred to individually as a "Party."

WHEREAS, the AWC Parties and Been entered into a Promissory Note dated February 1, 2022 and the AWC Parties have defaulted on payments;

WHEREAS, Been has invested in various non-fungible tokens and digital coins with the AWC Parties;

WHEREAS the Parties desire to fully and finally settle and compromise any and all claims and disputes between them, known or unknown, which were or could have been asserted;

WHEREAS, the Parties have agreed to enter into this Agreement, not as an admission of liability or acknowledgement of any defense which could be raised in a lawsuit, but solely to avoid the costs and uncertainty of litigation;

NOW, THEREFORE, in consideration of the execution of this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to settle any and all disputes, claims, demands, and causes of action, as follows:

1. Settlement Payments. The Parties agree that payments by the AWC Parties shall be made to Been as follows:

- a. \$66,625.00 is due within thirty (30) days of the date of the Agreement;
- b. \$66,625.00 is due within sixty (60) days of the date of the Agreement;
- c. \$50,000.00 is due within ninety (90) days of the date of the Agreement;
- d. \$50,000.00 is due within one hundred and twenty (120) days of the date of the Agreement;
- e. \$40,000.00 is due within one hundred and fifty (150) days of the date of the Agreement; and
- f. \$750,000.00 is due within one hundred and eighty (180) days of the date of the

Agreement.

Payments shall be made in United States dollars and mailed to Been's legal counsel as specified in Section 20 below for actual receipt by the due date.

2. Grace Periods. The AWC Parties shall have a ten-day grace period and a fifteen-day notice of default and demand to cure that can be used for two payments on the payment schedule above.

3. Security. Upon default in any payment that has not been cured pursuant to the foregoing paragraph, at Been's election, Been shall be given up to ten percent (10%) of any fees charged on Active World Holdings Inc. d/b/a Active World Club's cryptocurrency exchange. The actual percentage is determined as 10% minus the amount of the payments made divided by the total amount of payments due hereunder multiplied by 10%. In the event the cryptocurrency exchange is sold outright or through a sale of Active World Holdings Inc. d/b/a Active World Club, Been's interest in fees charged shall convert to an interest in the appropriate percentage of the sales price (the same percentage as Been holds of the fees charged). If the cryptocurrency exchange is sold before a default occurs, the remainder of the payments shall be due to Been at the closing of the sale.

4. Transfer of Tokens. In consideration for the payments in Section 1, Been agrees to transfer to AWC his outstanding AWC NFTs and coins (the "Tokens") upon full performance of this Agreement. Been will place the Tokens in a wallet maintained by AWC that will be locked pending performance of Knoll's and AWC's payment obligations hereunder. If Knoll and/or AWC fully perform hereunder, Been agrees that AWC can keep and have title to the Tokens in the wallet. If Knoll and/or AWC fails to perform hereunder, AWC forfeits any claim to the Tokens, the wallet shall be unlocked, and Been shall retain the Tokens.

5. Termination of Relationship. The Parties agree that, upon the full performance of this Agreement, the AWC Parties and Been will no longer conduct business with one another.

6. Adequacy of Consideration. The Parties understand and agree that the mutual releases and promises contained in this Agreement constitute adequate consideration for this Agreement. The Parties understand that the Settlement Payments are a joint and severable liability of the AWC Parties.

7. Release of the AWC Parties. Upon the payment of all amounts owed under this Agreement, Scott Been, for himself and for his employees, representatives, agents, predecessors, successors, affiliates, and assigns hereby fully and completely release and forever discharge Alfonso Knoll and Active World Holdings Inc. d/b/a Active World Club, and, as applicable, their representatives, agents, heirs, and assigns from any and all actual or potential claims, demands, actions, causes of action, or liabilities, of any kind or nature, whether known or unknown, whether based on tort, contract (express or implied), warranty, deceptive trade practices, negligence, malpractice, or any federal, state or local law, statute or regulation, and any other claims for personal injury, death, compensatory or punitive damages or attorney's fees. This release covers all claims, demands, actions, causes of action, and liabilities regarding, or in any way related to the Parties' business relationship, including any and all promissory notes, guarantees, security agreements, and liens, and is meant to be, and shall be construed as, a broad general release of such claims, demands, actions, causes of action, and liabilities. Notwithstanding the foregoing, nothing herein shall be construed as a release of any rights or obligations under this Agreement.

8. Release of Been. Alfonso Knoll and Active World Holdings Inc. d/b/a Active World Club, for themselves and, as applicable, their representatives, agents, heirs, and assigns hereby fully and completely release and forever discharge Scott Been and, as applicable, his employees, representatives, agents, predecessors, successors, affiliates, and assigns from any and all actual or potential claims, demands, actions, causes of action, or liabilities, of any kind or nature, whether known or unknown, whether based on tort, contract (express or implied), warranty, deceptive trade practices, negligence, malpractice, or any federal, state or local law, statute or regulation, and any other claims for personal injury, death, compensatory or punitive damages or attorney's fees. This release covers all claims, demands, actions, causes of action, and liabilities regarding, or in any way related to the Parties' business relationship, including any and all promissory notes, guarantees, security agreements, and liens, and is meant to be, and shall be construed as, a broad general release of such claims, demands, actions, causes of action, and liabilities. Notwithstanding the foregoing, nothing herein shall be construed as a release of any rights or obligations under this Agreement.

9. Non-Disparagement. The AWC Parties and Been agree for themselves and their respective affiliates, principals, directors, officers, employees and agents, whether directly or indirectly, not to publish, repeat, utter or report any statement or comment, nor to take, encourage,

induce or voluntarily participate in any action, that would negatively comment on, disparage, defame or call into question the business practices, policies or conduct of the other party, its affiliates, principals, directors, officers, employees or agents unless compelled by law.

10. Specific Performance. Recognizing that irreparable harm will result to a Party in the event of the breach or threatened breach of the foregoing covenant, and that the non-defaulting Party's remedies at law for any such breach or threatened breach will be inadequate, the non-defaulting Party, in addition to such other remedies which may be available to it, shall be entitled to an injunction to be issued by any court of competent jurisdiction ordering compliance with this Agreement or enjoining and restraining the defaulting Party, its affiliates, principals, directors, officers, employees and agents from the continuation of such breach.

11. Costs and Attorneys' Fees. Except as set forth herein, each of the Parties shall be responsible for its own attorneys' fees, expenses and costs, including discretionary costs. Any breach of this Agreement shall entitle the prevailing party to attorneys' fees and costs arising from or related to the breach.

12. No Admission of Liability. The Parties represent and warrant to each other that the Parties specifically understand and agree that the Parties' settlement and compromise of the claims and disputes regarding the Lawsuit is a compromise of disputed claims and that the existence of this Agreement or any actions taken hereunder shall not be construed as an admission of liability or of the truth of the allegations, claims, or contentions of any Party, and that there are no covenants, promises, undertakings, or understandings between the Parties outside of this Agreement except as specifically set forth herein.

13. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors, assigns, subsidiaries, parent companies, affiliated companies, officers, directors, employees, agents, heirs, executors, administrators and receivers of each of the Parties hereto.

14. Representation, Authority, Approval, and Voluntary Action. Each of the Parties to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to the decision to enter into this Agreement. The individuals whose signatures are affixed to this Agreement in a personal or representative capacity represent that they are competent to enter into this Agreement and are doing so freely and without

coercion by any other Party or non-party hereto, and they have voluntarily entered into this Agreement to resolve all claims relating hereto. Any person signing this Agreement for one of the Parties represents and warrants that such person has the authority to sign this Agreement for that Party thereby binding such Party, its respective affiliates and its respective agents, officers, directors, managers, shareholders, partners, employees, attorneys, representatives, heirs, and insurers, and their respective successors and assigns and the other Parties can rely upon such representation and warranty of authority to sign this Agreement.

15. Entire Agreement. This Agreement contains the entire agreement between the Parties and may be modified only in a writing executed by the Parties; no agreements, representations, or statements of any Party or counsel for any Party not contained herein shall be binding on such Party, and the Parties disclaim reliance on any such agreements, representations, or statements. The Parties agree that the drafting of this Agreement was a joint effort and therefore, should any ambiguity arise, the Agreement will be interpreted according to Texas law, but will not be construed for or against any of the Parties.

16. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including, without limitation, all portions of any paragraph containing any provision held to be invalid, illegal, or unenforceable, that are not themselves invalid, illegal or unenforceable), will not in any way be affected or impaired thereby, and (b) the provision held to be invalid, illegal or unenforceable will be limited or modified in its application to the minimum extent necessary to avoid the invalidity, illegality or unenforceability, and the provision, as so limited or modified, and the balance of this Agreement will be enforceable in accordance with its terms.

17. No Waiver. The failure of any Party to insist upon strict performance of any obligation hereunder shall not be a waiver of that Party's right to demand strict compliance in the future. A Party's waiver of any breach or default of any provision of this Agreement shall not be a waiver of any later breach or default of the same or other provisions of this Agreement.

18. Controlling Law. The laws of the State of Pennsylvania shall govern this Agreement. Jurisdiction and venue in regard to any dispute concerning this Agreement shall be exclusively and solely in the courts of Pennsylvania and shall not be proper in any other county or state.

19. Acknowledgment. The Parties represent that they have carefully read and fully understand all the provisions of this Agreement, that they are entering into this Agreement voluntarily, and that they have retained and consulted with an attorney of their choice and at their expense before executing it.

20. Notices. Any notices given or required to be given under this Agreement shall be in writing and delivered by personal delivery, certified mail, return receipt requested, or email as follows:

Notice to the AWC Parties:

George M. Lutz
HARTMAN, VALERIANO, MAGOVERN & LUTZ, PC
1025 Berkshire Boulevard, Suite 700
P.O. Box 5828
Wyomissing, PA 19610
glutz@hvmlaw.com

Notice to Been:

Simon W. Hendershot, III
HENDERSHOT COWART P.C.
1800 Bering Drive, Suite 600
Houston, Texas 77057
trey@hchlawyers.com

If notice is sent by email, the email must be acknowledged by the recipient for the notice to be made.

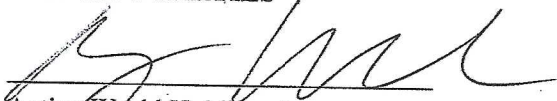
Each Party shall immediately notify the other Party if the mailing address or email address for notices should change.

21. Further Assurances. Each Party hereto, after the execution of this Agreement, shall execute, acknowledge, and deliver any further assurances, documents, or instruments of transfer reasonably requested by another Party, and will take any other action reasonably requested, consistent with the terms of this Agreement.

22. Execution of Agreement. The Parties agree that this Agreement may be executed in multiple counterparts, each having the same force and effect as if all of the Parties executed a single instrument. A copy of this Agreement, whether photocopy, facsimile, or scanned, shall have the same force and effect as the original and shall be fully admissible in court or for any other purpose.

NOW, THEREFORE, the AWC Parties and Been hereby execute this Agreement, freely and voluntarily, to be effective as of December 15, 2022.

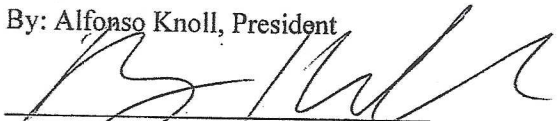
THE AWC PARTIES



Active World Holdings Inc.

d/b/a Active World Club

By: Alfonso Knoll, President



Alfonso Knoll, Individually

State of Pennsylvania §

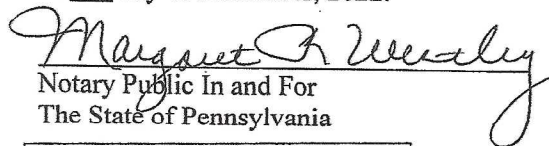
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County of Berks §

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BEFORE ME, the undersigned authority, on this day personally appeared Alfonso Knoll, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacities therein stated, and as his own act and deed.

GIVEN UNDER my hand and seal of office this 15th day of December, 2022.


Notary Public In and For
The State of Pennsylvania

State of Texas §

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County of §

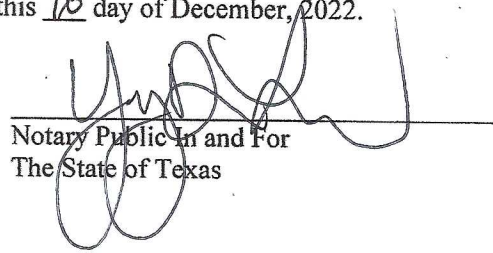
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Commonwealth of Pennsylvania - Notary Seal
Margaret R. Westley, Notary Public
Berks County
My commission expires August 11, 2023
Commission number 1177414

Member, Pennsylvania Association of Notaries

BEFORE ME, the undersigned authority, on this day personally appeared Scott ~~David~~ Been, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacities therein stated, and as his own act and deed.

GIVEN UNDER my hand and seal of office this 16 day of December, 2022.


Notary Public In and For
The State of Texas

