

TOKEN PURCHASE AGREEMENT

This TOKEN PURCHASE AGREEMENT (this "Agreement") is made and entered into effective as of February 1, 2022 (the "Effective Date") by and between SCOTT BEEN (the "Seller"), ACTIVE WORLD HOLDINGS INC. D/B/A ACTIVE WORLD CLUB, a Pennsylvania corporation (the "Purchaser" and "Guarantor").

RECITALS

WHEREAS, Seller is the beneficial and record owner of the following cryptocurrencies in the following quantities (collectively, the "Tokens");

<u>Token Name</u>	<u>Abbreviation</u>	<u>Quantity</u>
Active World Bits	AWB	1,000,049
Active World Rewards Token	AWRT	366,346,000,000
U.S. Housing Exchange Token	USHX	10,000,401,478
Funding OTC Token	FOTC	10,000,401,478

WHEREAS, Purchaser desires to purchase the Tokens from Seller, and Seller desires to sell the Tokens to Purchaser, pursuant to the terms and conditions of this Agreement; and

WHEREAS, Seller is willing to finance Purchaser's purchase of the Tokens, provided that Purchaser executes the Note (as such terms are defined herein);

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS

1. Purchase, Sale, and Payment. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, assign, transfer, convey, and deliver to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title, and interest in, to, and under the Tokens. The aggregate purchase price for the Tokens is One Million Four Hundred One Thousand Two Hundred Sixty Dollars (\$1,401,260) (the "Purchase Price"), which Purchaser shall pay to Seller as follows:

(a) simultaneous with the execution of this Agreement, Purchaser shall deliver the sum of Thirty Thousand Dollars (\$30,000), which shall represent Purchaser's down payment with respect to the Tokens (the "Down Payment"); and

(b) Purchaser shall pay the balance of the Purchase Price in a series of forty-seven (47) equal installment payments (each, an "Installment"), each such Installment to include principal only payments, commencing on March 1, 2022 and continuing thereafter on the first day of every subsequent month until paid in full.

2. Promissory Note. The obligation of Purchaser to pay the Purchase Price in full shall be evidenced by a promissory note, substantially in the form attached hereto as Exhibit A (the "Note"), the principal amount of which shall be the Purchase Price minus the Down Payment. Purchaser hereby unconditionally promises to pay to Seller the principal on the Note, by Tether to his Active World Club Exchange Wallet.

3. Collateral. To secure full and complete payment and performance of the Purchase Price, Purchaser shall at all times keep available a number of Tokens equal to the outstanding Principal Balance.

4. Guaranty. Purchaser hereby unconditionally and irrevocably guarantees that all sums stated to be payable by Purchaser hereunder shall be promptly paid in full when due and that Purchaser shall timely perform and observe its covenants hereunder. If Purchaser should default in (i) the payment of any sum under this Agreement or the Note, or (ii) the performance and observance of any of the covenants, terms, conditions, or agreements contained herein or therein, then Purchaser shall mint and Transfer the collateral to the Seller.

This Guaranty is a continuing guaranty and is irrevocable, unconditional, and absolute. All obligations of Purchaser under this Agreement and the Note are sometimes referred to collectively as the "Guaranteed Obligations".

5. Closing Deliverables. Simultaneous with the execution of this Agreement, Purchaser shall deliver or cause to be delivered to Seller the following, executed, certified, and acknowledged by Purchaser, as appropriate:

(a) the Down Payment, by transfer of Tether to Seller's Active World Club Exchange Wallet;

(b) the Note, notarized and executed in favor of Seller.

6. Representations and Warranties. Purchaser hereby represents and warrants as follows:

(a) Purchaser has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby;

(b) the execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser in conjunction herewith (collectively, the "Purchase Documents"): (i) do not violate any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized, and the appropriate and necessary action has been taken, by Purchaser;

(c) this Agreement is valid and binding upon Purchaser, subject to bankruptcy, reorganization, and other similar laws affecting enforcement of creditors' rights generally;

(d) Purchaser has sufficient cash on hand or other sources of immediately

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available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement;

(e) to the best of Purchaser's knowledge, there are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, nor any actions, suits, or other legal or administrative proceedings pending or, to the best of Purchaser's actual knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

7. Events of Default. Each of the following shall be deemed an "Event of Default" by Purchaser under this Agreement:

(a) Purchaser shall fail to pay any amount due hereunder or under the Note, and such failure shall continue for five (5) days.

(b) Any representation or warranty made by Purchaser herein shall be false, misleading, or erroneous in any material respect when made.

(c) Purchaser shall fail to perform, observe, or comply with any covenant, agreement, or term contained in this Agreement or the Note.

(d) Purchaser shall commence a voluntary proceeding (i) seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or (ii) seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official of it or a substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall generally fail to pay its debts as they become due, or shall take any action to authorize any of the foregoing.

(e) An involuntary proceeding shall be commenced against Purchaser seeking liquidation, reorganization, or other relief with respect to it or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official for it or a substantial part of its property, and such involuntary proceeding shall remain undismissed and unstayed for a period of sixty (60) days.

(f) An Event of Default, event of default, Default, or default (however therein defined) shall occur in any Transaction Document or other document evidencing indebtedness of Purchaser to Seller.

If any Event of Default shall occur, Seller may: (i) declare the entire outstanding principal on the Note and the Obligations (or any part thereof) to be immediately due and payable, and the same shall thereupon become immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Purchaser; (ii) foreclose or otherwise enforce any lien granted to Seller to secure payment and performance of

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the Obligations; and (iii) exercise any and all rights and remedies afforded by the laws of the State of Pennsylvania, by any of the Transaction Documents, by equity, or otherwise.

8. Non-Disparagement. Each party hereto covenants and agrees that it shall not engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports, or comments) which are disparaging, deleterious, ridiculing, otherwise defamatory, or damaging to the integrity, reputation, or goodwill of the other parties hereto, or any businesses, family members, friends, or other agents of any of the foregoing.

9. Indemnification. The parties hereto hereby agree to indemnify and hold each other harmless from and against any and all loss, costs, damages, or expenses, including, without limitation, attorneys' fees incurred by the other, arising out of any breach of this Agreement or the fact that any representation made herein was false when made.

10. Arbitration. The parties agree that any dispute regarding an alleged breach of this Agreement shall be resolved through final and binding arbitration through the auspices of the American Arbitration Association ("AAA"). The parties agree that any arbitration under this provision shall be heard by a single arbitrator, shall be conducted according to the rules and regulations of AAA then in effect, and shall take place in Berks County, Pennsylvania. The parties further agree that the prevailing party in any such arbitration shall be awarded their reasonable attorneys' fees and costs, and that the award of the arbitrator shall be final and binding.

11. Release. Each Party hereby irrevocably and unconditionally releases, acquits, and forever discharges the other from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected as of the date of the Effective Date, by reason of any act or omission concerning any matter, cause, or thing.

12. Notices. All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be delivered by hand, overnight courier or given by electronic facsimile transmission or electronic mail, where a facsimile contact number or electronic mail address is provided, (confirmed by delivery by nationwide overnight courier sent on the day of the sending of such facsimile transmission or electronic mail), or mailed by first class, certified or registered mail, return receipt requested, postage prepaid:

If to Purchaser:

Active World Holdings Inc.
Attn: Alfonso Knoll
124 Huntzinger Road
Wernersville, Pennsylvania 19565
alfonso@fundingotc.com

If to Seller:

Scott Been
27506 Grayson Gap Court
Fulshear, Texas 77441
txferrari@gmail.com

13. Integration. This Agreement (together with the exhibits hereto) and the other

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documents, agreements and instruments delivered pursuant hereto and thereto embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter.

14. Severability. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain in full force and effect.

15. Consultation with Counsel. The parties hereto each acknowledge and agree that they have discussed this Agreement and the other Purchase Documents with their respective attorneys, that each has carefully read and fully understands all of the terms, provisions, and conditions of this Agreement and the other Purchase Documents, that each has been advised with respect to the foregoing, and that each is voluntarily entering into this Agreement and the other Purchase Documents.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original for purposes of authentication, evidentiary validity, and in governance of all the parties hereto.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Token Purchase Agreement as of the Effective Date set forth above.

PURCHASER:

ACTIVE WORLD HOLDINGS INC.
D/B/A ACTIVE WORLD CLUB

By: 

Name: Alfonso Knoll

Title: Chief Executive Officer

SELLER:

Scott Been

TOKEN PURCHASE AGREEMENT

EXHIBIT A

Form of Promissory Note

[*Attached*]

PKC

PROMISSORY NOTE

\$1,371,260

FEBRUARY 1, 2022

FOR VALUE RECEIVED, ACTIVE WORLD HOLDINGS INC. D/B/A ACTIVE WORLD CLUB, a Pennsylvania corporation located at 124 Huntzinger Road, Wernersville, Pennsylvania 19565 ("**Borrower**"), hereby promises and agrees to pay, according to the payment terms herein, to the order of SCOTT BEEN ("**Lender**"), the principal sum of ONE MILLION THREE HUNDRED SEVENTY ONE THOUSAND TWO HUNDRED SIXTY AND 00/100 DOLLARS (\$1,371,260) in legal and lawful money of the United States of America, with interest on the outstanding principal from the date advanced until paid at the rate set out below. All sums payable hereunder shall be made to Lender at 27506 Grayson Gap Court, Fulshear, Texas 77441, or at such other address as Lender shall from time to time specify in writing.

1. This Promissory Note (this "**Note**") is executed in conjunction with, and the parties hereto shall comply with all terms and provisions set forth in, that certain Token Purchase Agreement, of even date herewith, by and between Borrower and Lender (the "**Purchase Agreement**"). All capitalized but undefined terms in this Note shall have the meanings assigned in the Purchase Agreement.
2. **Payment Terms.** Principal hereunder shall be due and payable to Lender monthly on the first day of each and every calendar month, beginning on March 1, 2022 and continuing regularly and monthly thereafter until this Note is paid in full. Each payment shall be in an amount not less than Thirty Thousand Dollars (\$30,000.00).
3. **Prepayment.** Borrower reserves the right to prepay, prior to maturity, all or any part of the principal of this Note without penalty. Any prepayments shall be applied first to accrued interest and then to principal. Borrower shall provide written notice to the holder of this Note of any such prepayment of all or any part of the principal at the time thereof. All partial prepayments of principal shall be applied to the last installments payable in their inverse order of maturity.
4. **Security for the Loan.** This Note is secured by the Tokens, as such term is defined in the Purchase Agreement, pursuant to the terms, provisions, and conditions set forth therein. Lender shall be entitled to the benefits and protections set forth in the Purchase Agreement, which are incorporated herein by reference.
5. **Default.** It is expressly provided that upon the occurrence of an Event of Default (as defined herein) and at any time thereafter, the holder of this Note may, at its option, without further notice or demand (i) declare the entire outstanding principal balance of this Note, together with all accrued but unpaid interest thereon, immediately due and payable, and/or (ii) pursue any and all other rights, recourses, or remedies available to the holder hereof, under the Purchase Agreement or available at law or in equity. Each of the following events shall constitute an "**Event of Default**" under this Note:

- a. Borrower shall fail to pay any principal, interest, or other amount on this Note (or otherwise due to Lender) when due, and such failure continues for five (5) days
 - b. Borrower shall commit an event of default under the Purchase Agreement.
 - c. Borrower shall become insolvent, commit an act of bankruptcy, authorize the filing of a voluntary petition in bankruptcy, or make an assignment for the benefit of creditors, or should a receiver of any of the property of Borrower or any other liable party be appointed.
 - d. Involuntary bankruptcy proceedings shall be filed against Borrower.
 - e. A writ or order of attachment or garnishment shall be issued or made against any property of Borrower.
6. **Usury**. In no event shall interest contracted for, charged, or received hereunder, plus any other charges in connection herewith which constitute interest, exceed the maximum interest permitted by applicable law. The amounts of such interest or other charges previously paid to the holder of this Note in excess of the amounts permitted by applicable law shall be applied by the holder of this Note to reduce the principal of the indebtedness evidenced by this Note, or, at the option of the holder of this Note, be refunded. To the extent permitted by applicable law, determination of the legal maximum amount of interest shall at all times be made by amortizing, prorating, allocating, and spreading in equal parts during the period of the full stated term of the loan and indebtedness, all interest at any time contracted for, charged, or received from Borrower hereof in connection with the loan and indebtedness evidenced hereby, so that the actual rate of interest on account of such indebtedness is uniform throughout the term hereof.
7. **Binding Effect**. The obligations under this Note shall be binding upon Borrower and its successors and assigns.
8. **Governing Law**. This Note and any claim, controversy, dispute, or cause of action (whether in contract, equity, tort, or otherwise) based upon, arising out of, or relating to this Note and the transactions contemplated hereby shall be governed by the laws of the State of Pennsylvania.
9. **Jurisdiction**. Borrower hereby irrevocably and unconditionally: (i) agrees that any legal action, suit, or proceeding (a "**Proceeding**") arising out of or relating to this Note may be brought in the courts of the State of Pennsylvania; and (ii) submits to the jurisdiction of any such court in any such Proceeding. Final judgment against Borrower in any Proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment. Nothing herein shall affect the right of the holder of this Note to commence legal proceedings or otherwise sue Borrower in any other court having jurisdiction, or serve process upon Borrower in any manner authorized by the laws of any such jurisdiction.
10. **Expenses**. In case of an Event of Default, Borrower shall reimburse the holder of this Note on demand for all reasonable out-of-pocket costs, expenses, and fees (including legal expenses and fees) incurred in connection with the transactions contemplated hereby, including the negotiation, documentation, and execution of this Note, the Purchase Agreement, and the enforcement of such holder's rights hereunder and thereunder.

11. **Captions.** The captions in this Note are inserted for convenience only and are not to be used to limit the terms herein.

EXECUTED AND EFFECTIVE as of the date first set forth above.

BORROWER:

ACTIVE WORLD HOLDINGS INC.
D/B/A ACTIVE WORLD CLUB

By: 
Name: Alfonso Knoll
Title: Chief Executive Officer

STATE OF PENNSYLVANIA

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COUNTY OF BERKS

BEFORE ME, the undersigned authority, on this day personally appeared ALFONSO KNOLL, in his individual capacity and as Chief Executive Officer of ACTIVE WORLD HOLDINGS INC., a Pennsylvania corporation, on the 2 day of February, 2022.


NOTARY PUBLIC,
COMMONWEALTH OF PENNSYLVANIA

Commonwealth of Pennsylvania - Notary Seal Brenda J. High, Notary Public Berks County My commission expires August 14, 2022 Commission number 1338622 Member, Pennsylvania Association of Notaries
