

THE MILL PROGRAM
INVESTMENT AGREEMENT

THIS INVESTMENT AGREEMENT (this “*Agreement*”) is dated as of _____, 2016, and is entered into by and among _____, a [State] [limited liability company/corporation] (the “*Company*”), _____, the key member(s) or major stockholder(s) of the Company (the “*Company Principal(s)*”), and The Mill Fund I, LLC (the “*Investor*”). The Company and the Company Principal(s) are collectively referred to in this Agreement as the “*Company Parties*.”

RECITALS

A. The Company was formed for the purpose of further developing, commercializing and operating the business concept identified on Schedule A and includes any subsequent iteration of the business concept developed by the Company Parties (the “*Business*”).

B. The Company and the Company Principal(s) have agreed to participate in the Mill program (the “*Mill Program*”).

C. Investor desires to make an investment (the “*Investment*”) in the amount of Five Thousand Dollars (\$5,000) (the “*Investment Amount*”) into the Company to facilitate such Business.

D. The terms of this Investment are simplified from a traditional debt or equity investment. The Investor will not receive any equity in the Company in exchange for the initial Investment and there is no certainty of repayment of the Investment Amount at any time in the future. In exchange for the Investment, the Investor will receive certain rights to participate in future issuances of Company securities.

E. This Agreement is entered into by the parties to define the terms and conditions upon which the Investor will make the Investment.

AGREEMENT

The parties agree as follows:

1. **The Investment.** Investor will make the Investment in the Company in consideration for the rights and privileges set forth in this Agreement.

2. **Future Issuances of Securities.**

2.1 If at any time in the future the Company proposes to sell and issue any debt or equity securities to any person or entity other than the Investor, or any other securities or instruments entitling the holder thereof to receive any profits, capital, assets or property of the Company (collectively, “*Securities*”), in a single transaction or series of related transactions with the principal purpose of raising capital that results in gross proceeds to the Company of at least \$20,000 (a “*Qualified Financing*”), the Company shall deliver written notice to the Investor stating (i) its bona fide intention to offer such Securities, (ii) the amount and type of Securities to be offered and (iii) the price and terms upon which it proposes to offer such Securities. Upon receipt of such notice, the Investor shall be entitled to exercise either or both of the following rights:

a. **Right to Participate.** The Investor shall have the right to participate in the Qualified Financing at the price and on the same terms and conditions specified in the notice and to purchase up to the number of Securities to be offered and sold in such Qualified Financing, in Investor's sole discretion, equal to the lesser of (x) \$100,000 and (y) 50% of the aggregate amount of such Securities to be offered and sold.

b. **Right to Convert.** The Investor shall have the right to convert the Investment Amount into the Securities offered in the Qualified Financing at the price and on the same terms and conditions as specified in the notice.

2.2 The Investor may exercise any of its rights under Section 2.1 within thirty (30) days after receipt of the Company's notice by giving written notice to the Company. In the event the Investor shall exercise any of its rights, the Investor shall become a party to all applicable transaction documents related to the Qualified Financing, including a purchase agreement and other ancillary agreements, with customary representations and warranties and transfer restrictions and having the same terms as those agreements entered into by the other purchasers of the Securities in the Qualified Financing.

2.3 The Company shall have ninety (90) days after the expiration of the Company's exercise period to sell any remaining Securities with respect to which the Company's rights under Section 2.1 were not exercised, at the price and on the same terms and conditions as specified in the notice. In the event the Company has not issued and sold the Securities within such ninety (90) day period, the Company shall not thereafter issue or sell any Securities in a Qualified Financing without first offering such Securities to the Investor in the manner provided under Section 2.1.

3. **Subsequent Investment by Investor.** In the event the Investor makes any subsequent investment in the Securities of the Company, other than pursuant to Section 2.1 hereof, the Investment Amount shall be deemed to have been included in the amount of such subsequent investment and shall be converted into the Securities that are issued to the Investor in such subsequent investment on the same terms and conditions of such subsequent investment.

4. **Outside Activities; Intellectual Property.** The Company Principal(s) agree they will bring to the Company all investment or business opportunities of which they become aware and which they believe are, or may be, directly related to the Business, or are otherwise competitive with the Business. To the Company's knowledge, it will not be necessary to use any inventions of any of its employees or consultants (or persons it currently intends to hire) made prior to their employment by the Company. Each employee and consultant has assigned to the Company all intellectual property rights he or she owns that are related to the Business as now conducted and as presently proposed to be conducted and each employee and consultant has agreed that all concepts and inventions developed during the course of their service for the Company will be owned by the Company.

5. **Publicity.** The Company Principal(s) agree that they will attend the Investor's annual public update meeting after the Investment is made to present about the Business and its activities and operations. The Company agrees that the Investor and its affiliates have the right to publicly advertise the Company's participation in the Mill Program, and the Company grants a nonexclusive license to the Investor and its affiliates of the Company's trademark for purposes of the foregoing.

6. **Conversion to Corporation.** If the Company is a limited liability company, the Company agrees that it will convert to a corporation before the consummation of an equity financing pursuant to which it sells preferred equity securities with the principal purpose of raising capital.

7. **Miscellaneous.**

7.1 **Governing Law.** This Agreement shall be governed in all respects by the internal laws of the State of Nevada.

7.2 **Entire Agreement.** This Agreement, including the schedules attached hereto, constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof and thereof. No party shall be liable or bound to any other party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein or therein.

7.3 **Amendment.** Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by the Company, the Investor and the Company Principal(s).

7.4 **Further Assurances.** From and after the date of this Agreement, the parties agree to take such further action and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other party for carrying out the purposes of this Agreement.

7.5 **Severability.** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

7.6 **Legal Counsel.** The Company Parties acknowledge (a) that the Investor is represented by legal counsel, (2) that the Investor's legal counsel drafted this Agreement, and (b) that the Company Parties have been advised to seek independent legal advice with respect to the transactions described in this Agreement and have had an adequate opportunity to seek legal counsel with respect to this transaction.

7.7 **Indemnification.** The Company shall indemnify and hold the Investor, its directors, officers, managers, partners, employees and affiliates from and against any loss, cost, liability and legal or other expense, including attorneys' fees of the Investor's counsel, which the Investor may directly or indirectly suffer or incur from any claims, suits, actions, demands and threats that relate to or arise out of this Agreement.

7.8 **Successors and Assigns.** This Agreement, and any and all rights, duties and obligations hereunder, shall not be assigned, transferred, delegated or sublicensed by any Investor without the prior written consent of the Company. Any attempt by an Investor without such permission to assign, transfer, delegate or sublicense any rights, duties or obligations that arise under this Agreement shall be void. Subject to the foregoing and except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto

7.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

7.10 Telecopy Execution and Delivery. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

[Signature pages follows.]

IN WITNESS WHEREOF, the parties have each executed and delivered this Agreement as of the day and year first above written.

COMPANY:

[COMPANY NAME]

By: _____

Name: _____

Title: _____

Address: _____

COMPANY PRINCIPAL(S):

[Name]

Address

[Name]

Address

INVESTOR:

THE MILL FUND I, LLC

By: _____

Name:

Title:

Address: _____

SCHEDULE A

DESCRIPTION OF BUSINESS

[Description of Company business]

INVESTMENT FORM

1. Primary Contact Information (Please provide full name, email address, phone number and street address):

2. Articles of incorporation or certificate of formation (it will have a stamp from the state of incorporation on the first page)

3. IRS Tax ID number (EIN)

WIRE INFORMATION

Company Details:

1. Company Bank Account Number: _____
2. Company Name: _____
3. Company Address: _____

Bank Details:

1. Bank Name: _____
2. Bank City and State: _____
3. Bank Country: _____
4. ABA, Routing or SWIFT Code: _____