

DEBT SETTLEMENT AGREEMENT

Dated as of

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SCHEDULES

Schedule A: Interim Loans, Principal Payment Amounts

EXHIBITS:

- Exhibit A: Form of Interim Loan Waiver
**For Seller Interim Loan Agreement
- Exhibit C: Form of Interim Loan Agreement Amendment
**For Seller Interim Loan Agreement Amendment.
- Exhibit E: Form of Responsible Officer’s Certificate
**For Transaction Verification.

DEBT SETTLEMENT AGREEMENT

This DEBT SETTLEMENT AGREEMENT (this “Agreement”), dated as of date*, by and among Exist Holdings Inc, a Delaware Corporation, Worldwide Home Owners Association an national unincorporated association (“WHOA”), and WHOA Member(s)* and representing WHOA Member Entity (*) a *, the sellers listed on Schedule A attached hereto (each a “Seller” and collectively, the “Sellers”)*, represented by , a* (“* ”) , , a (“* ”), and Equitable Builds Inc, N.A. as administrative agent under the Interim Loan Agreement (as defined below),

W I T N E S S E T H:

WHEREAS, concurrently with the execution and delivery of this Agreement by the parties hereto, Exist Holdings Inc, a Delaware Corporation, Worldwide Home Owners Association an national unincorporated association (“WHOA”), WHOA Member(s)* , representing WHOA Member Entity (*) a *, the sellers listed on Schedule A attached hereto (each a “Seller” and collectively, the “Sellers”)*, represented by , a* (“* ”) , , a (“* ”), and Equitable Builds Inc, N.A. as administrative agent under the (“3.0 Digitization Bundle”), are entering into the Agreement and (“Debt Settlement Agreement”) for the agreement at URL: *, dated as of the date hereof, among those Persons (the “3.0 Digitization Bundle”), providing for the voluntary Annexation of the (“WHOA”) Member Entity Property: * located at * into (“WHOA”);

WHEREAS, (“* ”) and (“* ”) are wholly represented by* , , , and ;

WHEREAS, the Sellers are the holders of senior interim loans (the “Interim Loans”) under the Senior Interim Loan Credit Agreement dated as of among (“* ”) , (“* ”), Exist Holdings, Inc., Equitable Builds, Inc. as administrative agent, and the lenders party thereto (the “Interim Loan Agreement”); and



WHEREAS, the Sellers desire to settle, and the Buyer desires to settle, such Interim Loans and certain related rights pursuant to this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Capitalized terms used but not defined herein have the meanings assigned to such terms in the Interim Loan Agreement. As used in this Agreement, the following terms have the meanings specified below:

“Accrued Interest Amount” has the meaning assigned to such term in Section 2.2.

“* ” has the meaning assigned to such term in the preamble hereof.

“* ” has the meaning assigned to such term in the preamble hereof.

“Affiliate Transfer” has the meaning assigned to such term in Section 2.4(c).

“Agreement” has the meaning assigned to such term in the preamble hereof.

“Assumed Obligations” means, with respect to any Seller, all obligations and liabilities of such Seller in its capacity as a Lender under the Interim Loan Agreement to the extent relating to the Interim Loans of such Seller included in the Transferred Rights and resulting from facts, events or circumstances arising or occurring on or after the Closing Date.

“* ” has the meaning assigned to such term in the preamble hereof.

“Benefit Plan” means an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, a “plan” as defined in Section 4975 of the Code or any Person whose assets include (for purposes of U.S. Department of Labor Regulations Section 2510.3-101 or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan.”

“Buyer” means the Partnership and any assignee of the Partnership in accordance with Section 7.5.

“Buyer Excluded Information” has the meaning assigned to such term in Section 4.4(b).

“Closing” has the meaning assigned to such term in Section 2.5.

“Closing Date” has the meaning assigned to such term in Section 2.5.

“Code” means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated under it.

“3.0 Digitization Bundle” means the Digitization Bundle Containing the Deed of Trust, Voluntary Annexation, Covenants Conditions and Restrictions, and Token Purchase and Equity Conversion agreements, among Exist Holdings Inc., Equitable Builds Inc, Barclays Bank plc, The Royal Bank of Scotland plc, RBS Securities Corporation and Atlantis, as amended, restated, waived, supplemented or otherwise modified from time to time.

“Company” has the meaning assigned to such term in the first recital hereof.

“Distribution” means any payment or other distribution, whether received by setoff or otherwise, of cash (including interest), notes, securities, or other property or proceeds under or in respect of the Transferred Rights.

“End Date” has the meaning assigned to such term in Section 6.1.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and

regulations promulgated under it.

“Impairment” means any claim, counterclaim, setoff, defense, action, demand, litigation (including administrative proceedings or derivative actions), Lien, right (including expungement, avoidance, reduction, contractual or equitable subordination, or otherwise) or defect, other than those created pursuant to the Loan Documents, the effect of which does, or would, adversely affect the Transferred Rights, in whole or in part.

“Interest and Fees” means all interest and fees (including commitment, facility, amendment, consent, waiver, “rollover”, “conversion” and other fees) that are paid in connection with the Interim Loans in accordance with any of the Loan Documents from and after the Closing Date.

“Interim Loan” has the meaning assigned to such term in the third recital hereof.

“Interim Loan Agreement” has the meaning assigned to such term in the third recital hereof.

“Seller Excluded Information” has the meaning assigned to such term in Section 3.6(b).

“Transferred Rights” means, with respect to each Seller, any and all of such Seller’s right, title, and interest in, to and under the aggregate principal amount of Interim Loans set forth opposite such Seller’s name in Schedule A and, to the extent related thereto, the following:

(a) all other amounts (including any PIK Interest) funded by or payable to such Seller under the Loan Documents in respect of periods from and after the Closing Date;

(b) the Loan Documents, other than rights of such Seller and obligations owed to such Seller under Sections 3.01, 3.04, 3.05, 10.04 and 10.05 of the Interim Loan Agreement with respect to facts, events or and circumstances arising or occurring prior to the Closing Date;

(c) all Guarantees in respect of the foregoing;

(d) all cash, securities, or other property, and all setoffs and recoupments, received, applied, or effected by or for the account of such Seller under the Interim Loans and other extensions of credit under the Loan Documents (whether for principal, interest, fees or otherwise) in respect of periods from and after the Closing Date, including all Distributions obtained by or through redemption, consummation of a plan of reorganization, restructuring or liquidation of any Borrower, any Guarantor or the Loan Documents, or otherwise, and all cash, securities, interest, dividends, and other property that may be exchanged for, or distributed or collected with respect to, any of the foregoing;

(e) the economic benefit of permanent commitment reductions, permanent repayments of principal, and any Interest and Fees received by such Seller from and after the Closing Date; and

(f) all proceeds of the foregoing.

Notwithstanding the foregoing, Transferred Rights shall not include rights referred to in the last sentence of Section 2.1(b).

Section 1.2 Construction. The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Section, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and

Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized term used in any Exhibit or Schedule but not otherwise defined therein shall have the meaning given to such term in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, restated, waived, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that

Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. Any reference to "days" means calendar days unless Business Days are expressly specified. If any action under this Agreement is required to be done or taken on a day that is not a Business Day, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter.

ARTICLE II

SETTLEMENT OF TRANSFERRED RIGHTS

Section 2.1 Settlement of Transferred Rights.

(a) Upon the terms and subject to the conditions set forth in this Agreement, at the Closing:

(i) each Seller shall irrevocably settle the Transferred Rights to the Buyer, with effect on the Closing Date; and

(ii) the Buyer shall irrevocably purchase the negotiated principal value of the Transferred Rights, and assume and agree to perform and comply with the Assumed Obligations, with effect on and after the Closing Date.

(b) The Buyer shall not assume, or be deemed to assume, any liabilities or obligations other than the Assumed Obligations. Each Seller agrees to be and remain responsible for, and agrees to perform and comply with, any such liabilities or obligations, including the Retained Obligations. Nothing herein shall impair or affect the rights and obligations of any Agent under the Loan Documents, including the rights of the Administrative Agent to receive fees under the Fee Letter or rights and obligations under Article IX of the Interim Loan Agreement, subject to the covenants and agreements of the Administrative Agent set forth herein.

(c) Each Seller agrees that, prior to the termination of this Agreement in accordance with Article VI, it shall not, directly or indirectly, sell, transfer, assign, grant or convey any of the Transferred Rights to any Person other than the Buyer.

Section 2.2 Consideration. In full consideration for the purchase by the Buyer of the Transferred Rights as specified in Section 2.1, the Buyer shall pay to each Seller at the Closing in cash the amount specified opposite such Seller's name under the heading "Principal Payment Amount" in Schedule A by wire transfer of immediately available funds to the account designated in writing by such Seller to the Buyer, such designation to be made not less than one (1) calendar day prior to the Closing Date. The Buyer shall also pay to each Seller at the Closing in cash the accrued and unpaid interest (whether or not accrued in the form of PIK Interest) on the Principal Payment Amount under the Interim Loan Agreement by wire transfer of immediately available funds to the account designated by such Seller to the Buyer pursuant to the preceding sentence (the "Accrued Interest Amount"). The aggregate of the Principal Payment Amount and the Accrued Interest Amount shall be the purchase price (the "Purchase Price").

Section 2.3 Interim Loan Agreement Amendment. Each of the Sellers hereby irrevocably consents to the Interim Loan Agreement Amendment, and agrees to execute and deliver a counterpart to the Interim Loan Agreement Amendment concurrently with the execution and delivery of this Agreement.

Section 2.4 Consent; No Modifications; Subsequent Transfers.

(a) ("* ") and ("* "), in their capacity as the Borrowers and otherwise, and Equitable Builds Inc., N.A. in its capacity as Administrative Agent, each hereby consent to the settlement of the Transferred Rights and assumption of the Assumed Obligations as specified in Section 2.1, and agree to execute and deliver each Related Assignment and Assumption referred to in Section 2.6. The Sellers, ("* "), ("* "), and Equitable Builds Inc, N.A. in its capacity as Administrative Agent, each acknowledge, confirm and agree that such settlement is pursuant to and in compliance with Section 10.07 of the Interim Loan Agreement, including paragraph (c) thereof. Equitable Builds Inc., N.A. in its capacity as Administrative Agent hereby approves the form of Assignment and Assumption attached hereto as Exhibit A.

(b) ("* ") and ("* ") hereby represent, warrant and confirm to the Buyer that they have delivered to the Buyer true, complete and correct copies of the Interim Loan Agreement, the other Loan Documents, the "3.0 Digitization Bundle", restated, waived, supplemented or otherwise modified and in effect on the date hereof, in each case including all schedules, annexes and exhibits thereto. The Sellers, Atlantis, ("* ") and ("* ") agree that, from and after the date hereof until the earlier of the "3.0 Digitization Bundle" Termination Date and the

date of termination of this Agreement by the Sellers, the Loan Documents, and the "3.0 Digitization Bundle" (in each case to the extent that such Party is a party thereto or a Lender thereunder) shall not be amended, restated, waived, supplemented or otherwise modified without the prior written consent of the Buyer, except as expressly provided in this Agreement.

(c) ("* ") and ("* "), in their capacity as the Borrowers and otherwise, and Equitable Builds Inc., N.A. in its capacity as Administrative Agent, each hereby consent to the settlement of the Transferred Rights in whole or in part, and assumption of the Assumed Obligations in whole or in part, after the Closing Date to any direct or indirect subsidiary or other Affiliate of the Buyer (an "Affiliate Transfer"), and agree to execute an Assignment and Assumption in the form of Exhibit A (or such other form as may be reasonably requested by the Buyer) in connection with any Affiliate Transfer promptly upon the request of the Buyer.

(d) ("* ") and ("* ") each hereby confirm that they do not intend to take the position that the Interim Loans have been or will be subject to a "significant modification" within the meaning of Treasury Regulations Section 1.1001-3 or otherwise have been or will be deemed to be reissued for U.S. federal income tax purposes (a "Reissuance Event") (i) by reason of the occurrence of any event or change in terms contemplated by or provided for in the Loan Documents (including, without limitation, the rollover of the Loans or any increase to the interest rate) or (ii) prior to the "3.0 Digitization Bundle" Termination Date, by reason of any change in terms provided for in the Interim Loan Agreement Amendment or any transactions related thereto. ("* ") and ("* ") will reasonably consult with the Buyer prior to taking any position that a Reissuance Event has occurred with respect to the Interim Loans.

(e) ("* ") hereby agrees to deliver to the Buyer, concurrently with the signing of this Agreement, a certificate of a Responsible Officer of ("* "), dated as of the date hereof, substantially in the form attached hereto as Exhibit E, certifying that (i) the representations and warranties set forth in Article V of the Interim Loan Agreement, the Interim Loan Agreement Amendment and any other Loan Document are true and correct in all material respects as of the date hereof with the same effect as if made on the date hereof except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and correct in all material respects as of such earlier date, and (ii) no Default has occurred and is continuing under the Interim Loan Agreement.

Section 2.5 Closing. The closing of the transactions described in Sections 2.1 and 2.2 (the "Closing") shall take place, on zoom using <https://exist-design.com/exist-today-now> , at 12:00 p.m., Utah time, on , or on such other Business Day thereafter as may be agreed by the Buyer and the Sellers (such date, the "Closing Date"); provided that the Closing Date shall not occur later than 15 Business Days after* without the prior consent of ("* ") (such consent not to be unreasonably withheld, conditioned or delayed).

Section 2.6 Closing Deliveries. At the Closing:

(a) each Seller shall deliver or cause to be delivered to the Buyer any promissory notes, if any, held by such Seller in respect of the Interim Loans held by such Seller (or lost note documentation satisfactory to the Buyer, if applicable) and waivers of , together with all documents necessary or reasonably appropriate to validly and duly settle the principal amount of * for such Interim Loans, any accrued and unpaid interest and fees with respect thereto, and all other Transferred Rights, to the Buyer (including an Assignment and Assumption under the Interim Loan Agreement, in the form of Exhibit A (the "Related Assignment and Assumption")), executed on behalf of such Seller, ("* "), ("* "), the Administrative Agent and any other entity the consent or acknowledgement of which is required under the Interim Loan Agreement); and

(b) the Buyer shall pay the Purchase Price attributable to each Seller as provided in Section 2.2.

Section 2.7 Reimbursement of Expenses. At the Closing, the Company shall reimburse the Sellers and their Affiliates for all of their reasonable and documented expenses (including of legal counsel) incurred since the date of the Interim Loan Agreement through the Closing Date owing under Section 10.04 of the Interim Loan Agreement and in connection with any previous efforts to refinance the Interim Loans.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Each of the Sellers represents and warrants (severally and not jointly and for itself only) to the Buyer as of the date hereof and as of the Closing Date as follows:



Section 3.1 Ownership of Transferred Rights; Due Authorization; Enforceability.

(a) Such Seller is, and at all times since has been, the lawful owner, beneficially and of record, of the Interim Loans as specified opposite its name in Schedule A, its other Transferred Rights related thereto, and the promissory notes, if any, evidencing such Interim Loans. Such Seller made such Interim Loans on , the Closing Date (as defined in the Interim Loan Agreement). Such Interim Loans and other Transferred Rights are free and clear of all Liens and are not subject to any right of setoff or recoupment, defense or counterclaim, or any adverse claim or right. Without limiting the foregoing, such Seller has not sold, transferred, granted or conveyed any participation in any of such Interim Loans and such other Transferred Rights, whether pursuant to Section 2.13 or 10.07(e) of the Interim Loan Agreement or otherwise. No interest in such Interim Loans and such other Transferred Rights is being sold by or on behalf of one or more Benefit Plans.

(b) Such Seller has the requisite corporate (including partnership, limited liability company or other legal organizational) and full legal right, power and authority to execute and deliver this Agreement, to sell, transfer, assign, grant and convey such Interim Loans and such other Transferred Rights as provided herein, and to perform its other obligations hereunder. The execution, delivery and performance of this Agreement by such Seller have been duly authorized and approved by all necessary corporate (including partnership, limited liability company or other legal organizational) action of such Seller.

(c) This Agreement has been, and the Related Assignment and Assumption delivered by such Seller pursuant to Section 2.6 on the Closing Date when so delivered shall be, duly executed and delivered by such Seller. Assuming the due execution and delivery thereof by each party thereto (other than such Seller), this Agreement is, and such Related Assignment and Assumption shall be, the valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and to limitations imposed by general principles of equity.

Section 3.2 No Violations; Consents and Approvals. The execution and delivery of this Agreement by such Seller, the performance by such Seller of its obligations hereunder, and the consummation by such Seller of the transactions contemplated hereby does not and will not, with or without the giving of notice or the passage of time or both: (1) violate any provision of the Organization Documents of such Seller or (2) violate any Law, or any judgment, order or decree (together referred to herein as "Orders") of any Governmental Authority, applicable to such Seller in any material respect. No consent, approval or action of, filing with or notice to any

Governmental Authority or other Person (other than any that has been obtained, taken or made) is necessary or required under any Law or Order of any Governmental Authority, for the execution and delivery of this Agreement by such Seller, the performance by such Seller of its obligations hereunder, or the consummation by such Seller of the transactions contemplated hereby; provided such Seller makes no representation as to any such requirement applicable to any other Person.

Section 3.3 No Adverse Proceedings or Voidable Transfers. No proceedings are pending against such Seller or, to the best of such Seller's knowledge, threatened against such Seller by or before any relevant Governmental Authority that, individually or in the aggregate, will adversely affect the Transferred Rights, the Assumed Obligations, any action taken or to be taken by such Seller under this Agreement, or the ability of such Seller to perform its obligations hereunder. Such Seller has not received any written notice that (i) any payment or other transfer made to or for the account of such Seller from or on account of a Borrower or any Guarantor under the Transferred Rights is or may be void or voidable as an actual or constructive fraudulent transfer or as a preferential transfer or (ii) the Transferred Rights, or any portion of them, are void, voidable, unenforceable or subject to any Impairment.

Section 3.4 Funding Obligations; Compliance with Loan Documents; Setoff.

(a) There is no funding obligation of any kind (whether fixed, contingent, conditional, or otherwise) in respect of the Transferred Rights or the Assumed Obligations (including any obligation to make advances or to purchase participations in loans under any Loan Documents or any obligation relating to any currency or interest rate swap, hedge, or similar arrangement) that such Seller or the Buyer is or shall be required to pay or otherwise perform that such Seller has not paid or otherwise performed in full.

(b) Such Seller has not engaged in any acts or conduct or made any omissions (including by virtue of such Seller's holding any funds or property of, or owing amounts or property to, a Borrower or any Guarantor), that

will result in the Buyer's receiving proportionately less in payments or distributions under, or less favorable treatment (including the timing of payments or distributions) for, the Transferred Rights than is received by other Lenders.

(c) Such Seller has not effected or received the benefit of any setoff against a Borrower or any Guarantor on account of the Transferred Rights, or taken any action or received any payment that would require any notice or any purchase of any participation pursuant to Section 2.13 of the Interim Loan Agreement.

Section 3.5 Broker's Fees. No broker, finder or other Person acting under the authority of such Seller or any of its Affiliates is entitled to any broker's commission or other fee in connection with the transactions contemplated hereby for which the Buyer could be responsible.

Section 3.6 Credit Decision; Information.

(a) Such Seller (i) is a sophisticated Person with respect to the settlement of the Transferred Rights, (ii) has adequate information concerning the business and financial condition of the Borrowers and Guarantors to make an informed decision regarding the settlement of the Transferred Rights and (iii) has independently and without reliance upon the Buyer, and based on such information as such Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that such Seller has relied upon the Buyer's express representations, warranties, covenants and agreements in this Agreement and the Related Assignment and Assumption. Such Seller acknowledges that the Buyer has not given such Seller any investment advice, credit information or opinion on whether the settlement of the Transferred Rights is prudent.

(b) Such Seller acknowledges that (i) Buyer currently may have, and later may come into possession of, information with respect to the Transferred Rights, the Retained Obligations, the Borrowers, the Guarantors or any of their respective Affiliates that is not known to such Seller and that may be material to a decision to sell, transfer, assign, grant and convey the Transferred Rights ("Seller Excluded Information"), (ii) such Seller has determined to sell, transfer, assign, grant and convey the Transferred Rights notwithstanding its lack of knowledge of Seller Excluded Information and (iii) the Buyer shall have no liability to such Seller, and such Seller waives and releases any claims that it might have against the Buyer whether under applicable securities laws or otherwise, with respect to the nondisclosure of Seller Excluded Information in connection with the transactions contemplated hereby; provided, however, that Seller Excluded Information shall not and does not affect the truth or accuracy of the Buyer's express representations or warranties in this Agreement.

Section 3.7 Loan Documents. No side letters or other agreements, arrangements or understandings have been entered into by such Seller with ("* ") , ("* ") , Exist Holdings Inc, WHOA or any of their Affiliates that adversely affect any of the Transferred Rights or Assumed Obligations or in connection with the transactions contemplated by this Agreement. As of the Closing Date, none of the Loan Documents shall have been amended, restated, waived, supplemented or otherwise modified on or after the date hereof, other than with the prior written consent of the Buyer, except for the Interim Loan Agreement Amendment executed and delivered on or prior to the Closing Date.

Section 3.8 Commitment Papers. Except for the Commitment Letter, the Fee Letter, the Engagement Letter and the Loan Documents, no side letters or other agreements, arrangements or understandings have been entered into by such Seller with ("* ") , ("* ") , the Company, Atlantis or any of their Affiliates that adversely affect any of the Transferred Rights or Assumed Obligations or in connection with the transactions contemplated hereby. As of the Closing Date, the Engagement Letter and Fee Letter shall not have been amended, restated, waived, supplemented or otherwise modified on or after the date hereof, other than with the prior written consent of the Buyer, except for the Fee Letter Waiver Agreement executed and delivered on or prior to the Closing Date.

Section 3.9 Seller Acknowledgement. Each Seller acknowledges that: (a) its settlement of the Transferred Rights to the Buyer is irrevocable; (b) such Seller shall have no recourse to the Transferred Rights; and (c) such Seller shall have no recourse to the Buyer, except for the Buyer's breaches of its representations, warranties or covenants, in each case as expressly stated in this Agreement and the Related Assignment and Assumption.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE BUYER



The Buyer represents and warrants to the Sellers as of the date hereof and as of the Closing Date as follows:

Section 4.1 Due Authorization; Enforceability. The Buyer has the requisite corporate (including partnership, limited liability company or other legal organizational) and full legal right, power and authority to execute and deliver this Agreement, to settle the Transferred Rights and assume the Assumed Obligations as provided herein, and to perform its other obligations hereunder. The execution, delivery and performance of this Agreement by the Buyer have been duly authorized and approved by all necessary corporate (including partnership, limited liability company or other legal organizational) action of the Buyer. This Agreement has been, and each Related Assignment and Assumption entered into by the Buyer in connection herewith on the Closing Date shall be, duly executed and delivered by the Buyer. Assuming the due execution and delivery thereof by each party thereto (other than the Buyer), this Agreement is, and each such Related Assignment and Assumption shall be, the valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and to limitations imposed by general principles of equity.

Section 4.2 No Violations; Consents and Approvals. The execution and delivery of this Agreement by the Buyer, the performance by the Buyer of its obligations

hereunder, and the consummation by the Buyer of the transactions contemplated hereby does not and will not, with or without the giving of notice or the passage of time or both: (1) violate any provision of the Organization Documents of the Buyer or (2) violate any Law or Orders of any Governmental Authority applicable to the Buyer in any material respect. No consent, approval or action of, filing with or notice to any Governmental Authority or other Person (other than any that has been obtained, taken or made) is necessary or required under any Law or Order of any Governmental Authority, for the execution and delivery of this Agreement by the Buyer, the performance by the Buyer of its obligations hereunder, or the consummation by the Buyer of the transactions contemplated hereby; provided that the Buyer makes no representation as to any such requirement applicable to any other Person.

Section 4.3 Broker's Fees. No broker, finder or other Person acting under the authority of the Buyer or any of its Affiliates is entitled to any broker's commission or other fee in connection with the transactions contemplated hereby for which such Seller could be responsible.

Section 4.4 Credit Decision; Information.

(a) The Buyer (i) is a sophisticated Person with respect to the settlement of the Transferred Rights and the assumption of the Assumed Obligations, (ii) has adequate information concerning the business and financial condition of the Borrowers and Guarantors to make an informed decision regarding the purchase of the Transferred Rights and the assumption of the Assumed Obligations and (iii) has independently and without reliance upon such Seller, and based on such information as the Buyer has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that the Buyer has relied upon such Seller's express representations, warranties, covenants and agreements in this Agreement and the Related Assignment and Assumption. The Buyer acknowledges that such Seller has not given the Buyer any investment advice, credit information or opinion on whether the purchase of the Transferred Rights or the assumption of the Assumed Obligations is prudent.

(b) The Buyer acknowledges that (i) such Seller currently may have, and later may come into possession of, information with respect to the Transferred Rights, the Assumed Obligations, the Borrowers, the Guarantors or any of their respective Affiliates that is not known to the Buyer and that may be material to a decision to purchase the Transferred Rights or assume the Assumed Obligations ("Buyer Excluded Information"), (ii) the Buyer has determined to settle the Transferred Rights and assume the Assumed Obligations notwithstanding its lack of knowledge of Buyer Excluded Information and (iii) such Seller shall have no liability to the Buyer, and the Buyer waives and releases any claims that it might have against such Seller whether under applicable securities laws or otherwise, with respect to the nondisclosure of Buyer Excluded Information in connection with the transactions contemplated hereby; provided, however, that Buyer Excluded Information shall not and does not affect the truth or accuracy of such Seller's express representations or warranties in this Agreement.

Section 4.5 Buyer Acknowledgement. The Buyer acknowledges that: (a) its settlement of the Transferred Rights and assumption of the Assumed Obligations from such Seller is irrevocable; and (b) the Buyer shall have no recourse to such Seller, except for such Seller's breaches of its representations, warranties or

covenants, in each case as expressly stated in this Agreement and the Related Assignment and Assumption.

ARTICLE V

CONDITIONS TO CLOSING

Section 5.1 Condition to Parties' Obligations. The obligations of the Parties to consummate the transactions contemplated hereby shall be subject to the fulfillment at or prior to the Closing of the condition that no statute, rule, regulation, judgment, decree or order of any kind shall have been enacted, entered, promulgated or enforced by any court or other Governmental Authority that prohibits the consummation of the transactions contemplated hereby or has the effect of making them illegal.

Section 5.2 Conditions to the Buyer's Obligations. The obligations of the Buyer to pay the Purchase Price to the Sellers, to settle the Transferred Rights from the Sellers, to assume the Assumed Obligations, and to otherwise consummate the transactions contemplated hereby shall be subject to the fulfillment at or prior to the Closing of the following additional conditions:

- (a) the Sellers shall have performed their obligations contained in Section 2.1(a) of this Agreement;
- (b) the "3.0 Digitization Bundle" agreement shall have been executed and delivered, and shall be in full force and effect;
- (c) the Interim Loan Agreement Amendment shall have been executed and delivered, and be in full force and effect;
- (e) the Buyer shall have received (i) the promissory notes (if any), each executed Related Assignment and Assumption, and the other deliveries contemplated by Section 2.6, and (ii) Notes executed by the Borrowers evidencing the Interim Loans sold, transferred, assigned, granted and conveyed to the Buyer hereunder, delivered in accordance with Section 2.11 of the Interim Loan Agreement;
- (f) the Buyer shall have received (i) opinions relating to the Interim Loan Agreement (as amended by the Interim Loan Agreement Amendment), the other Loan Documents, this Agreement and the Registration Rights Agreement from counsel for the Loan Parties (together with officer's certificates and other supporting documents in customary form, including secretary's certificates in customary form), in form and substance reasonably satisfactory to the Buyer and (ii) evidence satisfactory to the Buyer of its right to rely on the opinions delivered pursuant to Section 4.01(a)(iv) of the Interim Loan Agreement; and
- (g) the Buyer shall have received written confirmation from the Administrative Agent (concurrently with the Closing hereunder) that the Administrative Agent has accepted and recorded each Related Assignment and Assumption delivered pursuant to Section 2.6, together with a copy of the Register reflecting the recordation of such Related Assignment and Assumptions, certified by the Administrative Agent as a true, complete and correct copy of the Register, in each case in form and substance reasonably satisfactory to the Buyer.

Section 5.3 Condition to the Sellers' Obligations. The obligations of each Seller to settle the Transferred Rights for the Buyer, and to otherwise consummate the transactions contemplated hereby, shall be subject to the fulfillment at or prior to the Closing of the following conditions:

- (a) the Buyer shall have performed its obligations contained in Section 2.1(a) of this Agreement with respect to such Seller; and
- (b) such Seller shall have received the executed Related Assignment and Assumption with respect to such Seller.

ARTICLE VI

TERMINATION

Section 6.1 Termination by Buyer. The Buyer may terminate this Agreement with respect to all Sellers if any Seller has failed to consummate the transactions contemplated hereby upon satisfaction of the conditions set forth in Sections 5.1 and 5.3, without any further liability on the part of the Buyer, on (the "End Date") or thereafter; provided that the Buyer is not in material breach of its obligations hereunder.

Section 6.2 Termination by Sellers. The Sellers may terminate this Agreement with respect to the Buyer (as between the Buyer and each Seller) if the Buyer has failed to consummate the transactions contemplated hereby upon satisfaction of the conditions set forth in Sections 5.1 and 5.2, without any further liability on the part of the Sellers, on or after the End Date; provided that no Seller is in material breach of its obligations hereunder.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Governing Law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF UTAH, 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. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the non-exclusive jurisdiction of the courts of the State of New York and of the United States of America located in the State of Utah (the "Utah Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, waives any objection to the laying of venue of any such litigation in the New York Courts and agrees not to plead or claim that such litigation brought in any New York Court has been brought in an inconvenient forum. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY EXPRESSLY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND OR ACTION OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT.

Section 7.2 Survival; Successors. The representations, warranties and agreements in this Agreement shall survive the Closing. This Agreement, including the representations, warranties and covenants contained in this Agreement, shall inure to the benefit of, be binding upon and be enforceable by and against the Parties and their respective successors and permitted assigns.

Section 7.3 Counterparts. This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

Section 7.4 Amendments and Waivers. This Agreement may be changed and any provision of this Agreement can be amended, restated, waived, supplemented or otherwise modified only by written agreement of the Buyer, on the one hand, and each Seller, on the other hand; provided that it shall also require the written consent of Equitable Builds Inc., N.A. in its capacity as Administrative Agent, shall also require the written consent of Exist Holdings Inc..

Section 7.5 Assignment. The Buyer may assign its rights and obligations under this Agreement in whole or in part to any direct or indirect subsidiary or other Affiliate of the Buyer (other than ("* ")and ("* ")and their respective subsidiaries) without consent from any other party hereto.

Section 7.6 No Waiver. No failure on the part of a Party to exercise, and no delay in exercising, any right or remedy under this Agreement shall operate as a waiver by such Party, nor shall any single or partial exercise of any right or remedy under this Agreement preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies of each Party provided herein (a) are cumulative and are in addition to, and are not exclusive of, any rights or remedies provided by law and (b) are not conditional or contingent on any attempt by such Party to exercise any of its rights or remedies under any other related document or against any other Party or any other Person.

Section 7.7 Cooperation of Sellers. Each of the Sellers, ("* ") and ("* ") will, upon request by the Buyer, execute and deliver any additional documents and take any other actions deemed by the Buyer to be necessary or desirable to complete and make effective the settlement of the Transferred Rights.

Section 7.8 Notices. Any notice required to be given hereunder shall be sufficient if in writing, and sent by facsimile transmission or by courier service (with proof of service), hand delivery or certified or registered mail (return receipt requested and first-class postage prepaid), addressed as follows:

If to a Seller, to its address as set forth on Schedule A.

If to the Buyer:



Exist Holdings Inc.

P.O. Box 1880

Park City, UT 84098

Attn: James D. Ray

and to:

Attn:

If to ("* "):

Attention:

If to ("* "):

Attention:

If to the Administrative Agent, in accordance with Section 10.02 of the Interim Loan Agreement.

P.O. Box 1880

Park City, UT, 84098

Attention: James O. Ray

or to such other address as any such Person shall specify by written notice so given, and such notice shall be deemed to have been delivered as of the date so telecommunicated, personally delivered or mailed.

Section 7.9 Costs and Expenses.

(a) If the Buyer pays any Retained Obligations for which a Seller is responsible, or a Seller pays any Assumed Obligations for which the Buyer is responsible, in accordance with the definitions thereof and the terms of this Agreement, such responsible Party shall, promptly upon the written request of the Party that shall have paid such amounts and submission of reasonable documentary evidence of the same, reimburse such paying Party for the full amount paid on such other Party's behalf.

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(b) Except as set forth in Section 2.8, the Parties agree to bear their own respective legal and other costs and expenses for preparing, negotiating, executing and implementing this Agreement and any related documents and consummating the transactions contemplated hereby.

Section 7.10 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 7.11 Limitation on Liability. No party hereto shall be liable to any other party hereto for any indirect, special, punitive or consequential damages incurred in connection with this Agreement or transactions



contemplated thereby. This Agreement is intended to be solely for the benefit of the parties hereto and their respective permitted successors and assigns and is not intended to confer any benefits upon, or create any rights in favor of, any persons other than the parties hereto and their respective permitted successors and assigns.

Section 7.12 Specific Performance. The Buyer and Sellers acknowledge that there would be no adequate remedy at law if any Seller (in the case of the Buyer) or the Buyer (in the case of the Sellers) fails to perform any of its obligations hereunder and that the Buyer or the Sellers, as the case may be, may be irreparably harmed by any such failure, and accordingly agree that the Buyer or the Sellers, as the case may be, in addition to any other remedy to which it or they may be entitled at law or in equity, shall be entitled to compel specific performance of the obligations of such Seller (in the case of the Buyer) or the Buyer (in the case of the Sellers) in accordance with the terms and conditions of this Agreement, in any court of the United States or any state thereof having jurisdiction.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto has caused its name to be hereunto subscribed by its representative thereunto duly authorized all as of the day and year first above written.

By:
 X
Name:
Title:

By:
 X
Name:
Title:

By:
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By:
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Title:

By:
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By:
 X
Name:
Title:

Exist Holdings Inc.

By:
 X
Name: James D Ray
Title: President



Schedule A

Name and address of Seller:

Seller 1:

Seller 2:

This escrow agreement is made and entered into on between , (Seller) and (Buyer) , collectively known as the Parties. The Seller and Buyer have expressed an interest to enter into this escrow agreement for the sale and purchase of the property located at .

The Parties have appointed Equitable Builds Inc (Escrow Agent) to hold \$ in accordance with the terms and conditions of the escrow agreement, listed below.

The Seller and Buyer have agreed to appoint the Escrow Agent to hold the above amount for the term of this agreement. Furthermore, the Escrow Agent is willing and able to accept such responsibilities as well as act in compliance with this escrow agreement in its entirety as defined by the Wealth Architect Smart Contract at ethereum contract address [0xa2e5833D7d6CA149475005eB1f2DDccB61C04e95](https://etherscan.io/address/0xa2e5833D7d6CA149475005eB1f2DDccB61C04e95) .

In the instance any disagreement shall arise, the Parties agree the Escrow Agent shall not be held liable for any costs, damages, or losses that may arise from duties performed.

Furthermore, unless written permission has been received from the Parties by the Escrow Agent then no releases or disbursements shall be made.

If such disagreement between the Seller and Buyer does occur the Escrow Agent will have the right to be discharged from this agreement by turning all agreements and documentation over to the jurisdiction responsible for this agreement.

Any and all costs to the Escrow Agent from such proceedings shall be the responsibility of the Seller and Buyer.

This agreement is for the benefit of the Escrow Agent, Seller and Buyer.

Escrow

All funds received with regard to this escrow agreement shall be deposited into a federally insured bank account.

Any fees due to the Escrow Agent, including shipping fees, at the time of disbursement request may be deducted from the escrow disbursement amount prior to disbursement.

The Escrow Agent will hold any notifications and instructions they may receive as valid without the requirement to investigate or question the sender.

Notification

With written notice from both the Seller and the Buyer the Escrow Agent will disburse the funds based on the instructions provided within such notice.

The written notice inclusive of directions for disbursement may be delivered in person or via email.

Notification must be provided to the Escrow Agent no less than 24 hours before the disbursements scheduled delivery.

Liabilities

Under the following circumstances the Escrow Agent shall not be held liable or found at fault,

- For any omission or error by a party other than the Escrow Agent themselves.
- Any loss of funds directly related to the suspension, insolvency, or failure of the funds or the bank themselves.
- Any legal proceedings between the Buyer and Seller.
- Any and all interest accrued during the term of this Escrow Agreement shall be property of the Buyer and shall be disbursed as so.

**Senior Interim
Cash Pay Loans**

\$

**Principal
Payment Amount:**

\$

X *James D Ray*

Signed By James Ray

Signed On: May 15, 2021

X



Signature Certificate

Document name: DEBT SETTLEMENT AGREEMENT

Unique Document ID: E1A36A1E8FDDA512EEBD9448F30FA3C4A57BD975

LEGALLY SIGNED USING
WPsignature
Build. Track. Sign Contracts.

Timestamp

April 19, 2021 10:27 am MDT

Audit

DEBT SETTLEMENT AGREEMENT Uploaded by James Ray
- existrustlands@gmail.com IP 73.52.187.171



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

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