

Exist Core Doc 1.1

EXIST WHITE PAPER TOUCHSTONE DOCUMENT 1.1

EXIST CRYPTO INC.

EXIST CRYPTO MEMBERSHIP ENTRY TOKEN PURCHASE AGREEMENT

This Agreement is between Print Name: * (“You”) and/or between the entity that you represent: * (“Entity”) residing at/or with a principal place of business located at Street Address: Signer Address: * (“The Buyer”) and Exist Crypto, Inc., a Delaware Corporation, (hereinafter referred to as the “Company”). Buyer and Company are herein referred to individually as a “Party” and collectively, as the “Parties.”

INTRODUCTION and RECITALS

WHEREAS, this EXIST CRYPTO Inc., Token Purchase Agreement (this “Agreement”) contains the terms and conditions that govern the creation and use of the EXIST CRYPTO Alternate Virtual Equity Credit Tokens and the EXIST CRYPTO, AVEC Token Distribution Contract.” EXIST CRYPTO, Alternate Virtual Equity Credits, or “EXIST CRYPTO AVEC” are defined as; an encrypted digital set of tokens (token species) that are applied to and represent a percentage of the owner’s wholly-owned equity.

WHEREAS, the Exist Crypto AVEC Token valuation is based on the (“CEVA”) or Commercial Efficiency Valuation Association or the “CEVA EQUITY Proof of Stake Protocol” hereinafter (CE-POS) upon equity verification, the equity is digitally represented (Tokenized) by Exist Crypto, Alternate Virtual Equity Credits and recorded by Owner on the Deed of Trust to Run with the Land until redeemed by the original owner/purchaser of the Exist Token Purchase and Equity (AVEC) Conversion Agreement.

WHEREAS Exist Crypto AVEC are recorded by original owner/owners, or owner/owners qualified assignee, as an owner’s self-imposed lien against the verified amount of owner’s property value and wholly-owned equity as defined in the owners’ original Exist Token Purchase and Equity (AVEC) Conversion Agreement.

WHEREAS, the Exist Crypto AVEC (The Tokens) are recorded with the restricted rights of transfer associated with the owner’s equity and may not be broken or infringed upon. The right of transfer is granted to the transferee upon transferee’s Purchase, Acknowledgement, and Acceptance of this transaction (the “GRANT”).

WHEREAS, **Buyer agrees to an Unconditional Waiver and Release of all lien rights to the property associated with this Exist Crypto Token Purchase.** (“The consideration offered, is offered as a Peer to Peer spot transaction whether by Purchase, Trade, Swap or any other supported exchange associated with this transaction transfer and is/are considered as Final Payment and is binding upon all parties and will not be reversed or refunded.” (“NON REFUNDABLE TRANSACTION and NON REVERSIBLE TRANSFER”))

WHEREAS, the lien is indentured and recorded on the Real Property Title Bundle by/in or through an owner’s desire, execution, and recording of a qualified Deed of Trust. The Deed of Trust is recorded at the proper public or municipal venue and may be acquired and viewed by purchasing a Property Title search from such a venue.

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WHEREAS, by signing this Agreement, Buyer acknowledges that it is Buyer’s intent and purpose under this Agreement to “Exist to Build,” with a desire to use the items purchased in this Agreement (the Tokens) called Exist Crypto Alternate Virtual Equity Credits to consume, occupy or develop their land or property in a way



that Buyer sees fit.

WHEREAS, when Individual purchases their first Exist Crypto Alternate Virtual Equity Credit Token they acknowledge and give consent to become an active member of the Worldwide Homeowners Association Inc. hereinafter called (WHOA), and acknowledge and accept the Terms of Use and Conditions associated with their membership and use of the Exist Crypto AVEC Tokens on the www.existcrypto.com website and the associated Exist Crypto Technology Services Platform, along with the Covenants, Conditions, and Restrictions that have been applied to the token(s) by the Original Owner when that original owner converted their equity into Exist Crypto AVEC.

WHEREAS, when an individual is a member of WHOA they may use the Exist Crypto Token Purchase and Technology Services Platform on the www.existcrypto.com website made available to active WHOA members.

WHEREAS, Buyer acknowledges, understands, and accepts that by entering into this Exist Crypto Inc. Exist Crypto Token Purchase and Technology Services Agreement, the Buyer ("YOU") of the Exist Crypto Alternate Virtual Equity Credit(s) (Exist Crypto AVEC) or (The Token(s)) represented in this Agreement, acknowledge and accept the (Terms of Use and Conditions Agreement) with your New Active Membership in the Worldwide Homeowners Association. (WHOA). Found at www.worldwidehoa.com

WHEREAS, Buyer further acknowledges that Buyer is entering into this Agreement under Buyer's own desire, along with Buyer's intentions, and that by meeting the requirements set forth in the Exist ID CE-POS identification verification process, and qualifying by the acceptance of Buyer's WHOA Founder Developer Recommendation as a New Active Member; Buyer agrees to the terms outlined in this Agreement.

WHEREAS, under the Commercial Efficiency Valuation Association (hereinafter called CEVA), Buyer acknowledges and understands that the Commercial Efficiency Valuation Association or (CEVA) and the (CEVA Equity-Proof of Stake Measurement and Verification Protocols shall be developed through and operated by elected administrators as an unincorporated de-centralized oversight committee, to act as an oversight committee for WHOA Members and establish the CEVA Equity Proof of Stake Protocols as a self-governing organization (SGO) created by and through the election of those individuals or representatives who are Qualified Members of the WHOA, along with those Owner Stakeholders of the Exist Family of Entities. CEVA may obtain any third-party services necessary to fulfill any obligation necessary to develop and provide Measurement and Verification Technology and or Services of any kind that may be required to fulfill CEVA Equity Proof of Stake Protocols. CEVA may use various and multiple self-certified processes designed to establish CEVA Equity Proof of Stake Protocols for the valuation and verification of owner equity and its tracking for Buyer in any equity conversion process or technology service contemplated under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Buyer agree as follows:

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IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

EXIST CRYPTO INC. LEGAL ADVICE DISCLAIMER:

EXIST CRYPTO INC. STATES THAT IF YOU DO NOT UNDERSTAND THE REPRESENTATIONS ASSOCIATED WITH THIS EXIST CRYPTO AVEC TOKEN PURCHASE AND TECHNOLOGIES SERVICES AGREEMENT AND THE PERSONAL OR EXTENDED RISKS THAT MAY BE ASSOCIATED WITH THIS TRANSACTION, OR IF YOU DO NOT UNDERSTAND THE NATURE OF THE COMMERCIAL EFFICIENCY VALUATION ASSOCIATION OR ("CEVA") AND ITS ROLE AS A



DECENTRALIZED UNINCORPORATED SELF-GOVERNING ORGANIZATION (SGO) AND/OR HOW IT FUNCTIONS AS AN ELECTED BODY OF ADMINISTRATORS WHICH ADMINISTRATORS ARE ELECTED FROM THE MEMBERSHIP OF THE WORLDWIDE HOMEOWNERS ASSOCIATION AND ALSO FROM THE STAKEHOLDERS OF THE EXIST FAMILY OF ENTITIES FOR THE REPRESENTATIVE SELF GOVERNING OVERSIGHT, THEN EXIST CRYPTO INC. RECOMMENDS STRONGLY THAT YOU SHOULD GET OUTSIDE, INDEPENDENT, 3RD PARTY LEGAL ADVICE, BEFORE YOU PURCHASE "THIS EXIST CRYPTO AVEC TOKEN" OR IN THE FUTURE CONVERT ANY OF YOUR EQUITY IN ANY OF YOUR GIVEN REAL PROPERTY BY AGREEING TO OR SIGNING THE EXIST CRYPTO TOKEN PURCHASE AND EQUITY (AVEC) CONVERSION AND TECHNOLOGY SERVICES AGREEMENT.

CEVA EQUITY PROOF OF STAKE AND EXIST CRYPTO AVEC TOKEN REDEMPTION:

THE VALUE OF THE TOKEN(S) ASSOCIATED WITH THIS AGREEMENT AND THE OWNERS REDEMPTION OF THE SUBJECT PROPERTY AND THE RELEASE OF ANY EXIST CRYPTO ENCUMBRANCES FOR THE ORIGINAL OWNER, THAT PRICE VALUATION SHALL BE DETERMINED AT THE TIME OF OWNER REQUEST OF EQUITY REDEMPTION, AT THAT TIME THE TOKEN(S) SHALL BE RE-EVALUATED USING THE SAME CEVA EQUITY PROOF OF STAKE PROTOCOLS THAT WERE USED AT THAT TIME WHEN THE ORIGINAL EQUITY CONVERSION TOOK PLACE AND THE EQUITY WAS CONVERTED INTO EXIST CRYPTO AVEC. AT THE TIME OF OWNERS REQUEST TO RELEASE EXIST CRYPTO INC. ENCUMBRANCES, IF THOSE ORIGINAL THIRD PARTY PROTOCOL SERVICES DO NOT EXIST OR IF THEY HAVE CHANGED THEIR SERVICES FOOTPRINT OR HAVE RESTRICTED AVAILABILITY, THEN A QUALIFIED REAL PROPERTY APPRAISAL BY A QUALIFIED STATE LICENSED APPRAISER WILL BE PURCHASED BY THE ORIGINAL OWNER TO ESTABLISH AND DETERMINE THE VALUE FOR THE REQUEST.

THE TOKEN ASSOCIATED WITH THIS EXIST TOKEN PURCHASE MAY ONLY BE REDEEMED BY THE BUYER/PURCHASER WHEN AND IF A TOKEN MARKET EVER EXISTS. THERE IS NO CLAIM WHATSOEVER BY EXIST CRYPTO INC. THAT A TOKEN MARKET DOES OR EVER WILL EXIST FOR THE BUYER/PURCHASER OF THIS TOKEN.

I. TERMS OF PURCHASE

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Buyer acknowledges, understands, and agrees to the following:

AS PERTAINING TO MATTERS OF EXISTCRYPTO INC., EXISTCRYPTO.COM, AND THE DEVELOPMENT OF THE SOFTWARE AND EXIST CRYPTO INC. TECHNOLOGIES PLATFORMS:

1.1 Exist Crypto Inc. is the "Sole Source Procurement" for technology developers and contract technology development service providers" for its parent company, and is developing through a combination of affiliate technologies, contractors, subcontractors, and associate partners, the www.existcrypto.com software and technologies platform (the "www.existcrypto.com Technologies platform") as further described in the www.existcrypto.com Technical White Paper (as it may be amended from time to time), (the "White Paper");

1.2 At the White Paper development stage, Exist Crypto Inc. will award the necessary contracts for the development of the associated Exist Crypto Inc. Technology Platforms to its qualified technology contractor. Upon its testing and the completion of the www.existcrypto.com software and technologies platform, its release will take place under an open-source software license;

1.3 Any launch and implementation of an Exist Crypto Inc. Technology Platform may occur by third parties licensed by the declarant;

1.4 Third parties launching any Exist Crypto Inc. software and technologies platform may delete, modify or supplement that Exist Crypto Inc. software and technology platform prior to, during, or after launching the



Exist Crypto Inc. software and technology platform;

1.5 Third parties "MAY NOT" change and are RESTRICTED as individuals or entities from modifying or changing any code whatsoever that applies to the CEVA or CE-POS PROTOCOLS as they may be modified from time to time by qualified selection by the parent company or the elected individuals that represent the body of the Exist Family of Entities through CEVA;

1.6 Company will have no control over when, how or whether or not an Exist Crypto Inc. software and technologies platform is adopted or implemented by a third party, or how, when, where or whether or not the Exist Crypto Inc. software and technologies platform may be launched;

1.7. PURCHASE OF TOKENS AND TECHNOLOGY SERVICES IS/ARE NON-REFUNDABLE AND CANNOT BE CANCELLED.

1.8. "BUYER MAY LOSE ALL VALUE FROM EQUITY."

1.9 EQUITY CONVERTED BY ORIGINAL PROPERTY OWNERS INTO EXIST CRYPTO, "ALTERNATE VIRTUAL EQUITY CREDITS," IS/ARE INDENTURED UPON THE REAL PROPERTY TITLE BUNDLE AND RECORDED ON THE DEED OF TRUST BY THE OWNER AS A CERTAIN AND SPECIFIC VOLUNTARY SELF IMPOSED LIEN AND ARE ORDERED BY THE OWNER TO BIND AND INURE TO THE BENEFIT OF THE PARTIES AND THEIR RESPECTIVE ASSIGNS AND ARE AGREED TO AND MEANT TO RUN WITH THE LAND UNTIL REDEEMED BY THE ORIGINAL REAL PROPERTY OWNER OR THEIR QUALIFIED ASSIGNEE.

1.10 EQUITY CONVERTED TO EXIST CRYPTO, "ALTERNATE VIRTUAL EQUITY CREDITS," OR EXIST CRYPTOEQUITY AND THE OWNERS RIGHTS DISCLOSED IN THE EXIST CRYPTO AVEC COVENANTS CONDITIONS AND RESTRICTIONS IS/ARE INDENTURED UPON THE OWNER'S TITLE BUNDLE AS A CERTAIN AND SPECIFIC VOLUNTARY SELF-IMPOSED LIEN, THE LIEN IS RECORDED ON THE TITLE OF OWNERS REAL PROPERTY BY THE OWNER AND BY THEIR HAVING RECORDED THE EXIST CRYPTO TOKEN PURCHASE AND EQUITY (AVEC) CONVERSION AND TECHNOLOGY SERVICES AGREEMENT ATTACHED TO A DEED OF TRUST AT THE APPROPRIATE RECORDER'S OFFICE. THE REAL PROPERTY OWNERS RECORDED LIEN INCLUDES BUT IS NOT LIMITED TO; THE REAL PROPERTY OWNERS RIGHTS OF CONSUMPTION, OCCUPANCY, AND THEIR RIGHT TO DEVELOP THEIR LAND. THESE RIGHTS INCLUDE BUT ARE NOT LIMITED TO, THE RIGHT TO DISPOSE OF THEIR WHOLLY OWNED EQUITY IN THE REAL PROPERTY AND ALSO DEFINES THE OWNERS ASSIGNABLE RIGHTS ASSOCIATED WITH THE TRANSFER OF THE TOKENS, WHICH RIGHTS MAY BE GRANTED AT THE TIME OF THE SALE OR EXCHANGE OF EXIST CRYPTO AVEC TOKENS THAT ARE ASSOCIATED WITH THEIR WHOLLY OWNED EQUITY POSITION IN THE REAL PROPERTY.

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1.11 THIRD PARTIES WHO ACT AS EXIST CRYPTO AVEC TOKEN PURCHASERS THAT ARE MEMBERS OF THE WORLDWIDE HOMEOWNERS ASSOCIATION INC. MAY PURCHASE EXIST CRYPTO AVEC TOKENS ASSOCIATED WITH THE ORIGINAL OWNERS WHOLLY OWNED AND RESTRICTED EQUITY WITHIN THE EXIST FAMILY OF ENTITIES AND MAINTAIN THE ASSOCIATED TRANSFER RIGHTS AS DEFINED HEREIN.

1.12 EXIST CRYPTO AVEC TOKENS MAY BE REDEEMED FROM EXIST CRYPTO INC. ENCUMBRANCES BY THE ORIGINAL REAL PROPERTY OWNER AT THE OWNER'S SOLE DISCRETION BY AND THROUGH PAYMENT TO EXIST CRYPTO INC. IN US DOLLARS UPON ANY SALE OR OWNER REFINANCE OF THE ORIGINAL OWNERS SUBJECT REAL PROPERTY. REDEMPTION BY ORIGINAL OWNER MAY ONLY OCCUR UPON THE CE-POS VALUATIONS SET FORTH IN THE ORIGINAL EXIST CRYPTO TOKEN PURCHASE AND EQUITY (AVEC) CONVERSION AND TECHNOLOGY SERVICES AGREEMENT AND THE ATTACHED EXIST CRYPTO AVEC COVENANTS CONDITIONS AND RESTRICTIONS.

1.12(a) IF THE ORIGINAL OWNER OF THE SUBJECT PROPERTY TRANSFERS THE TITLE TO THE PROPERTY TO A



THIRD PARTY IN ANY WAY WHETHER BY FORCE AS IN (FORECLOSURE) OR VOLUNTARILY AS IN (GIFTED OR LEFT THROUGH A WILL) OR FOR ANY REASON THE OWNER OF THE SUBJECT PROPERTY CANNOT OR WILL NOT REDEEM THE SUBJECT PROPERTY THEMSELVES, THE ENCUMBRANCES ARE ORDERED BY THE OWNER TO RUN WITH THE LAND UNDER EXIST CRYPTO INC. ENCUMBRANCES AND ARE TRANSFERRED AND IN FORCE WHEN THE NEXT OWNER TAKES POSSESSION OF TITLE AND THE PROPERTY. (EXIST CRYPTO INC. TITLE TRANSFER FEES APPLY AT CLOSING).

1.13 TRANSFER RIGHTS ARE ORIGINATED BY THE OWNER OF THE SUBJECT PROPERTY AND MADE RECORD OF AND RIGHTS ARE GRANTED VOLUNTARILY BY THE ORIGINAL REAL PROPERTY OWNER UPON THE ORIGINAL CONVERSION OF OWNERS WHOLLY OWNED EQUITY INTO EXIST CRYPTO AVEC. THE TRANSFER RIGHTS ALONG WITH THE ASSOCIATED COVENANTS CONDITIONS & RESTRICTIONS ARE INDENTURED ON THE TITLE OF THE SUBJECT REAL PROPERTY BY THE OWNER BY THEIR ATTACHMENT TO THE REAL PROPERTY TITLE BY A RECORDED DEED OF TRUST, RECORDED AT THE APPROPRIATE COUNTY RECORDER'S OFFICE. UPON ANY EXIST CRYPTO AVEC TOKEN PURCHASE, EXCHANGE, SWAP, SALE, TRADE OR TRANSFER, THE PERCENTAGE OF EQUITY ASSOCIATED WITH THE TOKEN(S) AS STATED ON THE ORIGINAL DOCUMENTS ATTACHED WITH THE ORIGINAL EXIST CRYPTO TOKEN PURCHASE AND EQUITY (AVEC) CONVERSION AND TECHNOLOGY SERVICES AGREEMENT AND THOSE RIGHTS OF TRANSFER OF SAID EQUITY ALONG WITH THE RESTRICTIONS ARE GRANTED TO TRANSFEREE.

1.14 THE RIGHTS GRANTED THAT ARE ASSOCIATED WITH THIS EXIST CRYPTO AVEC TOKEN PURCHASE INCLUDING THE RIGHTS OF PURCHASE OF THE EXIST CRYPTO INC. TOKEN PURCHASE AND TECHNOLOGY SERVICES AGREEMENT IN THIS TRANSACTION ARE GRANTED BY THE ORIGINAL REAL PROPERTY OWNER ALONG WITH EXIST CRYPTO INC. TO THE PURCHASER/BUYER WHO SIGNED THIS AGREEMENT AND TO ANY SUBSEQUENT TRANSFEREE OF THE REAL PROPERTY OWNER. THE RIGHT OF TRANSFER OF SAID TOKEN AND ITS REPRESENTED EQUITY PERCENTAGE THAT IS ASSOCIATED TO IT WITH THIS AGREEMENT, GRANTS TO THE PURCHASER TO BE TOKEN HOLDER THE RIGHT TO EXCHANGE, SWAP, SELL OR TRANSFER TRANSFEREE'S EXIST CRYPTO AVEC TOKEN(S) IN ANY WAY UNDER THE RIGHTS GRANTED BY OWNER. THE RIGHT OF TRANSFER TO ANOTHER PARTY IS GRANTED BY ORIGINAL REAL PROPERTY OWNERS EXST CRYPTO TOKEN PURCHASE AND EQUITY CONVERSION AGREEMENT AND THE ORIGINAL REAL PROPERTY OWNER'S EXECUTION THEREOF ON THE TITLE BY DEED OF TRUST FOR THEIR OWN PURPOSES.

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1.15 RIGHT OF TRANSFER IS/ARE GRANTED "SPECIFICALLY" TO A TOKEN PURCHASER OR TO THE TRANSFEREE IN EXCHANGE FOR TRANSFEREE'S COMPLETE AND TOTAL UNCONDITIONAL LIEN WAIVER AND RELEASE OF ANY AND ALL LEGAL CLAIMS AGAINST ANY AND ALL REAL PROPERTY THAT THE EXIST CRYPTO AVEC TOKENS PURCHASED ARE TIED TO, ALONG WITH THE COMPLETE LIEN RELEASE OF PURCHASER OR TRANSFEREE INTERESTS IN ANY OTHER OF THE OWNERS REAL PROPERTY OR INCREASE ASSOCIATED WITH THE ORIGINAL REAL PROPERTY OWNERS' TITLE BUNDLE THAT ARE NOT SPECIFICALLY IDENTIFIED IN THE RIGHT OF TRANSFER DEFINED IN ORIGINAL OWNER'S EXIST CRYPTO TOKEN PURCHASE AND EQUITY (AVEC) CONVERSION AGREEMENT.

1.16 THE TERMS OF USE AND CONDITIONS AGREEMENT, INCLUDING, THE EXIST CRYPTO AVEC COVENANTS CONDITIONS & RESTRICTIONS ARE MADE A PART OF THIS AGREEMENT. THE OWNERS EQUITY IN THE SUBJECT REAL PROPERTY IS MADE SUBJECT TO THIS EXIST CRYPTO TOKEN PURCHASE AND TECHNOLOGY SERVICES AGREEMENT. EXIST CRYPTO INC. AND THIS AGREEMENT INCLUDING THE DIGITAL, AND VIRTUAL REPRESENTATIONS MANIFEST BY THE COMPANY PROVIDED TECHNOLOGY SERVICES TO THE OWNER IN THIS EXIST CRYPTO TOKEN PURCHASE AND EQUITY (AVEC) CONVERSION AGREEMENT, ALONG WITH THE RECORDED CEVA EQUITY - PROOF OF STAKE MEASUREMENT AND VERIFICATION PROTOCOLS REFERENCED IN THIS AGREEMENT, ARE ATTACHED IN DIGITAL FORM AND BOUND TO THE TITLE BY A RECORDED DEED OF TRUST AGAINST THE OWNERS SUBJECT REAL PROPERTY. THIS AGREEMENT WILL COMPRISE THE TOTAL AGREEMENT BETWEEN THE COMPANY, THE ORIGINAL OWNER OF SAID SUBJECT PROPERTY, AND (YOU) THE



TOKEN PURCHASER OR BUYER/TRANSFeree INCLUDING ALL SUBSEQUENT TRANSFeree OWNERS OR HOLDERS OF STATED EXIST CRYPTO ALTERNATE VIRTUAL EQUITY CREDITS (THE TOKENS).

1.17 "IN ORDER FOR A COVENANT TO RUN WITH THE LAND, THERE MUST BE AN INTENT AGREED TO BY ALL PARTIES TO THE COVENANT THAT IT DO SO." BY ACCEPTING THIS AGREEMENT, ALL PARTIES TO THIS AGREEMENT ACKNOWLEDGE, ACCEPT AND MAKE KNOWN TO ALL CURRENT PARTIES INCLUDING ALL OTHER SUBSEQUENT PARTICIPANTS, THAT THE PARTIES DESIRE AND DO AGREE UPON INTENT, AND THAT THE "TERMS OF USE AND CONDITIONS AGREEMENT" INCLUDING THE "EXIST CRYPTO INC. AVEC COVENANTS, CONDITIONS, AND RESTRICTIONS", THAT ARE DISCLOSED TO YOU THE PURCHASER AND ARE ASSOCIATED WITH THIS AGREEMENT, CONSTITUTE THE TERMS OF SERVICE FOR THE OWNERS PURCHASE OF EXIST CRYPTO TECHNOLOGY SERVICES FOR A SELF IMPOSED LIEN AND CONVERSION OF OWNERS EQUITY INTO EXIST CRYPTO ALTERNATE VIRTUAL EQUITY CREDITS. THE RIGHTS ASSOCIATED WITH THE EXIST CRYPTO AVEC TOKENS CREATED AND USED BY ORIGINAL OWNER PURCHASER, BUYER OR ANY SUBSEQUENT TRANSFeree UNDER THIS AGREEMENT ARE TO RUN WITH THE LAND UNTIL REDEEMED BY THE ORIGINAL REAL PROPERTY OWNER. UNDER THE TERMS OUTLINED IN THE EXIST CRYPTO AVEC CC&RS.

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1.18 ("EXIST CRYPTO AVEC TOKENS MAY BE REDEEMED FROM ENCUMBRANCE OF EXIST CRYPTO INC. BY THE ORIGINAL REAL PROPERTY OWNER AT THEIR SOLE DISCRETION.") REDEMPTION MAY OCCUR UPON THE REPURCHASE, REFINANCE OR SALE OF THE REAL PROPERTY BY OWNER AT PROPERTIES CURRENT MARKET VALUE. ALL FUNDS ACQUIRED BY EXIST CRYPTO INC. FROM THE OWNER REDEMPTION EVENT THAT IS ASSOCIATED WITH THE TOKENS THAT HAVE BEEN SOLD BY THE ORIGINAL PROPERTY OWNER TO ANY THIRD PARTIES THAT ARE SUBJECT TO THIS AGREEMENT, WILL BE USED BY EXIST CRYPTO INC. TO PURCHASE REAL ESTATE, SUBJECT TO THE COSTS ASSOCIATED WITH ACQUIRING REAL PROPERTY AT MARKET PRICE AS THOSE CONDITIONS MAY APPLY IN CURRENT MARKETS AS INTERPRETED BY THE PARENT COMPANY.

1.19 ORIGINAL OWNERS' EQUITY THAT IS CONVERTED TO EXIST CRYPTO AVEC, THAT IS DISTRIBUTED BY THE OWNER OR EXCHANGED, TRADED, SWAPPED, OR PURCHASED IN ANY WAY BY TRANSFeree/BUYERS OTHER THAN THE PRIMARY REAL PROPERTY OWNER, MAY BE REDEEMED AT CURRENT TOKEN MARKET VALUE, IF AND WHEN ONE EXISTS. **("EXIST CRYPTO INC. MAKES NO CLAIM WHATSOEVER THAT ANY MARKET FOR ANY OWNER OR THEIR EQUITY THAT HAS BEEN CONVERTED INTO EXIST CRYPTO ALTERNATE VIRTUAL EQUITY CREDITS EXISTS")**

1.20 ANY EXIST CRYPTO AVEC TOKEN(S) OR FRACTION OF TOKEN THAT IS PURCHASED BY A NEW TOKEN PURCHASER/TRANSFeree, SHALL BE BASED ON THAT GIVEN EXIST CRYPTO AVEC TOKEN BUYER'S OWN UNDERSTANDING AND THEIR SOLE BEST EFFORTS TO SELF DETERMINE THE VALUE OF ANY GIVEN PURCHASE OR OTHER ASSOCIATED TRANSACTION AND THEIR "ONUS" TO NEGOTIATE FOR THEMSELVES.

1.21 ALL GAINS AND LOSSES ARE WHOLLY AND COMPLETELY THE RESPONSIBILITY OF THE BUYER. EXIST HAS NO PERSUASION OR AUTHORITY WHATSOEVER IN THE PEER TO PEER, TRADE, SWAP, EXCHANGE, OR REDEMPTION THAT OCCURS BETWEEN PRIVATE PARTIES AND MAY NOT BE HELD ACCOUNTABLE FOR SUCH TRANSACTIONS.

1.22 THE EXIST CRYPTO AVEC TOKEN MARKET SUPPORTED BY EXIST CRYPTO INC. TECHNOLOGY SERVICES ALONG WITH ITS ASSOCIATED THIRD-PARTY VERIFICATIONS AND VALUATIONS OCCUR IF AND WHEN A MARKET EVER EXISTS. THOSE VALUATION ACT AS MARKERS AND SHALL BE BASED UPON CEVA EQUITY PROOF OF STAKE (CE-POS), SUPPORTED BY THIRD-PARTY CEVA QUALIFIED INDEPENDENT REAL ESTATE MARKET ENTITIES AS CE-POS THIRD-PARTY VERIFIED VALUATIONS AND WILL BE USED AS A BASELINE TO SUPPORT MARKET ACTIVITY.

1.22 (a) ALL PRIMARY EXIST CRYPTO AVEC TOKEN VALUATIONS ARE CALCULATED ONLY ONCE AT THE TIME OF



THE OWNER/MEMBER'S ORIGATION OF THE EXIST CRYPTO INC. TOKEN PURCHASE AND EQUITY (AVEC) CONVERSION AGREEMENT. THIS ORIGINAL PRIMARY VERIFICATION OF PROPERTY VALUATION IS OBTAINED BY EXIST CRYPTO INC., BY AND THROUGH INDEPENDENTLY OWNED AND OPERATED THIRD PARTIES ENTITIES, AND THEN HOSTED AND POSTED BY EXIST CRYPTO INC. AS A TECHNOLOGY SERVICE PROVIDED TO THE OWNER FOR THEIR SOLE DETERMINED USE AND PURPOSES. THE THIRD PARTY CEVA EQUITY PROOF OF STAKE VERIFICATIONS, THAT ARE HOSTED AND POSTED BY EXIST CRYPTO INC. AS A TECHNOLOGY SERVICE FOR THE OWNER, THAT REPRESENT THE CE-POS VERIFICATION OF THE VALUATION OF THE OWNER'S SUBJECT PROPERTY, ARE BASED UPON THE THEN EXISTING CURRENT VALUE OF OWNERS PROPERTY AT THE TIME OF THE OWNER'S REQUEST FOR EQUITY CONVERSION INTO EXIST CRYPTO AVEC. THIS PROCESS INCLUDES MARKING THE VALUE OF THE TOTAL PROPERTY VALUE AND CONVERTING THAT VALUE INTO EXIST CRYPTO AVEC, AND THEN, AT PROPERTY OWNER'S DISCRETION, SEPARATING OWNER'S PERSONAL WHOLLY OWNED, UNENCUMBERED AND CONTROLLED EQUITY IN THE SUBJECT REAL PROPERTY THAT EXISTS UNDER OWNER CONTROL, FROM ENCUMBERED EQUITY THAT MAKES UP THE DIFFERENCE IN OVERALL TOTAL PROPERTY VALUE. THE OWNER'S WHOLLY OWNED, UNENCUMBERED AND CONTROLLED EQUITY IN THE SUBJECT REAL PROPERTY WILL BE MADE AVAILABLE TO THE OWNER IN THE CONVERSION PROCESS FOR THEIR CURRENT USE AS EXIST CRYPTO ONUS AS IS SET FORTH IN THE EXIST CRYPTO INC. TERMS OF USE AND CONDITIONS AGREEMENT BY AND FOR OWNER.

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1.23 THE CE-POS INDEPENDENT VALUATION IS A MARKET VALUE MARKER, RECORDING THE DATE, TIME, AND THE PROPERTIES CURRENT MARKET VALUE FOR THE OWNER OF THE SUBJECT REAL PROPERTY, BASED ON THEIR DESIRE TO PURCHASE TOKENS AND CONVERT EQUITY INTO REPRESENTATIVE EXIST CRYPTO AVEC BY QUALIFIED THIRD-PARTY INDEPENDENT SOURCES.

1.24 THE CEVA EQUITY PROOF OF STAKE MEASUREMENT AND VERIFICATION PROCESS IDENTIFIES AND DESIGNATES THE OWNERS WHOLLY OWNED EQUITY THAT IS AVAILABLE TO RUN WITH THE LAND UNDER EXIST CRYPTO INC. EXIST CRYPTO ALTERNATE VIRTUAL EQUITY CREDITS ENCUMBRANCES. THE ENCUMBRANCES ARE PLACED ON THE PROPERTIES TITLE BY DEED OF TRUST AT THE REQUEST AND ORDER OF THE REAL PROPERTY OWNER OR OWNERS QUALIFIED AGENT, THE IDENTIFIED EQUITY IS THEN MARKED CE-POS VERIFIED AND CONVERTED DIGITALLY AND TOKENIZED TO REFLECT THE EQUITY PERCENTAGE THAT REPRESENTS THE TOKEN(S). THIS BASELINE VALUATION AND VERIFICATION REFLECTS THE CE-POS MARKED VALUE OF THE EQUITY SECURED BY DEED OF TRUST. THE TOKEN VALUE IS BASED ON THE CURRENT EXISTING MARKET VALUE OF THE OWNERS WHOLLY OWNED PROPERTY AT THE TIME OF CONVERSION, ALONG WITH IDENTIFYING AND SEPARATING THE OWNER CONTROLLED EQUITY OR THE ("OWNER UNENCUMBERED EQUITY POSITION IN THE REAL PROPERTY.")

1.25 THE EXIST CRYPTO AVEC TOKENS ARE ATTACHED TO THE PROPERTY AS A ONE TIME DIGITIZED SERIAL SET AND ARE ALLOWED A SINGLE ONE TIME DISTRIBUTION. THAT DISTRIBUTION IS MADE TO THE PROPERTY OWNER ONCE FOR THEIR SOLE USE. THE TOKEN VALUE IS EXTRACTED FROM THE PERCENTAGE OF THE OWNERS CE-POS VERIFIED REMAINING AVAILABLE ("UNENCUMBERED OWNER CONTROLLED PRINCIPLE EQUITY.") THE OWNERS THIRD-PARTY VERIFIED WHOLLY OWNED EQUITY POSITION IN THE REAL PROPERTY INCLUDES CERTAIN AND SPECIFIC TRANSFER RIGHTS ASSOCIATED WITH ASSOCIATED TOKEN EQUITY PERCENTAGE THE RIGHT OF TRANSFER OF SAID TOKEN OR FRACTION OF TOKEN AND THE ASSOCIATED FUTURE LOSSES AND GAINS IN TOKENS ASSOCIATED EQUITY VALUE.

1.26 AN EXIST CRYPTO ALTERNATE VIRTUAL EQUITY CREDITS ENCRYPTED TOKEN SERIAL SET WILL BE APPLIED TO ENCUMBER THE OWNERS REAL PROPERTY TITLE BUNDLE UNTIL REDEEMED BY OWNER/CREATOR AT THE TIME OWNER CHOOSES TO REDEEM THE PROPERTY FROM ENCUMBRANCES. THE TOKEN SERIAL SET AND ITS USE IS SUBJECT TO CURRENT MARKET AVAILABILITY AND CURRENT MARKET CONDITIONS IF AND WHEN ONE EXISTS. (CREATOR OF TOKENS MAY REDEEM TOKENS BY THE REPURCHASE OR SALE OF PROPERTY AT THEIR SOLE DISCRETION AS OUTLINED IN THE TOKEN CREATORS ORIGINAL EXIST CRYPTO TOKEN PURCHASE AND



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1.27 (TOKEN MARKET VALUE AT REDEMPTION CAN, MAY AND WILL REFLECT A DIFFERENT VALUE THAN THAT OF THE VALUE OF EQUITY, TOKEN OR ANY TOKEN MARKET IF ONE EXISTS THAT OCCURRED AT THE TIME OF THE INITIAL TOKEN PURCHASE AND EQUITY CONVERSION AND SHOULD BE RECOGNIZED AS RISK).

1.28 THE "COMMERCIAL EFFICIENCY VALUATION ASSOCIATION" (CEVA) IS AN ELECTED SELF- GOVERNING ORGANIZATION. CEVA AND ITS BODY OF ELECTED PERSONS OR ENTITIES FUNCTION AS AN OVERSIGHT AND COMPLIANCE COMMITTEE FOR ALL TRANSACTIONS ASSOCIATED WITH THE TRANSFER AND REDEMPTION OF EXIST CRYPTO INC. ENCUMBERED PROPERTY. VALUE OF ANY GIVEN PROPERTY MAY FLUCTUATE DEPENDING ON VARIOUS CIRCUMSTANCES, WHICH CONSTITUTES RISK ASSOCIATED WITH THIS OR ANY EQUITY VALUE TRANSACTION. BY ACCEPTING THIS AGREEMENT BUYER AGREES TO ALLOW PARENT COMPANY AND THE COMMERCIAL EFFICIENCY VALUATION ASSOCIATION TO OVERSEE ALL EQUITY VERIFICATIONS AND ANY ASSOCIATED TRANSACTIONS WITH THE TRANSFER, EXCHANGE, AND REDEMPTION OF ANY EXIST CRYPTO INC. ENCUMBERED DIGITAL ASSETS ALONG WITH ANY OTHER SUPPORTED CRYPTO OR FIAT CURRENCIES ASSOCIATED WITH THE AVEC TOKENS PURCHASED BY BUYER UNDER THIS AGREEMENT. BUYER ACCEPTS ANY AND ALL RISK ASSOCIATED WITH CEVA AND ITS ROLE DESCRIBED HEREIN AND ACKNOWLEDGES AND ACCEPTS FULL RESPONSIBILITY FOR THEIR OWN DECISION IN REGARD TO THIS EXIST CRYPTO AVEC TOKEN PURCHASE AND TECHNOLOGY SERVICES ALONG WITH THEIR PREFERRED USE OF SAID TOKENS.

NOTWITHSTANDING THE AFOREMENTIONED, BUYER ACKNOWLEDGES AND ACCEPTS FULL RESPONSIBILITY FOR THEIR OWN DECISION IN REGARD TO THIS PURCHASE.

THIS AGREEMENT CONSTITUTES AND REPRESENTS RISK. IT POINTS TO THE TOUCHSTONE OF "YOUR" OWN ABSOLUTE RESPONSIBILITY IN HOLDING, CONTROLLING, AND NEGOTIATING FOR TRADE YOUR OWN EQUITY INCLUDING ANY AND ALL THE ASSOCIATED RISKS THAT MAY EXIST IN AN UNDETERMINED, VOLATILE, AND EMERGING MARKET (BUYER BEWARE).

1.29 THE OBLIGATIONS UNDER THIS AGREEMENT WILL BIND AND INURE TO THE BENEFIT OF SUCCESSORS, HEIRS, AND ASSIGNS.

1.30 THE EXIST CRYPTO AVEC TOKENS ARE/IS INDENTURED UPON REAL PROPERTY WITH THIS AGREEMENT BY TRUST DEED.

1.31 NOTICE! DISCLOSURE ON RIGHTS OF TOKEN HOLDER:

EXIST CRYPTO AVEC TOKENS ARE SOLELY A DIGITAL TOKENIZED REPRESENTATION OF AN OWNER'S EXISTING ASSET AND THEREFORE (i) EXIST CRYPTO AVEC POSSESS NO RIGHTS OF INFRINGEMENT OR INTERRUPTION UPON THE ORIGINAL PROPERTY OWNER or (ii) THE OWNERS' RIGHT OF POSSESSION or (iii) THE OWNERS RIGHT OF CONTROL or (iv) THE OWNERS RIGHT OF EXCLUSION or (v) THE OWNERS RIGHT OF ENJOYMENT or (vi) THE OWNERS RIGHT OF DISPOSITION or (vii) THE OWNERS RIGHT OF PROFIT AND LOSS or (viii) THE OWNERS RIGHT OF ENJOYMENT or (ix) THE OWNERS RIGHT OF USE OR THE RIGHT TO USE OR CONSUME THE ITEM PURCHASED ("EXIST CRYPTO AVEC") (THE TOKENS) TO OCCUPY OR DEVELOP THE LAND. THE ONLY RIGHTS CONVEYED TO A TOKEN HOLDER ARE THE RIGHT TO TRANSFER, SELL OR TRADE OWNERSHIP OF THE TOKEN HOLDER'S INDIVIDUAL TOKEN(S) AND THE RIGHT TO INCUR PROFIT OR LOSS OF THE VALUE OF SAID TOKEN HELD. NO ADDITIONAL RIGHTS WHETHER OR NOT LISTED HEREIN, INCLUDING DISPOSITION OF THE SUBJECT PROPERTY OR ANY VOTING RIGHTS PERTAINING TO ANY CONTROL OR SAY WHATSOEVER OVER OR PERTAINING TO THE OWNER OR THE OWNERS SUBJECT PROPERTY, ARE CONVEYED BY A REAL PROPERTY OWNER TO A TOKEN HOLDER. (IF A RIGHT IS NOT DISCLOSED IN WRITING IN THIS AGREEMENT OR ANY OF THE ASSOCIATED DOCUMENTS THAT ARE MENTIONED HEREIN AS A RIGHT GRANTED TO BUYER, THAT RIGHT DOES



NOT EXIST, AND IS NOT GRANTED TO BUYER/PURCHASER.)

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1.32 THE EXIST CRYPTO AVEC TOKENS ARE A THIRD PARTY, INDEPENDENTLY VERIFIED AND DATE MARKED VALUE AS A DIGITAL REPRESENTATION ONLY OF OWNERS EXISTING WHOLLY CONTROLLED UNENCUMBERED EQUITY AND ARE RECORDED ON THE TITLE BUNDLE AS SUCH. THE APPRAISED VALUE OF THE TOKEN IS IN ITS ONE TIME LIMITATION OF ITS DISTRIBUTION AT THE TIME OF EQUITY CONVERSION AND IN ITS PROPER RECORDING OF QUALIFIED DOCUMENTS ON THE REAL PROPERTY TITLE BY INDENTURED DEED OF TRUST. THE TOKEN IS REPRESENTED IN ITS BASIC THIRD PARTY INDEPENDENTLY VERIFIED CE-POS VALUATION AS BEING TIED SOLELY TO THE REAL PROPERTY AND THE VERIFIED OWNERS WHOLLY CONTROLLED EQUITY. THE TOKEN VALUE IS ALLOCATED DIGITALLY AND THEN ENCRYPTED AS A TOKENIZED VALUE REPRESENTATION BASED ON A ONE HUNDRED DOLLAR PER TOKEN PERCENTAGE STRUCTURE ON THE TOTAL EQUITY AVAILABLE FOR DISTRIBUTION. THE TOKEN(S) IS DISTRIBUTED IN ITS LIMITED CAPACITY ONLY ONE TIME TO THE OWNER/CREATOR. NO DUPLICATE TOKENS WILL EVER BE DISTRIBUTED ONCE A PERCENT OF EQUITY HAS BEEN CONVERTED INTO EXIST CRYPTO AVEC AND DISTRIBUTED. THE TOKENS ARE ENCRYPTED AS A NUMBERED SERIAL SET, THE TOKENS ARE REGISTERED BY BEING RECORDED ON THE INDENTURED DEED OF TRUST ASSOCIATED WITH THIS AGREEMENT.

1.33 THERE IS NO CLAIM FROM EXIST CRYPTO INC., OR ITS PARENT COMPANY, THAT EXIST CRYPTO TOKENS DO OR DO NOT HAVE VALUE. ALL CE-POS VERIFICATIONS OF VALUATIONS ARE DETERMINED BY QUALIFIED THIRD PARTY INDEPENDENT ENTITIES. EXIST CRYPTO INC. IS A TECHNOLOGY SERVICES COMPANY ONLY AND IS NOT QUALIFIED NOR WILL IT EVER BE QUALIFIED TO EVALUATE ANY DIGITAL ASSETS.

1.34. THERE IS NO KNOWN SECONDARY MARKET FOR EXIST CRYPTO ALTERNATE VIRTUAL EQUITY CREDITS. (THE EXIST CRYPTO AVEC ARE RESTRICTED DIGITAL ASSET. THE PRIMARY RESTRICTION ALONG WITH ANY OTHER OWNER IMPOSED RESTRICTIONS ARE THAT IS LIMITED TO THE TOKENS USE ("WITHIN") THE EXIST FAMILY OF ENTITIES.)

1.35. UNTIL AN AGREEMENT IS FULLY APPROVED OR UPON ANY TIME EXIST CRYPTO, INC., AN EXIST LICENSED FOUNDER DEVELOPER, OR THE COMMERCIAL EFFICIENCY VALUATION ASSOCIATION DISCOVERS ANY FALSE INFORMATION, EXIST CRYPTO INC. RESERVES THE RIGHT TO REFUSE OR CANCEL ANY EXIST CRYPTO TOKEN PURCHASE AND TECHNOLOGY SERVICES AGREEMENT OR ANY ASSOCIATED SERVICE REQUEST, AT ANY TIME UPON ITS SOLE DISCRETION.

1.36. PLEASE READ THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION SIX CAREFULLY AND IN THEIR ENTIRETY.

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1.37. THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION IN SECTION 10 AND REQUIRES ARBITRATION IN SECTION 10.2.

1.38 This Agreement shall be executed in the presence of no less than two (2) witnesses. The witnesses who



recommended you to join the Worldwide Homeowners Association may qualify this Exist Crypto AVEC Token Purchase and Technology Services Agreement.

1.39 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of each Purchaser (other than by merger). Any Purchaser may assign any or all of its rights under this Agreement to any Person to whom such Purchaser assigns or transfers any Exist Crypto AVEC, provided that such transferee agrees in writing (Digital Signature Required) to be bound to the Exist Crypto Inc. Terms of Use and Conditions Agreement and the Exist Crypto Inc, AVEC CC&Rs, and thereby agree to be bound by the provisions that apply to the Transactions and all those Documents that apply to the Exist Crypto AVEC "Purchasers."

II. ACCEPTANCE OF AGREEMENT AND PURCHASE OF TOKENS

2.1 Terms of Purchase. The Seller (Exist Crypto Inc.) certifies that for consideration in the amount of \$100.00 USD, by means of payment from Buyer to Exist Crypto Inc., or in an alternative exchange as a Peer to Peer bilateral swap, for Buyer's payment to acquire "ONE" Exist Crypto Inc. Exist Crypto AVEC Token, and to establish Buyer as an Exist Crypto Alternate Virtual Equity Credit Owner and as an Active Qualified Member of the Worldwide Homeowners Association Inc. For \$100.00 USD or in an alternative means of Exist Crypto Inc. Supported Digital Cryptoequity or Cryptocurrency as agreed upon by parties equal to or no less the amount of \$100.00 USD in current market valuation, (Including CEVA Pay Per Transaction Fees along with any third party Exchange Fees and also Company Assessed Property Taxes) as is its equivalent to the property value in kind; A.() ETHEREUM or B.() BITCOIN are accepted as Exist Crypto Inc. Supported Digital Assets: (Identify and verify Token Fraction as the equivalent in value if Buyer elects Alternative Payment (here) A. ETH or B. BTC.) Buyer may substitute for payment to the Seller, at the Seller's sole right of refusal, and /or approval, a current value equivalent to \$100.00 USD (Plus associated Fees) of Ethereum or Bitcoin. All other substitutions for payment in Cryptocurrency or trade will be handled on an individual basis and must be approved by the Company.

2.1.1 CEVA Pay Per Transaction Fees:

CEVA Pay Per Transaction Fees apply to all Present and Future Transfer of Exist Crypto Inc. Exist Crypto AVEC Tokens are under (CEVA and CEVA Equity Proof of Stake Protocol and CEVA Committee Oversight), which is CEVA Equity Proof of Stake Services. In addition to the payment terms outlined in Section 2.1, an additional Transaction or Transfer Fee of One Percent (1%) of the value of the CEVA Token being traded will be withheld from Buyer's Tokens upon distribution and held by Exist Crypto, Inc. for CEVA Equity Proof of Stake Technology Services rendered, this will occur upon the transfer and or exchange of any and all Tokens or fraction of Tokens contemplated under this Agreement between Seller and Buyer. This amount is restricted to the value set at the original token purchase amount when Owner Qualified Equity was originally converted to Exist Crypto AVEC. The Pay Per Transaction Fee is withheld on the original valuation of each given Exist Crypto Token Transfer whether in whole or infraction in order to fund the development and maintain Exist Crypto CE-POS tracking technology services for owner/members and pay for independently Qualified CEVA/CE-POS services. This additional fee of One (1%) Percent value is assessed on a Pay Per Transaction Fee Basis on this and all future Transactions and is to be held and administered by the declarant to develop and maintain a third-party CEVA qualified intermediary, and from time to time distributed in portion by contract to a third-party organization in order to establish and maintain the Commercial Efficiency Valuation Association or CEVA/CE-POS services that support Exist Crypto AVEC Tokens. Declarant through Exist Crypto Inc. and CEVA, shall provide and maintain custody of records and Qualify the third party CE-POS tracking for owner and owner equity technology services, information, and other necessary support services as a qualified intermediary, which in turn will provide to owner: (i) qualified administration and oversight for the development of the Commercial Efficiency Valuation Associations Measurement and Valuation Protocols; (ii) qualified intermediary CE-POS CEVA Equity Proof of Stake transfer ledger services; (iii) maintain Exist Crypto AVEC Token owner transfer and disposal rights; and (iv) any other services supporting proper recording and authentication of Exist Crypto AVEC Tokens on the Exist Crypto Inc. Technology Services Platform Cryptoequity chain of the title associated with the owners' subject Real Property.

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2.2 Nature of Exist Crypto AVEC or Tokens. At the time of conversion, the total value of the third party verified value of the real property is digitally converted into Exist Crypto Alternate Virtual Equity Credits, whether that equity in the property is owned outright, or if that equity is encumbered at the time of conversion by a third-party lien holder. Exist Crypto AVEC are Restricted by owner and may only be exchanged using Exist Crypto Inc. and CE-POS Protocols within the commercial framework of the qualified membership of the Exist Family of Entities.

2.2.1 EXIST Crypto AVEC is a one hundred (100%) percent CEVA /CE-POS (CEVA Equity Proof of Stake) valuation verified digital Token, which means no mining is involved. By making it 100% CEVA Equity-Proof of Stake, with CEVA Measurement and Verification Protocols, manipulation may be avoided.

2.2.2 The Exist Wealth Architect ECO Register 1.2 (This is your Worldwide Homeowners Association Inc. Exist Crypto Inc. qualified Modern Register of Account) stakes Exist Crypto Inc. Cryptoequity Tokens or fractions of a Token, based upon the Token age of the Tokens in the Exist Wealth Architect ECO Register 1.2. The original Token age for Exist Crypto AVEC is/are designated at the Time and Date of an original Property Owner/ Buyer's Equity Conversion into Exist Crypto AVEC Tokens and their distribution to Owner. Each serial set of Exist Crypto AVEC Tokens that are created under this Agreement, are an encrypted serial set of Tokens and are a third party value marked digital asset. The CE-POS value Verification is marked at the value that exists at the time of Owners original equity conversion and then distributed. The encrypted Token batch and associated serial number(s) are held by Exist Crypto Inc. for custody of records, original baseline valuation and to post future third party CE-POS valuation protocols and CEVA Measurement and Verification purposes along with using that baseline for CEVA Equity Proof of Stake development for the CEVA Measurement and Verification Protocols.

2.3. Token Value at the time of Transfer. The Tokens, in the form of Exist Crypto AVEC, shall be conveyed or (distributed) to Buyer upon Seller's Receipt and CE-POS Verification of payment from Buyer. Upon receipt of payment from the buyer in the value determined above by the parties, Seller shall concurrently transfer to the Buyer the Exist Crypto AVEC Token(s) through the Exist Crypto Inc. Technology Services Platform as soon as the Buyer has registered their multi-currency Exist Crypto Inc. Modern Register of Account called the Exist Wealth Architect ECO Register 1.2, this all occurs upon "CEVA Equity Proof of Stake Token Transfer Protocols.

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2.3.1. The Token Value of One Exist Token for a value basis upon exchange shall be determined "As Is" and negotiated solely by the parties who desire the exchange.

2.4 Calculation of CE-POS Fees at the Time of Transfer. The third-party CE-POS Token Valuation Protocol is restricted to only verify a digital equity percentage on the basis of the original Owner's third-party verified wholly-owned and controlled equitable value in the Owner's given Real Property at the date of conversion. CEVA CE-POS Token exchange transfer and pay per transaction protocol fees are based on the valuation posted on the original Exist Crypto Token Purchase and Equity (AVEC) Conversion Agreement CE-POS transaction receipt. A copy of the receipt is retained for custody by Exist Crypto Inc. for reference from the time of conversion.

2.5 Peer to Peer Valuation. Peer to Peer bilateral exchanges may occur between party/members using Exist Crypto AVEC Tokens. The Peer to Peer exchanges that occur are determined and executed by those parties



entering into the exchange. Exist Crypto Inc., has no say whatsoever in any exchange or the negotiation of any member-based Peer to Peer bilateral transaction within the commercial framework of the Exist Family of entities.

2.6 Insufficient Value on Peer to Peer Exchange. Exist Crypto Inc. will not fulfill Exist Crypto Inc. Technology Services on Peer to Peer exchanges involving Exist Crypto AVEC or any other Exist Crypto Supported Digital Asset when the exchange is subject to deficits or insufficient funds in the associated accounts where a certain representation of value in the form of funds or equity is necessary, in order for both parties to have maintained to fulfill the Seller request order for CE-POS Receipt Protocol in any transaction.

2.7 White Paper. The white paper and other materials concerning the creation of Exist Crypto AVEC and the sale of said Tokens will be made available upon its completion at www.existcrypto.com, which may be amended from time to time (the "Exist Crypto Whitepaper") is/are hereby incorporated by reference.

2.8 Real Property. The Buyer certifies that: (i) the Real Property made the subject of this Agreement is fully described in this Agreement under Exhibit A attached hereto; (ii) any equity position in the subject Real Property described herein shall be free and clear of encumbrances at the time of conversion.

2.9 Qualified Active New Members of Worldwide Homeowner Association Inc., once they open their Exist Wealth Architect ECO Register 1.2 Account, may exchange Exist Crypto AVEC "WITHIN" the Commercial framework of the Exist Family of Entities under the Exist Crypto Terms of Use and Conditions along with the Exist Crypto AVEC Covenants, Conditions, and Restrictions associated with this Exist Crypto Token Purchase and Technology Services Agreement. This is done by making a request order on the Exist Crypto Technology Services Platform for an Exist Crypto AVEC Token Transfer and CE-POS Receipt of Transaction within the System.

III. PARTY RESPONSIBILITY ON THE SALE, EXCHANGE, AND PURCHASES OF EXIST CRYPTO AVEC TOKENS AND OTHER EXIST CRYPTO SUPPORTED DIGITAL ASSETS

3. Responsibilities and Roles of the Parties.

3.1 Party Obligations. Seller shall: (i) provide the Buyer with Proof of Ownership of the Tokens as a condition precedent to any sale of Exist Crypto AVEC Tokens by Seller to Buyer. Buyer shall provide and verify an accurate Exist Wealth Architect ECO Register 1.2 compatible digital ECO System address to Seller before any Exist Crypto AVEC Tokens may be distributed to Buyer from Seller through the Exist Crypto CEVA Equity Proof of Stake Protocol.

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3.2 Sources and Uses of Funds.

3.2.1 Use of Funds. Buyer shall not use the Tokens to finance, engage in, or otherwise support any unlawful activities.

3.2.2 Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable law, Buyer shall comply with all anti-money laundering and counter-terrorism financing requirements.

3.3 Present and Future Transfers and Exchange.

3.3.1 Transfer and Exchange Autonomy. The parties agree that once Buyer has acquired Exist Crypto AVEC, and the Buyer has paid Seller the agreed-upon value outlined in Section 2 above, then Buyer may retain, transfer, trade, exchange or sell any amount of its virtual Exist Crypto AVEC Tokens.



3.3.2 Transfer Restrictions. Buyer agrees that outside third parties to this Agreement have placed, and again may place more limitations on the transferability or exchange of Tokens through the CEVA Equity - Proof of Stake Protocol.

3.3.3 Future Transfer Fee Disclosure - Buyer agrees that all future transfer and exchange of Exist Crypto AVEC tokens in their possession may be subject to additional pay per transfer service fees to a third party on a per exchange or per transfer basis. CEVA pay per Transaction Fees are not to exceed One Percent (1 %) of the original value determined upon the original date of Equity conversion of the Exist Crypto AVEC token based on the value determined at the date of the Owner's Equity conversion at the time of exchange. This transaction fee will be paid in part to third parties as consideration for exchange and digital Cryptoequity tracking of Token use as it pertains to Exist Crypto Technology Services Platform and the chain of title as it pertains to Exist CE-POS Protocol and technology services and the Exist family of entities commercial framework as described in this Agreement. ("Outside exchange Fees are not included in the above statement and may be assessed and charged for separately.")

3.3.4 Rights of Token Holder. The Buyer acknowledges Buyers' limitations on any Real Property rights as is described in Section 1.31 above. The buyer does not have any rights of infringement upon a given real property owner's right of possession, right of control, right of privacy, right of exclusion, right of enjoyment, right of disposition, right of profit and loss, right to use or consume the real property or the right to occupy and/or develop the real property. The only rights the Buyer has in the Exist Crypto AVEC Token is the right to transfer their Exist Crypto AVEC Token and/or the right to redeem those Tokens upon any redemption event initiated by the real property owner. Redemption Rights of Token holders to redeem value upon an Owner's redemption event must be exercised before the Declarant reallocates funds into other real property assets. It is the responsibility of the Token holder to make known their intention to redeem the value of said Token or fraction of Token upon any Owner Redemption event.

3.3.5 Redemption Event. A redemption event of any given real property tied to Buyer's Exist Crypto AVEC Tokens shall include an Owners repurchase, sale or refinance of that given real property that is encumbered by Buyer's Exist Crypto AVEC Tokens. IT IS THE RESPONSIBILITY OF THE BUYER TO MONITOR THEIR EMAIL AND/OR EXIST WEALTH ARCHITECT ECO REGISTER 1.2 ACCOUNT FOR NOTIFICATION OF ANY PROPERTY SOLD THAT MAY CAUSE AN ORIGINAL OWNERS REDEMPTION EVENT OF REAL PROPERTY TIED TO THEIR EXIST CRYPTO AVEC TOKENS AND TO ACT IN CONFORMITY WITHIN THE REQUISITE TIME FRAME TO PROVIDE NOTICE TO THE REAL PROPERTY OWNER OF BUYERS INTENT TO REDEEM AT THE TIME OF THAT REDEMPTION EVENT.

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3.3.5(a) ELECTRONIC NOTICES OR POSTS OF OWNER REDEMPTION EVENTS ARE HOSTED ON THE EXIST CRYPTO WEBSITE AND MAY NOT BE DELIVERED VIA WRITING, VIA EMAIL, OR OTHER ELECTRONIC MEANS, TO EACH AND EVERY INDIVIDUAL WHO MAY HOLD ANY TOKEN OR FRACTION OF TOKENS TIED TO THE SUBJECT PROPERTY. IT IS THE TOKEN HOLDER'S RESPONSIBILITY TO KEEP TRACK OF SUCH EVENTS. (ADDED FEES MAY APPLY FOR TOKEN HOLDER REDEMPTION AT ANY REDEMPTION EVENT).

3.3.6 Notice to Real Property Owner. Buyer agrees that electronic notice posted on the Exist Crypto website in the form of Notice of Sale of the subject property or other supported electronic notification shall be sufficient notice of a redemption event. The buyer shall notify the real property owner of their intention to redeem Buyer's Exist Crypto AVEC Tokens associated with the redemption event no later than seven (7) days after the closing date to Exist Crypto Inc. In the event that Buyer has not provided notice under these terms, then Buyer's Token's value will be transferred to a new property upon the funds being used to purchase a new property for its development within the Exist Family of Entities under the terms and conditions associated with this Agreement.

IV. NO OTHER RIGHTS CREATED



4.1 No Claim, Loan, or Ownership Interest. The purchase of Tokens:(i) shall not provide Buyer with rights of any form with respect to any third party that is an individual or any third party company that is not a party to the terms and conditions of this Agreement, or any revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (ii) shall not infringe on any undisclosed right; and (iii) shall not provide Buyer with any ownership or other interest in any third party company.

4.2 Intellectual Property. All right, title and interest in all of Exist Holdings Inc. or any of the Exist Family of Entities' intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information, and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon shall be retained by the Declarant as Owner of subject Intellectual Property for the benefit of Declarant to develop and maintain the Exist family of Entities. Buyer shall not use any of that company's intellectual property for any reason without securing Exist Crypto Inc, and/or any other associated company's prior written consent.

V. SECURITY AND DATA; TAXES AND FEES

5.1 Security and Data Privacy.

5.1.1 Buyer's Responsibility for their Own Security. Buyer shall implement reasonable and appropriate measures designed to secure access to (i) any device associated with Buyer and utilized in connection with Buyer's purchase of Tokens; (ii) private keys to Buyer's Exist Wealth Architect ECO Register 1.2 account; and (iii) any other username, passwords or other login or identifying credentials. In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer acknowledges and understands that it may lose Tokens associated with the account and/or access to its account. In such an event, the Company shall be under no obligation to recover any lost Tokens and Buyer acknowledges, understands, and agrees that all purchases of Tokens are non-refundable and Buyer shall not receive money or other compensation for any Tokens purchased.

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5.2 Additional Information. Upon request, Buyer shall immediately provide to any governmental and/or regulatory authority information and documents that said governmental and/or regulatory authority, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules, or agreements, including without limitation judicial process. This section also applies to any request for information from Exist Crypto, Inc. In the event that any given governmental and/or regulatory authority seeks information on Buyer's Cryptoequity or Cryptocurrency holdings from Exist Crypto, Inc., Buyer hereby consents to Exist Crypto, Inc. or its family of entities disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Exist Crypto, Inc. may, in its sole discretion, refuse to distribute Tokens to Buyer until such requested information is provided.

5.3 Taxes. Buyer shall be solely responsible for compliance with "any" tax obligations arising from the purchase, exchange, trade, swap, sale, or receipt of Exist Crypto Alternate Virtual Equity Credits Tokens. Neither Seller nor any of the Exist Family of Entities shall bear any liability or responsibility with respect to any tax obligation of Buyer in respect of the Buyers purchase and receipt of any virtual Exist Crypto Alternate Virtual Equity Credits (The Tokens). Buyer acknowledges that Buyer is in sole possession of their Exist Crypto AVEC Tokens upon Purchase and receipt, and the onus of liability and any benefit or any of the use of Exist Crypto AVEC Tokens rests wholly upon the Buyer.



VI. REPRESENTATIONS AND WARRANTIES

6. **Buyer Representations and Warranties.** Buyer acknowledges, represents, and warrants to Seller that as of the Effective Date of this Agreement:

6.1 **Authority.** The buyer has all requisite power and authority to execute and deliver this Agreement, and to carry out and perform his/her desire and obligations under this Agreement. (i) If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase Tokens. (ii) If a legal person, Buyer is duly organized, validly existing, and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business, they may Purchase Exist Crypto AVEC Tokens under the Terms and Conditions of Use stated in the associated documents and/or found at www.existcrypto.com.

6.2 **No Conflict.** The execution, delivery, and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (i) any provision of Buyer's organizational documents, if applicable; (ii) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject; (iii) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (iv) any laws, regulations or rules applicable to Buyer.

6.3 **No Consents or Approvals.** The execution and delivery of, and performance under, this Agreement requires no approval or other action from any governmental authority or person other than a Qualified Buyer.

6.4 **No Public Market.** The buyer understands that this Agreement is an Exist Crypto Token Purchase and Technology Services application only and that it is not considered an investment. Additionally, no public market now exists for the Tokens, and that the Seller of Exist Crypto Token Purchase and Technology Services has made no assurances, and that Buyer may not claim that Seller made assurances that a public market will ever exist for the Tokens. Buyer understands that the Tokens may be notated with one or all of the following legends: "THE TOKENS REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND HAVE BEEN ACQUIRED BY PURCHASER AS PART OF A TECHNOLOGY SERVICE FOR DIGITIZATION AND TRACKING OF OWNER EQUITY AND NOT FOR AN OUTRIGHT INVESTMENT, AND NOT WITH A VIEW TO, OR IN CONNECTION WITH THE SALE OR DISTRIBUTION THEREOF. NO SUCH GOVERNMENT REGULATED TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933." Any legend required by the securities laws of any state to the extent such laws are applicable to the Tokens represented by the certificate, instrument, or book-entry so stated by legend, if necessary

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6.5 **Foreign Investors.** If Buyer is not a United States person (as defined by Section 7701(a)(30) of the Code, a "Non-U.S. Person"), Buyer hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Tokens or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Tokens, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Tokens. The buyer's purchase of the Tokens will not violate any applicable securities or other laws of Buyer's jurisdiction. If the Buyer is a Non-U.S. Person, Buyer represents, warrants and undertakes that neither it, its affiliates (as defined in Regulation 501 under the Securities Act), nor any persons acting on its or their behalf has engaged or will engage in any directed selling efforts (as defined in Regulation (S) with respect to this Agreement and the Tokens.

6.6 **No General Solicitation.** As pertaining to Exist Crypto Inc., Neither Seller, nor any of its officers, directors,



employees, agents, stockholders or partners has either directly or indirectly, including, through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Tokens. (Exist Crypto Token Purchase and Technology Services are currently (“Restricted”) to provide services only to Qualified Members of the Worldwide Homeowners Association Inc. by WHOA Licensed Founder Developer Services to WHOA Qualified Members.

6.7 Exculpation Among Buyers. The buyer acknowledges that it is not relying upon any Person in deciding to pursue an Exist Crypto AVEC Tokens purchase. Buyer is not subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Securities Act of 1933 (a “Buyer Event”), and there is no proceeding or investigation pending or, to the knowledge of Buyer, Buyer is not threatened by any governmental authority, that would reasonably be expected to become the basis for a Buyer Event.

6.8 Buyer’s Knowledge and Risks of this Project. Buyer has sufficient knowledge and experience in property ownership, business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Buyer’s purchase of Exist Crypto AVEC Tokens, including but not limited to the matters set forth in this Agreement, and is able with a clear process of thought to bear the risks thereof, including loss of all equity converted, loss of Tokens, risks of liability associated with the Company and others for the acts and omissions of Buyer, including without limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. The buyer has obtained sufficient information in order to make an informed decision to purchase Tokens in the subject Real Property described herein from the seller.

6.9 Funds and Payments. Buyer represents that the proceeds used by Buyer in order to acquire the Exist Crypto AVEC Token(s) has not been borrowed from a debt lender without the express written consent by an officer of said lender. Buyer represents that the proceeds used by Buyer to purchase the Token(s) are not derived from, acquired by or related to any unlawful activities, including but not limited to money laundering or terrorist financing. Buyer represents that the proceeds used to purchase the Exist Crypto AVEC Token(s) are wholly owned by Buyer.

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6.10 No Obligation to Register. Buyer understands that the Tokens represent Buyers Equity and have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bonafide nature of the investment intent and the accuracy of the Buyer’s representations as expressed herein. Buyer acknowledges that the Company has no obligation, nor does the Company intend to register or qualify the Tokens for resale. (**Exist Crypto AVEC Tokens are Originated, Created and wholly-owned and controlled by real property Owners. You the Buyer are Buying One of those Tokens to become a Qualified Active Member of the Worldwide Homeowners Association Inc.**)

6.11 Anti-Money Laundering (“AML”); Counter-Terrorism Financing. To the extent required by applicable law, Buyer has complied with all anti-money laundering and counter-terrorism financing requirements in that Buyer is converting cash, personal property, or other Supported digital assets owned by Buyer into Exist Crypto AVEC Tokens and represents that Buyer has and will continue to comply with all federal and state AML requirements.

6.12 Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, “Sanctions”) or is organized or a resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.



6.13 Cloud on Real Property Title. Buyer agrees that they will not prevent, bar, encumber, or cloud title on the subject real property that the Exist Crypto AVEC Token is/are tied to in any way that places any encumbrance on the property associated with their ownership of Exist Crypto AVEC that is encumbering the subject real property on the chain of title of said real property. (Buyer Disclosure: "Buyer of Tokens must Disclose to any future lender that the Tokens Exist.")

6.14 No Seller Representations or Warranties.

(A) SELLER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.

(B) WITH RESPECT TO THE TOKENS, THEIR UTILITY AND THE ABILITY OF ANYONE TO PURCHASE OR USE THE TOKENS WITHIN THE EXIST FAMILY OF ENTITIES, SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

(C) COMPANY PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES THAT THE PROCESS OF PURCHASING OR RECEIVING THE TOKENS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE TOKENS ARE RELIABLE OR ERROR-FREE.

VII. BUYER ACKNOWLEDGMENTS AND CONSENTS

7.1 Agreement. Buyer acknowledges and understands that Buyer has read in full and understands this Agreement and the terms and conditions of use to which Buyer is bound.

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7.2 White Paper. Buyer acknowledges and understands that it has access to read and view by request, the Exist White Paper. Buyer acknowledges the sensitive nature of the content and information contained in the document construction of the Exist White Paper and its restricted view until published. Abstract will be provided to Buyer. Construction of Exist White Paper is restricted to Exist Crypto Inc. Technology Services Contract participants, Worldwide Homeowners Association Licensed Founder Developers, and CEVA CE-POS Protocol Qualified Intermediary and Peer Review.

7.3 Seller's Use of Sale Proceeds. Buyer acknowledges and understands that the Tokens and/or proceeds from the sale of the Tokens under this Agreement may be utilized by Seller in their sole discretion.

7.4 Transaction Fees. Buyer acknowledges and understands that any present or future exchange transactions in the Tokens effectuated using the CEVA Protocols may be subject to additional exchange and/or transaction fees, payable in virtual Exist Crypto AVEC or other Supported digital assets set by the Exist Crypto Inc. CEVA Protocols, which may vary from time to time.

7.5 Not an Offering of Investment or Securities. Buyer acknowledges and understands that: (a) the Purchase of Tokens and the Tokens themselves are not investments, securities, commodities, swaps on a currency, security, or commodity of any kind; (b) purchases and sales of Tokens are not subject to the protections of any mature body of laws governing those types of financial instruments and are currently being developed in an emerging market; (c) this Agreement and all other documents referred to in this Agreement, including the White Paper, do not constitute a prospectus or offering document, and are not an offer to sell, nor are they a solicitation of an offer to buy an investment, a currency, a security, commodity, or a swap on either a security or commodity or a financial asset of any kind.



VIII. BUYER ACKNOWLEDGMENT OF RISKS

8.1 Disclaimer. TOKENS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID. Buyer has carefully reviewed, acknowledges, understands, and assumes the following risks, as well as all other risks associated with the Tokens (including those not discussed herein), all of which could render the Tokens worthless or of little value and cause loss of equitable value in the property the Tokens are tied to.

8.2 Basis for Purchase. Tokens are each provided, used, and acquired on an "AS IS" basis and on an "AS AVAILABLE" basis without representations, warranties, promises, or guarantees whatsoever of any kind by the Company. Buyer must rely on his/her own examination and investigation thereof.

8.3 No Rights, Functionality, or Features. Tokens have no rights, uses, purpose, attributes, functionalities, or features, express or implied, outside of identifying a digitized equity percentage position in original property owner's real property interests.

8.4 Purchase Price Risk. This is a Token purchase transaction and Technology Service Agreement ONLY. There are no guarantees as to the price or value of Tokens at the time of purchase by Seller, and there are no guarantees that the future price or value per Token in whole or infraction determined by the current or future market will be equal to or higher than the value presumed or stated by any third party valuation at the time of purchase. There is the possibility that the price or value per Token may fall below the price or value recorded on the CE-POS Receipt at the time of purchase by Buyer. Company, Licensed Founder Developer, or owner/seller reserves the right to change the duration of any timeframe for the distribution of Token(s), including, without limitation, unforeseen regulatory, procedural, compliance, or any other security risk issues.

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8.5 Blockchain Delay Risk. On any Exist Crypto AVEC or CE-POS Protocol, transactions may not be recorded in the last-closed ledger until the transaction has been ratified through the EXIST/ CEVA consensus and algorithm. The timing of ratification may occur at random times. For example, Token transfers in a given open ledger may not be included in the next last-closed ledger and may be included in the candidate set for the beginning of the consensus process on the next open ledger. As a result, the last-closed ledger may not include Buyer's transaction at the time Buyer expects and Buyer may not receive Tokens on the same day Buyer converts equity for the Tokens.

8.6 Exist Crypto, AVEC Consensus Ledger. Transactions on the Exist Crypto AVEC Consensus Ledger may be delayed or lost due to operational error or malicious attacks by third parties. Buyer acknowledges and understands that the last-closed ledger may not include Buyer's transaction when Buyer wants or expects and that Buyer's transaction may be excluded or discarded entirely.

8.7 Operational Error. Buyer may never receive Tokens as a result of interruptions and operational errors in the process of purchasing or receiving the Tokens.

8.8 Ability to Transact or Resell. Buyer may be unable to sell or otherwise transact in Tokens at any time, due to (a) diminution in value of the Tokens; (b) lack of liquidity for the Tokens; or (c) Company or regulatory venue imposing restrictions on the transferability of the Tokens.

8.9 Token Security. Tokens may be subject to expropriation and theft. Hackers or other malicious groups or organizations may attempt to interfere with the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, surfing, and spoofing. Furthermore, because the Exist Crypto, AVEC CEVA Protocol rests on open source software and Tokens are based on open-source software, there is the risk that Exist Crypto, AVEC Protocol may contain intentional or

unintentional bugs, weaknesses, or glitches which may negatively affect the Tokens or result in the loss of Buyer's Tokens, the loss of Buyer's ability to access or control Buyer's Tokens or the loss of any other assets in Buyer's account. In the event of such a software bug, weakness, or glitch, there may be no remedy for holders of Tokens, Tokens are not guaranteed for any remedy, refund, or compensation.

8.10 Access to Private Keys. Tokens obtained by Buyer may be held by Buyer in Buyer's Exist Wealth Architect ECO Register 1.2 Account or a private data vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing Tokens may result in loss of such Tokens, access to Buyer's Token balance, or any balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer users, may be able to misappropriate Buyer's Tokens. Company is not responsible for any such losses.

8.11 New Technology. This Project and all of the matters set forth in this Agreement or the associated Whitepaper are new and are untested. The Project might not be capable of its completion, implementation or adoption. Even if the Project is completed, implemented, and adopted, it might not function as intended, and any tokens associated with a blockchain adopting the Project may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the Tokens and the Project may become outdated or forced into regulatory conflict, act of war, acts of God, or other unforeseen reasons, this project may be completely abandoned.

8.12 Tax Consequences. The purchase and receipt of Tokens may have tax consequences for Buyer. Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations.

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8.13 Reliance on Third-Parties. Even if completed, the Project may rely in whole or in part, on third parties to comprehend, adopt, and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the Project.

8.14 Failure to Map a Public Key to Buyer's Account. Failure of Buyer to map a public key to Buyer's account may result in third parties being unable to recognize Buyer's Token balance on the Exist Crypto Inc. Consensus Ledger.

8.15 Exchange & Counterparty Risks. If Buyer chooses to maintain or hold Tokens through a third party private vault or by other means, Buyer's Tokens may be stolen or lost. In addition, third parties may not recognize Buyer's claim to any primary or derivative tokens if and when launched by third parties according to the distribution rules set in the Project. If Buyer holds Tokens through a third party it is at Buyer's own and sole risk.

8.16 Changes to the Exist Crypto Inc. Project. The Project is still under development and may undergo significant changes over time. Although the Company intends for the Project to have the features and specifications set forth in the developing White Paper, Company may make changes to such features and specifications for any number of reasons, any of which may mean that the Project does not meet Buyer's expectations. As a result: (a) the Project may never be completed; (b) the Project may not be completed as initially proposed by Company, and in a different or modified form; (c) any of the blockchain utilizing or adopting features of the Project may never be launched, and (d) a blockchain may never be launched with or without changes to the Project.

8.17 Project Completion. The development of the Project may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.



8.18 Lack of Interest. Even if the Project is finished, launched and adopted, the ongoing success of the Project relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be sufficient interest or participation in the Project.

8.19 Uncertain Regulatory Framework. The regulatory status of cryptographic tokens, digital assets, and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities may regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations, or rules that may affect cryptographic tokens, digital assets, blockchain technology, and its applications. Such changes could negatively impact Tokens in various ways, including, for example, through a determination that Tokens are regulated financial instruments that require registration. The Company may cease the distribution of Tokens, the development of the Project or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

8.20 Risk of Government Action. The industry in which the Company operates is new, and may be subject to heightened oversight and regulatory or public scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting the Company in particular. All of this may subject the Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products goods, or services, all of which could harm the Company's reputation or lead to higher or extensive operational costs, which may, in turn, have a material adverse effect on the Tokens or the development of the Project.

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X. LIMITATION OF LIABILITY; INDEMNIFICATION

9.1 Limitation of Liability. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against Seller of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of Seller. Seller shall not be liable to Buyer for any type of damages, whether direct, indirect, incidental, special, punitive, consequential or exemplary (including damages for lost profits, goodwill, use, or data), even if and notwithstanding the extent to which Company has been advised of the possibility of such damages. Buyer agrees not to seek any refund, compensation, or reimbursement from Seller, regardless of the reason, and regardless of whether the reason is identified in this Agreement. Seller is not and shall not be responsible or liable for the market or the market value of the Tokens, the transferability or liquidity of Tokens, or the availability of any market for Tokens through third parties or otherwise.

9.2 Damages. Under no circumstances shall the aggregate joint liability of the Seller, whether in contract, warrant, tort, or other theory, for Damages to Buyer under this Agreement exceed the amount received by Seller from Buyer.

9.3 Force Majeure. Buyer understands and agrees that Seller shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

9.4 Release. To the fullest extent permitted by applicable law, Buyer releases Seller from responsibility, liability, claims, demands, or damages of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and the acts or omissions of third parties.



9.5 Indemnification. To the fullest extent permitted by applicable law, Buyer shall indemnify, defend and hold harmless and reimburse Seller from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by Seller arising from or relating to (i) Buyer's purchase or use of Tokens; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of and or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of any rights of any other person or entity; or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

9.5.1 Seller reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Section 8.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Seller.

X. DISPUTE RESOLUTION

10.1 Informal Dispute Resolution. The parties shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to, or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity, or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 10.2 below.

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10.2 Binding Arbitration. Any Dispute not resolved within 90 days as set forth in Section 10.1 shall be referred to and finally resolved by arbitration under the rules of the American Arbitration Association in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be one who shall be selected by Company. The seat, or legal place, of arbitration, shall be Salt Lake City, Utah. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10.1 herein. The arbitration award shall be final and binding on the Parties ("Binding Arbitration"). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Company and the Buyer shall be responsible for their respective attorneys' fees and expenses.

10.3 No Class Arbitrations, Class Actions, or Representative Actions. Any dispute arising out of or related to this Agreement is personal to Buyer and Seller and shall not be brought as a class arbitration, class action, or any other type of representative proceeding. There shall be no class arbitration or arbitration in which someone attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

MISCELLANEOUS

11.1 Governing Law and Venue. This Agreement shall be governed in all respects, including as to validity, interpretation, and effect, by the laws of Delaware, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

11.2 Assignment. Buyer shall not assign this Agreement. Any assignment or transfer in violation of this Section 11.2 shall be null and void. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, shall be binding upon and inure to the benefit of their respective successors, assigns, heirs,



executors, administrators, and legal representatives.

11.3 Entire Agreement. This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by Company or seller about the Exist Crypto Inc. Exist Crypto AVEC Tokens or the Exist Crypto Inc. Project.

11.4 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative, or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

11.5 Modification of Agreement. Company may modify this Agreement at any time by written addendum signed and accepted by both parties to this Agreement.

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11.6 Termination of Agreement; Survival. This Agreement shall terminate upon the notification of either party and the completion of all contractual agreements between said parties. Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon termination of this Agreement: (a) all of Buyer's rights under this Agreement immediately terminate; (b) Buyer is not entitled to a refund of any amount paid; and (c) Articles 3, 4, 6, 7, 8, 9, and 10 shall continue to apply between the parties in accordance with their terms beyond the termination of this Agreement.

11.7 No Waivers. The failure by the Company to exercise or enforce any right or provision of this Agreement shall not constitute a present or future waiver of such right or provision, nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

11.8 No Partnership; No Agency; No Third-Party Beneficiaries. Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute a partnership, association, joint venture or other co-operative entity between the Parties. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement shall not create any third-party beneficiary rights in any person other than those that may be specifically defined under the Exist Crypto Token Purchase and Equity (AVEC) Conversion Agreement.

11.9 Notice from Company and Electronic Communications. Buyer agrees and acknowledges that all agreements, notices, disclosures, and other communications that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of Tokens, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form or as stated in the Exist Crypto Inc. Terms and Conditions of Use.

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IN WITNESS WHEREOF, each of the undersigned acknowledges having read all the provisions of this Agreement and agree to its terms and do hereunto set his or her hand or caused this Agreement to be signed in its name by a person or persons duly authorized, all as of the date of this Agreement.

BUYER MEMBER SIGNATURE:

(Buyer's Signature verified through electronic verification)

Time of Buyer Member Signature:

All new member personal information collected on this form will only be used by the Prime Contact and/or WHOA. WHOA, Founder Developers use this information to verify a new member's identity for Know Your Customer (KYC) and Anti Money Laundering (AML) purposes and to validate contact information and identification with the new member. WHOA will not sell, disseminate, give, communicate, or trade any information on this form to any third party outside of the Exist Family of Entities to any other person or entity. All information on this form will be held in strict confidence and limited in use only to the parties found in this form.

CEVA OVERSIGHT

James David Ray (Declarant)

WHOA Licensed Founder Developer 1 ID #

Exist WHOA Licensed Founder Developer Name:

This is the WHOA Licensed Founder Developer who personally invited you to join WHOA.

WHOA Licensed Founder Developer or Marketing Founder Developer 2 ID #

Exist WHOA Licensed Founder Developer or WHOA Marketing Founder Developer Name:

This is the WHOA Licensed Founder Developer OR WHOA Marketing Founder Developer assisting the WHOA Licensed Founder Developer who personally invited you to join WHOA.

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SELLER: Exist Crypto, Inc.

AVEC CE-POS Verification and Receipt

Request for Exist Crypto Inc. CE-POS Receipt of Token transaction

By: James David Ray

Title: President

Date

Seller's Signature verified through electronic verification

X *James D Ray*

Signed By James Ray

Signed On: March 20, 2021

X

Signature Certificate

Document name: Exist Core Doc 1.1

Unique Document ID: 4B267EF8E00344892E774ED2A56689A5346DFDA5

LEGALLY SIGNED USING
WPsignature
Build. Track. Sign Contracts.

Timestamp

March 20, 2021 7:46 pm MDT

Audit

Exist Core Doc 1.1 Uploaded by James Ray -
existrustlands@gmail.com IP 75.169.146.202



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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