

INVESTMENT AGREEMENT

THIS INVESTMENT AGREEMENT (this "Agreement") is dated as of _____, 2012, and is entered into by and among _____, a Michigan limited liability company (the "Company"), _____, _____ and _____, the principal members of the Company (the "Company Principals") and Start Garden, LLC, a Michigan limited liability company (the "Investor"). The Company and the Company Principals are collectively referred to in this Agreement as the "Company Parties."

RECITALS

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").

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.

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.

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, 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 that results in gross proceeds to the Company of at least \$50,000 (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 any of the following rights:

a. Right of First Offer. The Investor shall have the first right to purchase all of the Securities to be offered and sold in such Qualified Financing at the price and on the same terms and conditions specified in the notice.

b. 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 in an amount equaling not less than 10% of the aggregate amount of Securities to be offered and sold.

c. Right to Convert. The Investor shall have the right to convert the Investment Amount into that number of membership interests (or other securities) in the Company representing a 3% ownership interest in the Company on a fully diluted basis, and the Investor shall be admitted as a member of the Company pursuant to the Company's Operating Agreement.

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.

2.3 If the Company does not enter into an agreement for the sale of unsubscribed Securities within a forty-five (45) day period, or if such agreement is not consummated within thirty (30) days of the execution thereof, the rights provided under Section 2.1 shall be deemed to be revived and such Securities shall not be offered unless first reoffering the rights to the Investor under Section 2.1.

3. **Transfer of Business Opportunities.** The Company Parties agree that they will not sell, assign, transfer or otherwise convey a business assets, interest or opportunity that is owned, held by or owed to the Company which is necessary for the operation of the Business or material to the value of the Company, without the Investor's prior written consent.

4. **Public Update Meetings.** The Company Principals agree that they will attend one of the Investor's monthly public update meetings within 60 to 90 days after the Investment is made to present about the Business and its activities and operations.

5. **Miscellaneous.**

1 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.

2 Legal Counsel. The Company Parties acknowledge (1) that the Investor is represented by legal counsel, (2) that the Investor’s legal counsel drafted this Agreement, and (3) that the Company Parties been advised by to seek independent legal advice with respect to the transactions described in this Agreement and has had an adequate opportunity to seek legal counsel with respect to this transaction.

3 Indemnification; Limitation of Liability. The Company will indemnify and hold harmless the Investor and its members, managers, employees, agents and affiliates (each, an “Indemnified Person”) from and against, and no Indemnified Person shall have any liability to the Company or its members, security holders or creditors for any damages, liabilities or expenses relating to or arising out of this Investment or otherwise.

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

COMPANY:

[Name of Company]

By _____

Its _____

Address: _____

COMPANY PRINCIPALS

[Name]

Address: _____

[Name]

Address: _____

[Name]

Address: _____

INVESTOR:

Start Garden, LLC

By _____

Its _____

Schedule A