Sample Revenue Share Agreement

**Amount of Financing:** $25,000 as part of a $50,000 total raise

**Types of Investment:** Revenue Share

**Royalty:** 2.5% of Borrower’s Gross Revenues from all sources, minus Permittable Offsets outlined below, delivered to Village Capital in quarterly repayments

**Initial Payment:** Initial payment begins within 45 days of the earlier of:
   a) the end of the first quarter in which the Borrower generates Gross Revenue of $50,000
   b) 12 months from investment date

**Offsets:** Proceeds from: loans from commercial lenders, sales of securities, insurance claims, litigation settlements, customer refunds or reimbursements, write-off, and non-cash revenue from partners or joint ventures.

**Payment Schedule:** Borrower shall make the Payments commencing from Initial Payment until such time as Lender has received Royalty Payments in the aggregate of Seventy-Five Thousand Dollars ($75,000), which term shall be no longer than five (5) years from the Closing Date.

**Optional Conversion:** Investor has option to convert term sheet for principal amount (minus Payments to date), and accrued Interest at 6%, at the next financing greater than USD 500,000; 10% discount.

**Reporting Requirements:**
1) Monthly conference calls
2) Quarterly reporting on social metrics and performance
3) Quarterly financial statements – balance sheet, income statement, and cash flow statement
4) Board observer rights

**Right to Participate:** Should the Investor convert to equity, Investor shall have the right to participate in future financings of the Company on a pro rata basis

**Use of Proceeds:** Proceeds must be used to finance the expansion of the Company’s activities, including the furtherance of its social and/or environmental mission. If there is any change of the Company’s strategy affecting the sustainable and/or social goals of the Company, outstanding amount of agreement may be called by the Investor.