Regenera Ventures
Request for Proposal: Termsheet

I. Introduction

SVX MX is an impact investment advisory firm established in 2015 specialized in climate finance, regenerative economy, gender equity, and transformative finance working in Mexico and Latin America.

SVX MX is launching **Regenera Ventures Fund** I, a pioneering investment vehicle designed to finance and accelerate companies committed to the regeneration of Mexican ecosystems. Regenera Ventures focuses on catalyzing systemic change by fostering a transition toward regenerative practices that generate measurable positive impacts for communities, landscapes, and biodiversity, while delivering competitive financial returns.

Fund Size	USD $25M | Hard Cap: USD $30M
Timeline	10+1+1 years
Instrument	Equity, Redeemable Equity, and Mezzanine Debt
Exit	Redemption, Strategic acquisition, Repayment at Maturity
Investment Period	3 - 5 years for debt products / 5 - 7 years for equity products
Investment target	12 - 15 companies / Average ticket of USD $1.1 million
	All rural Mexico
	Agriculture, cattle ranching, forestry, fishing, nature tourism, financial inclusion for small producers
Closing	First close: USD$12.2 million during 2025 Final close: 2026

II. Background

Regenera Ventures will deploy a blended finance strategy, using equity, redeemable equity, and mezzanine debt to serve companies in rural Mexico that are driving the regenerative transition.

The terms and conditions of these instruments must be clearly documented and communicated to potential investors and investees. To accomplish this, Regenera Ventures seeks specialized support to develop standard draft termsheets that accurately reflect the structure, repayment mechanisms, and exit strategies for each financial instrument.

The resulting termsheets will serve as the foundation for legal documentation, investor conversations, and portfolio company negotiations.

III. Scope of Services

1. **Draft Termsheets:** Develop **clear and investor-ready draft termsheets** for each financial instrument, including:
    - Key terms and conditions.
    - Repayment and redemption mechanisms.
    - Exit options aligned with the Fund's strategy.
    - Roles and obligations of the Fund and investees.
    - Covenants and conditions related to each financial instrument.
    - Local legal, corporate and tax minimum requirements for our potential investees.
    - Regenera Ventures impact and investment thesis reflected in the proposed terms.

2. **Feedback Integration:** Participate in at least two follow-up calls to review the drafts and incorporate feedback from Regenera Ventures' team and stakeholders.

IV. Deliverables

The consultant will be required to deliver:

1. Final Draft Termsheets for each instrument:
    a. Equity
    b. Redeemable Equity
    c. Mezzanine Debt
2. A concise email highlighting key findings and recommendations, facilitating understanding and decision-making.
3. Follow-Up Support: Support through calls or virtual meetings to finalize drafts and clarify questions.Active participation in follow-up calls to clarify findings and offer tailored advice.

IV. Proposal Submission

Please provide a proposal that includes the following elements:

- Technical proposal
  - A brief summary of the firm, ideally with relevant project experience.
  - Names and bios of people that will work on the assignment.
  - Work plan and timeline for completion, including detailed information regarding the approach the consultant will take.

- Financial proposal
  - Fee estimate based around the Scope of Work set about above ideally with a capped fee estimate (expressed in terms of "max number of hours" x "hourly rate").
  - For any components of the Scope of Work that are not included in the capped fee estimate an indication of the estimated time needed to perform that task and an hourly rate.

Interested service providers are encouraged to engage with the Regenera Ventures team before submission and shall submit their proposal in writing to alma@svx.mx, and anacaro@svx.mx by **October 21th, 2025**, copying programme@icfa.lu.