

CONVERTIBLE NOTE PURCHASE AGREEMENT

EARTHX CORPORATION LTD

THIS CONVERTIBLE NOTE PURCHASE AGREEMENT (this "Agreement") is entered into as of _____, 20__ (the "Effective Date"), by and between:

EARTHX CORPORATION LTD, an Ohio limited liability company (the "Company"), and

_____ (the "Investor").

RECITALS

WHEREAS, the Company desires to issue and sell to the Investor, and the Investor desires to purchase from the Company, a convertible promissory note (the "Note") in the principal amount of \$ _____ (the "Principal Amount") on the terms and conditions set forth in this Agreement and the Note;

WHEREAS, the Note shall be convertible into membership units of the Company (the "Units") upon the terms and conditions set forth in the Note;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I - PURCHASE AND SALE

1. **Purchase and Sale.** Subject to the terms and conditions of this Agreement, the Company hereby agrees to issue and sell to the Investor, and the Investor hereby agrees to purchase from the Company, the Note in the Principal Amount.
2. **Purchase Price.** The purchase price for the Note shall be the Principal Amount, which shall be payable in immediately available funds upon execution of this Agreement.
3. **Closing.** The closing of the purchase and sale of the Note (the "Closing") shall take place on the Effective Date, or at such other time and place as the Company and the Investor mutually agree.

ARTICLE II - REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Investor as follows:

4. **Organization and Standing.** The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Ohio.
5. **Authorization.** The Company has full power and authority to execute, deliver, and perform this Agreement and the Note. The execution, delivery, and performance of this Agreement and the Note have been duly authorized by all necessary action on the part of the Company.
6. **Valid Obligation.** This Agreement and the Note constitute valid and binding obligations of the Company, enforceable against the Company in accordance

with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights generally.

7. **No Conflicts.** The execution, delivery, and performance of this Agreement and the Note do not and will not conflict with, violate, or result in a breach of any provision of the Company's Operating Agreement or any other agreement, instrument, or obligation to which the Company is a party or by which it is bound.

ARTICLE III - REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor represents and warrants to the Company as follows:

8. **Authority.** The Investor has full power and authority to execute, deliver, and perform this Agreement. If the Investor is an entity, the Investor is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization.
9. **Investment for Own Account.** The Investor is acquiring the Note and the Units issuable upon conversion of the Note (collectively, the "Securities") for the Investor's own account for investment purposes only and not with a view to, or for sale in connection with, any distribution thereof.
10. **Accredited Investor Status.** The Investor is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended.
11. **Experience and Sophistication.** The Investor has sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of the investment in the Securities and is capable of bearing the economic risk of such investment.
12. **Risk of Loss.** The Investor understands that the investment in the Securities involves a high degree of risk and that the Investor may lose its entire investment.

ARTICLE IV - CONDITIONS TO CLOSING

4.1 Conditions to Obligations of the Company

The obligations of the Company under this Agreement are subject to the fulfillment, on or before the Closing, of each of the following conditions:

- (a) **Representations and Warranties.** The representations and warranties of the Investor contained in this Agreement shall be true and correct in all material respects as of the Closing.
- (b) **Payment.** The Investor shall have delivered to the Company the full Principal Amount in immediately available funds.

4.2 Conditions to Obligations of the Investor

The obligations of the Investor under this Agreement are subject to the fulfillment, on or before the Closing, of each of the following conditions:

- (c) Representations and Warranties. The representations and warranties of the Company contained in this Agreement shall be true and correct in all material respects as of the Closing.
- (d) Note. The Company shall have executed and delivered the Note to the Investor.
- (e) Amendment to Operating Agreement. The Company shall have adopted an amendment to its Operating Agreement authorizing the issuance of Units upon conversion of the Note.

ARTICLE V - MISCELLANEOUS

- 13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.
- 14. **Entire Agreement.** This Agreement, together with the Note and any other documents delivered in connection herewith, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
- 15. **Amendments and Waivers.** This Agreement may not be amended or modified, and no provision hereof may be waived, except by a written instrument signed by the Company and the Investor. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.
- 16. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Investor may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Company.
- 17. **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, sent by email with confirmation of receipt, or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth below or to such other address as either party may specify by notice to the other.

If to the Company:

EARTHX CORPORATION LTD

[Address]

Attention: Anthony Baird, CEO

Email: [Email]

If to the Investor:

[Investor Name]

[Investor Address]

Email: [Investor Email]

18. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by facsimile or electronic transmission shall be deemed effective as execution and delivery of an original.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

CONVERTIBLE NOTE PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Convertible Note Purchase Agreement as of the date first written above.

COMPANY:

EARTH X CORPORATION LTD

By: _____

Name: Anthony Baird

Title: Chief Executive Officer

Date: _____

INVESTOR:

Signature

Print Name

Date: _____

Principal Amount: \$ _____