THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

## The Greatest Adventures On Earth, LLC

# SAFE

(Simple Agreement for Future Equity)

THIS CERTIFIES THAT n exchange for the payment by [INVESTOR NAME] (the "Investor") of [INVESTMENT AMOUNT] (the "Purchase Amount") on or about [EFFECTIVE DATE], The Greatest Adventures On Earth, LLC, a Oh o m ted ab ty company (the "Company"), hereby ssues to the Investor the right to certain Units, subject to the terms set forth be ow.

The "Valuation Cap" s \$5,000,000

The "Discount Rate" s 80%

See Sect on 2 for certa n add t ona def ned terms.

#### 1. Events

(a) <u>Equity Financing.</u> If there s an Equity Financing before the expiration or termination of this instrument, the Company will automatically ssue to the Investor a number of Safe Preferred Units equal to the Purchase Amount divided by the Conversion Price.

In connect on with the issuance of Safe Preferred Units by the Company to the Investor pursuant to this Section 1(a):

- () The Investor or the Designated Lead Investor (as defined below), if any, we execute and deliver to the Company a transaction documents related to the Equity Financing; provided, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Units, with appropriate variations for the Safe Preferred Units if applicable; and
- ( ) If the Investor s a Major Investor, the Investor and the Company we execute a Pro Rata Rights Agreement n favor of the Investor, unless the Investor s a ready included in such rights in the transaction documents related to the Equity Financing.
- (b) <u>Liquidity Event</u>. If there s a L qu d ty Event before the exp rat on or term nat on of th s nstrument, the Investor w, at ts opt on, e ther () rece ve a cash payment equa to the Purchase Amount (subject to the fo owng paragraph) or () automat cay rece ve from the Company a number of Common Units equa to the Purchase Amount d v ded by the L qu d ty Price, if the Investor fais to select the cash option.

In connect on with Section 1(b)(), the Purchase Amount will be due and payable by the Company to the Investor immed ately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay () holders of any series of Preferred Units is saued before the date of this instrument ("Senior Preferred Holders") and () the Investor and holders of other Safes (colectively, the "Cash-Out Investors") in full, then a of the Company's available funds will be distributed () first to the Senior Preferred Holders and () second with equal prior ty and pro rata among the Cash-Out Investors in proport on to their Purchase Amounts, and the Cash-Out Investors will automate a yielded by the Liquidity Price. In connection with a Change of Control intended to qualify as a tax-free reorganization, the Company may reduce, proving rata, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by the Board in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, and in such case, the Cash-Out Investors will automate a yielded by the Liquidity Price.

- Dissolution Event. If there is a Dissolution Event before this instrument expires or terminates, the Company with pay () first to the Senior Preferred Holders any amounts due and payable to them in connection with a Dissolution Event under the Company sloperating agreement (the "Senior Preferred Holders' Payment") and () second an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Common Units by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event and after payment of the Senior Preferred Holders Payment, the assets of the Companylega yields able for distribution to the Cash-Out Investors, as determined in good faith by the Board, are insufficient to permit the payment to the Cash-Out Investors of their respective Purchase Amounts, then the entire assets of the Companylega yields able for distribution will be distributed with equal prior ty and proir rata among the Cash-Out Investors in proport on to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c).
- (d) Repurchase. If the Company determines, in its sole discretion, that it is key that within six months the securities of the Company will be held of record by a number of persons that would require the Company to register a class of its equity securities under the Securities Exchange Act of 1934, as amended, as required by Section 12(g) thereof, the Company shall have the option to repurchase this instrument from the Investor for the greater of () the Purchase Amount and () the fair market value of this instrument, as determined by an independent appraise of securities chosen by the Company (such repurchase, the "Repurchase," and such greater value, the "Repurchase Value"); provided, however, that, in the event an Equity Financing occurs within three months after the Repurchase and the Repurchase Value is essitian the Aggregate Value (as defined below) of the Safe Preferred Units the Investor would have received had the Repurchase not occurred (where such value is determined by multiplying the number of Safe Preferred Units by the Conversion Price and is referred to as the "Aggregate Value"), the Company shall pay to the Investor an amount equal to the difference between the Aggregate Value and the Repurchase Value prompty following the consummation of the Equity Financing. Such independent appraiser shall be regularly engaged in the valuet on of securities. The foregoing repurchase option terminates upon a Change of Control or Dissolution Event.
- (e) <u>Termination.</u> This instrument will expire and terminate (without releving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either () the issuance of Units to the Investor pursuant to Section 1(a) or Section 1(b)(); () the payment, or setting as defor payment, of amounts due the Investor pursuant to Section 1(b)() or Section 1(c); or () the payment of the Repurchase Value; provided, however, the provisions of Section 1(d) will continue after such payment to the extent necessary to enforce the provisions of Section 1(d) in the event an Equity Financing occurs within three months after the Repurchase; provided, further, that Section 5 shall survive any such termination.

#### **Definitions**

"Board" means the board of Managers of the Company.

"Change of Control" means () a transact on or ser es of re ated transact ons n which any "person" or "group" (with n the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Board, () any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or () a sale, ease or other disposition of a long substantially a of the assets of the Company; provided, however, a Change of Control does not include a reorganization to change the Company's domic electronic convertities.

"Company Capitalization" means the <u>sum</u>, as of mmed ate y pror to the Equ ty F nanc ng, of: (1) a Units (on an asconverted basis) ssued and outstanding, assuming exercise or conversion of a outstanding vested and unvested options, warrants and other convertible securities, as we as a profits interests, but <u>excluding</u>: (A) this instrument, (B) a other Safes, and (C) convertible promissory notes; (2) a phantom interests of the Company; <u>and</u> (3) a Common Units reserved and avaiable for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

"Conversion Price" means e ther: (1) the Safe Pr ce or (2) the D scount Pr ce, wh chever ca cu at on results in a greater number of Safe Preferred Units.

"Designated Lead Investor" masapcas of a Safdsgatdbyt Compay, a dwcscpcas as ag dto act to capacity of DsgatdLadIvstopsattot to msadcodtos Scto

"Discount Price" means the price per unit of the Standard Preferred Units soid in the Equity Financing multiplied by the Discount Rate.

"Distribution" means the transfer to ho ders of Units by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Units payable in Common Units, or the purchase or redemption of Units by the Company or its subsidiaries for cash or property other than: () repurchases of Common Units held by employees, officers, members of the Board or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to replicate Units upon termination of such service providers employment or services; or () repurchases of Units in connection with the settlement of disputes with any member.

"Dissolution Event" means () a voluntary term nation of operations, () a general assignment for the benefit of the Company's creditors or () any other quidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"**Equity Financing** means a bona f de transact on or ser es of transact ons with the principal purpose of raising capital, pursuant to which the Company issues and se is Preferred Units at a fixed pre-money valuation.

"Initial Public Offering mast cos goft Compays f stfm commtm t d w tt tap b c off g of Commo U ts (o sas of Commo Stock of a copo ato to w c t Compays covtd) psatto a gstato stat m t f d d t S c t s Act

"Liquidity Capitalization" means the number, as of mmed ate y pror to the L qu d ty Event, of: (1) a Units (on an asconverted basis) ssued and outstanding, assuming exercise or conversion of a outstanding vested and unvested options, warrants and other convertible securities, as we as profits interests, but <u>excluding</u>: (1) the Common Units reserved and avaiable for future grant under any equity incentive or similar plan, (1) this instrument, (1) a other Safes, and (1) convertible promissory notes; <u>and</u> (2) a phantom interests of the Company.

"Liquidity Event means a Change of Contro or an Inta Pub c Offerng.

"Liquidity Price" means the price per unit equal to the Valuation Capidivided by the Liquidity Capitalization.

"Major Investor means a ho der of one or more Safes f() the aggregate Purchase Amounts of such Safes s equa to or greater than \$100,000 and () Wefunder, Inc. has verified that such ho der s an accredited investor in accordance s the Rue 506(c) of Regulation D under the Securities Act.

"Pro Rata Rights Agreement" masaw ttag mtb twt Compayadt I v sto (adod s of ot Safs, as app op at) gvgt I v sto agt to pcas tspoatas a of pvat pac mts of sct s by t Compay occurring after the Equity Financing, sbct to c stomay xcptos Pro rata foppossoft Po Rata Rgts Ag mtwb cacat dbasdot ato of (1) tmb of U tsow dbyt I v stomm datypotot ssac of tsct sto() ttotamb of o tstadgU tsadpatom tstsoafyd tdbass, cacat das of mmdatypotot ssac of tscts

"Safe means an instrument containing a future right to Units, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

"Safe Preferred Units" means the units of a series of Preferred Units issued to the Investor in an Equity Financing, having the dentical rights, privileges, preferences and restrictions as the Standard Preferred Units, except that such series will have () no voting rights, other than required by law; () a per unit in quidation preference and conversion price for purposes of price-based anti-diution protection equal to the Conversion Price; and () dividending the Standard Preferred Units, except that such series will have () no voting rights, other than required by law; () a per unit in quidation preference and conversion price for purposes of price-based anti-diution protection equal to the Conversion Price; and () dividending the Standard Preferred Units is such that such series will be under the standard Preferred Units in the Standard Preferred Units is such that such series will be under the standard Preferred Units in the Standard Preferred Units is such that such series will be under the standard Preferred Units in the Standard Preferred Units is such that such series will be under the standard Preferred Units in the Standard Preferred Units is such that the standard Preferred Uni

"Safe Price" means the price per unit equal to the Valuation Capid vided by the Company Capitalization.

"Standard Preferred Units means the units of a series of Preferred Units issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

"Units m as t q ty t sts of t Compa y, c d g, w t o t m tat o , t "Common Units" a d t "P eferred Units"

#### Company Representations

- (a) The Company s a m ted ab ty company du y organ zed, va d y ex st ng and n good stand ng under the aws of the state of ts format on, and has the power and author ty to own, ease and operate ts propert es and carry on ts bus ness as now conducted.
- (b) The execution, delivery and performance by the Company of this instrument is within the power of the Company and, other than with respect to the actions to be taken when Units are to be issued to the Investor, has been duly authorized by a necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as imited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors in ghts generally and generally and general principles of equity. To the knowledge of the Company, it is not in violation of () its circuit cartificate of formation or operating agreement, () any material statute, rule or regulation applicable to the Company or () any material individually, or together with a such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.
- (c) The performance and consummat on of the transact ons contemp ated by this instrument do not and winot: () voiate any material judgment, statute, rule or regulation applicable to the Company; () result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or () result in the creation or imposition of any en upon any property, asset or revenue of the Company or the suspension, forfeture, or nonrenewal of any material permit, cense or authorization applicable to the Company, its business or operations.
- (d) No consents or approvas are required in connection with the performance of this instrument, other than: () the Companys mited abity company approvas; () any qualifications or fings under applicable securities aws; and () necessary mited abity company approvas for the authorization of Units issuable pursuant to Section 1.
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#### 4. Investor Representations

- (a) The Investor has fu ega capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes vaid and binding obligation of the Investor, enforceable in accordance with its terms, except as imited by bankruptcy, insolvency or other aws of general application relating to or affecting the enforcement of creditors in ghts generally and general principles of equity.
- (b) If the Investor has checked the box next to "Accred ted Investor" on the signature page, the Investor represents that he, she or it is an accred ted investor as such term is defined in Rule 501 of Regulation D under the Securities Act. If the Investor has checked the box next to "Unaccred ted Investor" on the signature page, the Investor represents that he, she or it is complying with the rules and regulations of Regulation Crowdfunding, including the investment imits set forth in Section 4(a)(6) of the Securities Act. The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities away and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities away or unless an exemption from such registration requirements is available. The Investor is purchasing this instrument and the securities to be acquired by the Investor hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intent on of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incurial complete ossion such investment without impairing the Investors financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

### 5. Irrevocable Proxy; SPV Reorganization

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- (b) If the Investor is not a Major Investor, after the date of the final closing of an Equity Financing, the Investor hereby appoints, and shall appoint in the future upon request, the then-current Chief Executive Officer of the Company (the "CEO"), as the Investor's true and awful ploxy and attorney, with the power to act alone and with full power of substitution, to, consistent with this instrument and on behalf of the Investor, () vote a long of the Units is sued pursuant to the terms of this instrument as the holders of a majority of the Standard Preferred Units vote, () give and receive notices and communications, () execute any instrument or document that the CEO determines is necessary or appropriate in the exercise of the CEO's authority under this instrument and (v) take a lactions necessary or appropriate in the judgment of the CEO for the accomposhment of the foregoing. The proxy and power granted by the Investor pursuant to this Section 5(b) are coupled with an interest. Such proxy and power with be investor and, so ong as the Investor is an individual, with survive the merger or reorganization of the Investor or any other entity holding. Units is sued pursuant to the terms of this instrument. The CEO is an intended third-party beneficiary of this Section 5(b) and Section 5(c) and has the right, power and authority to enforce the provisions hereof as though he or she was a party hereto.

## (c) f the Investor s not a Major Investor:

() Other than with respect to the gross neg gence or wifull misconduct of the Designated Lead Investor or the CEO, in his or her capacity as the Investor's true and lawful proxy and attorney pursuant to Section 5(b) (so ectively, the "Proxy"), the Proxy will not be labeled for any action or omitted in his, her or its capacity as representative of the Investor pursuant to this instrument

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- () A dec s on, act, consent or nstruct on of the Proxy const tutes a dec s on of the Investor and s f na, b nd ng and conc us ve upon the Investor. The Company, members of the Company and any other th rd party may re y upon any dec s on, act, consent or nstruct on of the Proxy as be ng the dec s on, act, consent or nstruct on of the Investor. The Company, members of the Company and any other th rd party are hereby re eved from any ab ty to any person for any acts done by them in accordance with such dec s on, act, consent or instruct on of the Proxy.
- (d) The Investor hereby agrees to take any and a actions determined by the Board in good faith to be advisable to reorganize this instrument and any Units issued pursuant to the terms of this instrument into a special-purpose vehicle or other entity designed to aggregate the interests of holders of Safes.

#### 6. Miscellaneous

(a) Any prov s on of th s instrument may be amended, wa ved or mod f ed as fo lows:

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o d	s of a ma o ty	of t F	С	as	Amo	ts pa	yab t	o t	Cas	Otlvst	o s									

- ( ) If the Investor <u>is</u> a Major Investor, any provision of this instrument (other than the Valuation Cap) may be amended, walved or modified only upon the written consent of the Company and the holders of a majority of the Purchase Amounts payable to the Cash-Out Investors who are Major Investors; and
- ( ) regard ess of whether the Investor <u>is</u> or <u>s not</u> a Major Investor, the Va uat on Cap may be amended, wa ved or mod f ed on y (A) upon the written consent of the Company and the holders of a major ty of the Purchase Amounts payable to the Cash-Out Investors or (B) as contemplated in the definition of Valiation Cap.
- (b) Any notice required or permitted by this instriment will be deemed sufficient when delivered personally or by overnight courier or sent by emalitoring to the address provided by such party to Wefunder, Inc., as subsequently modified by written notice, or 48 hours after being deposited in the U.S. malias certified or registered maliar with postage prepaid, addressed to the party to be notified.
- (c) The Investor s not ent t ed, as a ho der of th s nstrument, to vote or receive dividends or be deemed the ho der of Units for any pulpose, nor will anything contained here nibe construed to confer on the Investor, as such, any of the rights of a member of the Company or any right to vote for the election of members of the Board or upon any matter submitted to members at any meeting thereof, or to give or withhold consent to any mitted ability company action or to receive notice of meetings, or to receive subscription rights or otherwise until the Units have been ssued upon the terms described herein.
- (d) N t t s st m t o t g ts co ta d may b assg d, by op ato of awo ot ws, by t pa ty wt o tt p o w tt co s t of t ot provided, however, t at t Compa y may assg t s st m t w o , wt o tt co s t of t I v sto, co cto wt a o ga zato to c a g t Compa y s dom c o to co v t t Compa y to a co po at o
- (e) n the event any one or more of the provs ons of this instrument is for any reason held to be invaid, ega or unenforceable, in who e or in part or in any respect, or in the event that any one or more of the provs ons of this instrument operate or would prospect vely operate to invaidate this instrument, then and in any such event, such provs on(s) only will be deemed null and void and will not affect any other provs on of this instrument and the remaining provs ons of this instrument will remain operative and in ful force and effect and will not be affected, prejudiced, or disturbed thereby.
- (f) A rights and obligations hereunder with be governed by the laws of the State of Ohio, without regard to the conficts of aw provisions of such jurisdiction.

(Signature page follows)

IN WITNESS WHEREOF, the unders gned have caused this instrument to be duly executed and delivered.

COMPANY:									
The Greatest Adventures On Earth, LLC									
By: Founder Signature									
Name:									
Tte:									
INVESTOR:									
INVESTOR NAME]									
By Investor Signature									
Nam INVESTOR NAME]									
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☐ Accred ted Investor ☐ Unaccred ted Investor									
Read and Approved (for IRA use only)									
Ву:									
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