

# Confidential Private Offering Memorandum

This Confidential Private Offering Memorandum (“Memorandum”) has been prepared by the Company, solely for use by prospective investors in considering potential interest in [Company Name LLC](#) (“the Company”). The Memorandum does not claim to be all-inclusive or to contain all the information that a prospective investor may require to evaluate this opportunity. Each recipient of the Memorandum should carry out independent analysis of the Company and the information and data contained herein.

By accepting this Memorandum, each recipient agrees that this Memorandum and all information contained herein that is not already in the public domain shall be treated as STRICTLY CONFIDENTIAL at all times. Each recipient also agrees that neither they nor their agents, representatives, directors or employees will copy, reproduce or distribute to anyone this Memorandum, in whole or in part, at any time without the prior written consent of the Company.

Although the information contained herein is believed to be accurate, the Company has not conducted any analysis with respect to such information, and expressly disclaims any and all liability for representations and/or warranties, expressed or implied, or for any omissions from this Memorandum or any other written or oral communications to any interested party in the course of their evaluation.

This Memorandum includes statements, estimates and projections provided by the Company with respect to its future performance. Such statements, estimates, and projections reflect significant assumptions and subjective judgments by the Company’s management concerning the expected results. These assumptions and judgments may or may not prove to be correct, and there can be no assurance that any projected results are attainable or will be realized. The Company does not assume any responsibility for verifying any such statements, estimates and projections, and the Company does not make any representation or warranty as to their accuracy or completeness or that the assumptions on which they are based are valid.

The Company reserves the right to negotiate with one or more prospective investors at any time and to enter into any definitive agreement for any investment involving such investor without prior notice to the recipient or other prospective investors. The Company also reserves the right to terminate at any time without any reason thereto.

The Company and its respective agents, representatives, directors, employees and affiliates make no representation to any recipient of this Memorandum regarding the legality of a possible investment. The Company and its respective agents, representatives, directors, employees, advisors or affiliates are not acting as legal, tax, accounting or investment advisors to any recipient of the Memorandum. Each recipient should consult with advisors and make an independent analysis of the financial and tax consequences, and all other matters relating to a potential investment in the Company, prior to making a decision whether or not to enter into an agreement in connection with a potential investment into the Company. In addition, each investor should completely read all sections.

This Memorandum is the property of the Company. The Company reserves the right to require the return of this Memorandum at any time. All Communications and inquires relating to this opportunity should be directed to the Company.

# [CompanyLogo]

(a [State](#) Limited Liability Company)

## CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

US\$4,000,000 offering up to 800 Class A Units  
with each Unit consisting of 5,000 Class A Membership Interests in [Company Name LLC](#).  
representing 43.9% ownership on a fully diluted basis of the outstanding shares

This is a private offering of Units of Shares in [Company Name LLC](#), a [State](#) Limited Liability Company (the “Company”). The Company is offering to accredited investors Units (“Units”) in a private offering exempt from registration under federal securities laws upon the terms and conditions set forth in this memorandum (“Memorandum”). The minimum investment in the Units is \$5,000 (or 1 Unit). The Company will use all of the proceeds of this offering to develop an ecological self-sustaining “Green” community branded The [COMPANYNAME](#) Project™.

The Class A Preferred Units Shares in [Company Name LLC](#) will be entitled to a preferred periodic distributions based on a percentage of excess cash flow as determined by the Board of Directors. In the event of a qualified public offering by the Company’s Shares will be exchanged for Units of the issuer’s Shares. The Company’s Units will be evidenced by the issuances of Unit Shares in [Company Name LLC](#), which are referred to as the Company’s “Units(s)” throughout this Memorandum.

**AN INVESTMENT IN THE UNIT IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. SEE “RISK FACTORS” FOR A DISCUSSION OF CERTAIN FACTORS THAT SHOULD BE CONSIDERED IN CONNECTION WITH ANY PURCHASE OF THE UNITS. THERE IS NO PUBLIC MARKET FOR ANY OF THE COMPANY’S SECURITIES AND NO SUCH MARKET IS EXPECTED TO DEVELOP FOLLOWING THE PLACEMENT OF THE UNITS. SIGNIFICANT RESTRICTIONS ON TRANSFER WILL APPLY. YOU SHOULD BE PREPARED TO BEAR THE ECONOMIC RISK OF YOUR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME AND BE ABLE TO WITHSTAND A TOTAL LOSS OF YOUR INVESTMENT.**

**NEITHER THE UNIT NOR THE OFFERING OF THE UNITS HAS BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR UNDER ANY STATE OR OTHER SECURITIES LAW, AND NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE OR OTHER REGULATORY AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR APPROVED OR ENDORSED THE TERMS OR MERITS OF THE UNITS OR THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

The Company will act as the placement agent in connection with the offering of the Units. Please direct all inquiries regarding the Company and the offering of the Units to:

**[COMPANY NAME LLC](#)**

[Company address, City, State, Zip](#) | Tel: 000-000-0000 | email: [email@website.com](#)  
[www.website.com](#)

**JULY 2015**

## TABLE OF CONTENTS

SECURITIES LAWS AND RESTRICTIONS.....	5
CONFIDENTIALITY AND RECIPIENT’S UNDERTAKINGS .....	5
NOTE ON FORWARD-LOOKING STATEMENTS .....	6
SUMMARY OF THE UNIT OFFERING.....	7
USE OF PROCEEDS .....	8
CAPITALIZATION .....	8
EXECUTIVE OFFICERS AND DIRECTORS OF THE COMPANY.....	11
BENEFICIAL OWNERSHIP OF THE COMPANY .....	12
COMPANY’S SECURITIES .....	12
DESCRIPTION OF THE UNITS .....	13
MATERIAL FEDERAL INCOME TAX CONSIDERATIONS .....	15
INVESTOR SUITABILITY STANDARDS.....	15
PLAN OF OFFERING .....	16
LEGAL MATTERS.....	16
ANTI-MONEY LAUNDERING CONSIDERATION .....	17
AVAILABLE INFORMATION.....	17
FINANCIAL INFORMATION .....	18
SPECIAL CONSIDERATIONS AND RISK FACTORS.....	21
NOTICES FOR U.S. INVESTORS.....	26
STATE NOTICE REQUIREMENTS .....	26
EXHIBIT A - SUBSCRIPTION AGREEMENT FORM.....	27

# NOTICE TO PROSPECTIVE INVESTORS

This Memorandum is being furnished solely for the purpose of enabling prospective investors to determine whether they wish to proceed with further investigation of the Company and making an investment in the Units. This Memorandum is not intended to form the basis of any investment decision and does not attempt to present all the information that prospective investors may require for purposes of making an investment decision. The Company anticipates providing prospective investors with the opportunity to ask questions, receive answers, obtain additional information and complete their own due diligence review concerning the Company and the offering of the Units prior to entering into any agreement to purchase Units.

By accepting delivery of this Memorandum, you agree to undertake and rely on your own independent investigation and analysis and consult with your own attorneys, accountants and other professional advisors regarding the Company and the merits and risks of an investment in the Units, including all related legal, investment, tax and other matters.

All information included in this Memorandum and otherwise furnished in connection with this offering is submitted to you on a strictly and permanently confidential basis, except as indicated below or otherwise expressly agreed in writing by the Company. Any reproduction or further distribution of this Memorandum or any such information is prohibited. By accepting delivery of this Memorandum, you agree that neither you nor any of your employees, agents or advisors will use this Memorandum or any such information for any purpose other than evaluating the Company and the offering of the Units. Except as indicated below or otherwise expressly agreed by the Company, you also agree not to disclose to any person the fact that you have received this Memorandum or any such information or any terms, conditions or other information with respect to the Company. If you decide not to participate in this offering, or if the Company so requests, you agree to promptly return this Memorandum and all other materials received in connection therewith without retaining any copies thereof.

Neither the Company nor any of their respective affiliates shall have any liability for any information included in this Memorandum or otherwise made available in connection with this offering, except for liabilities expressly assumed by the Company in the definitive subscription agreement, the form of which is attached as

*EXHIBIT A* to this Memorandum, and related documentation for each purchase of Units. Without limitation of the foregoing, the Company makes no representation or warranty as to the accuracy or completeness of any information included in this Memorandum or any other information, written or oral, or any document made available in connection with this offering.

Until the execution of definitive purchase documentation for the purchase of the Units, the Company reserves the right, in its sole discretion and for any reason, to modify or amend the terms of the Units, to approve or disapprove any prospective investor, to accept or reject, in whole or in part, any subscription, to allot to any investor fewer Units than the number sought by such investor and to withdraw from any further discussions, negotiations or transactions. Neither the Company nor any of their respective affiliates will have any liability or obligation whatsoever to any prospective investor in the event of any of the foregoing.

This Memorandum speaks as of the date hereof. Neither the delivery of this Memorandum nor any eventual sale of the Units shall, under any circumstances, imply that the information contained herein is correct as of any future date or that there has been no change in the Company's affairs after the date hereof. Nothing contained herein is, or should be relied upon as, a promise or representation as to future performance. Neither the Company nor any of their affiliates undertake any obligation to update or revise the Memorandum.

This Memorandum is intended solely for the use of the prospective investor to whom this Memorandum is initially provided. This Memorandum does not constitute an offer to sell to or solicitation of an offer to purchase from any investor or in any jurisdiction in which such an offer or solicitation is not authorized or would be unlawful. Each investor must comply with all legal requirements in each jurisdiction in which it purchases, offers or sells the Units or possesses this Memorandum, and must obtain any consent, approval or permission required by it in connection with the Units or the offering. Neither the Company nor any of their respective affiliates make any representation or warranty regarding, or shall have any responsibility for, the legality of an investment in the Units under any securities or similar laws. Prospective investors are not to construe the contents of this Memorandum as investment, legal, business or tax advice of any kind.

## SUMMARY OF THE UNIT OFFERING

*This summary sets forth certain facts, highlights information contained in more detail in this Memorandum and is qualified in its entirety by reference thereto, including any exhibits and attachments. Each prospective investor is urged to read this Memorandum and the exhibits and attachments in their entirety. The following summary provides an overview of the material terms and conditions of the offering and the Company's Units.*

<b>The Company</b>	<b>Company Name LLC</b> , a State Limited Liability Company, doing business as "The <b>COMPANYNAME</b> Project". The <b>COMPANYNAME</b> Project is the name of the Company's proposed ecological self-sustaining "Green" community. The Company will use the US\$4,000,000 of proceeds from this offering for acquisition of real estate, infrastructure, research & development, and business development.
<b>Securities Being Offered</b>	800 Units of Shares in the Company representing 43.9% of the Company, referred to in this Memorandum as Units. Each Unit is priced at \$5,000 and consists of 5,000 Class A shares in the Company. The Units will receive a preferred distribution equal to 80% of the distribution amount until such time the total distribution equals the original subscription amount.
<b>Total Offering Price</b>	US\$4,000,000. The minimum investment in the Units is \$5,000 (or 1 Unit).
<b>Investors</b>	Accredited investors only (as defined under Regulation D promulgated under the Securities Act) approved by the Company.
<b>Ownership</b>	The founder and management of the Company (the "Founder") will maintain control of the Class B membership interests. The Company's Class A Shares will be held by the Investors representing 43.9% of the Company.
<b>Description of the Company's Unit</b>	<p>The Company's shares divided into two (2) classes, Class A membership interest non-voting shares with a preferred distribution and Class B membership interest voting shares. The Company's Unit consists of 5,000 Class A shares in the company. The rights and privileges of these two classes are different, including:</p> <ol style="list-style-type: none"><li>1) the holders of the outstanding Class A Units will be entitled to a pro-rata preferred distribution equal to 80% of the distribution amount until such time the total distribution equals the original subscription amount;</li><li>(2) Class A Units are non-voting; and</li><li>(3) Class B Units are voting</li></ol>
<b>Qualified Public Offering</b>	All the Company Units and Shares will be exchanged for shares of the common stock of a successor issuer to the Company
<b>Management of the Company</b>	The Company's Board of Directors will initially be comprised of the two Founders and four independent board members. Members of the

**EXHIBIT A - SUBSCRIPTION AGREEMENT FORM**

OFFERING MEMORANDUM NO. \_\_\_\_\_

# COMPANY LOGO

**Company Name LLC**  
(a **YourState** Limited Liability Company)

## Subscription Documents For Shares in **Company Name LLC**

These subscription documents do not constitute an offer to sell or a solicitation of an offer to buy any security. The subscription documents may only be used in conjunction with, and such offers and solicitations may only be made by means of **Company Name LLC**'s Private Offering Memorandum dated JULY 2015. **Company Name LLC**, a **YourState** Limited Liability Company (the "Company" or "**COMPANYNAME**"), is offering securities in the form of Units consisting of 5,000 Class A Membership Interests in **Company Name LLC**:

[ ] 800 Units with each unit consisting of 5,000 Class A Membership Interest Non-Voting Shares in **Company Name LLC**. The total offering represents 43.9% equity of the Company on a fully diluted basis of the outstanding shares. The Units are priced at \$5,000 per Unit with a minimum purchase of \$5,000 (or 1 Unit) for a maximum of \$4,000,000.

The securities of the Company ("Units") referred to herein have not been registered under the United States Securities Act of 1933, as amended (the "Act"), the **YourState** Uniform Securities Act or the securities laws of any other State. These Units of Shares may be acquired for investment purposes only and not with a view to distribution or resale, and may not be sold, mortgaged, pledged, hypothecated or otherwise transferred without an effective registration statement for such Units under the Act, unless exempt under the Act and applicable State securities laws.

**Company Name LLC** requires an opinion of counsel, satisfactory to counsel for the Company that any such transfer shall not violate any federal or State securities laws.

**COMPANY NAME LLC**

Company address, City, State, Zip | Tel: 000-000-0000 | email: [email@website.com](mailto:email@website.com)  
[www.website.com](http://www.website.com)

MANAGER-MANAGED OPERATING AGREEMENT  
OF  
**COMPANYNAME**

A Limited Liability Company Organized and Formed  
Under the Laws of the State of **YourState**

OPERATING AGREEMENT, made this 29th day of July 2014, by and between each person of the persons or entities named in Exhibit A hereto hereinafter called the "Members" and **ManagerName** hereinafter called "Manager".

WHEREAS, the Members desire to enter into business together, and

WHEREAS, the Members desire to invest in the business and limit their liabilities, and

WHEREAS, the Members are desirous of the Company being formed, operated and taxed as a partnership-like entity under the Internal Revenue Code and applicable state and local laws,

IT IS HEREBY AGREED, by the undersigned parties as follows:

**ARTICLE 1**  
**THE COMPANY**

1.1 **Formation.** The Members hereby form and organize a limited liability company upon the terms and conditions provided in this Agreement, subject to the provisions of the Limited Liability Company Act of 1993 (the "Act") of the State of **YourState**. The name of the limited liability company shall be **COMPANYNAME** (the "Company"). All letterhead, checks, drafts, stationary, business cards, contracts, promissory notes, deeds, titles, bills of sale or other documents bearing the Company name shall include a designation such as "LLC" or such other designation required by state law that indicates to the public at large the limited liability status of the Company. The Company name may be changed by written consent of a majority of the Members and shall not be effective until the applicable provisions of the Limited Liability Act of the state of organization have been complied with.

1.2 **Articles of Organization.** The Manager shall cause articles of organization that comply with the requirements of the Act to be properly filed with the State of **YourState**. In the future, the Manager shall execute such further documents and take such further action as shall be appropriate or necessary to comply with the requirements of law for the formation and operation of a limited liability company in all states and counties where the Company elects to carry on its business.

1.3 **Business.** The purpose for which the Company is organized is to **Business description**; the Company may sell or otherwise dispose of all or substantially all of its assets and any such sale or disposition shall be considered to be within the scope of the Company's business.

1.4 **Registered Agent and Business Office.** The Company's registered/resident agent and his address shall be **Name, Address, City, STATEZIP** in the County of Orange.

The Company's main business shall be conducted at the above address, and/or at such other place as the Members, in their discretion, may determine, including the office of any of the Managers, if applicable.

1.5 **Additional Members.** Additional Members shall not be admitted to the Company without the prior written consent of all of the Members and the Manager and as set forth in Article 10 herein.



## **ARTICLE 2**

### **DEFINITIONS**

2.1 Cash Flow. "Cash Flow" shall mean the excess of all cash receipts of the Company over all cash disbursements of the Company.

2.2 Code. "Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor statute.

2.3 Treasury Regulations. "Treasury Regulations" shall mean regulations issued by the Department of Treasury under the Code. Any reference to a specific section or sections of the Treasury Regulations shall be deemed to include a reference to any corresponding provision of future regulations under the Code.

2.4 Manager. "Manager" shall mean the individual(s) or entity set forth in Article 8 herein, or any successor Manager. Reference to the "Manager" in the singular or as "it," "itself," "him," "her," or other like references shall also, where the context so requires, be deemed to include the plural or the masculine, feminine, or neuter gender, as the case may be.

2.5 Profit or Loss. "Profit" or "Loss" shall mean the profit or loss of the Company as determined under the capital accounting rules of Treasury Regulation § 1.704-1(b)(2)(iv) for purposes of adjusting the capital accounts of the Members including, without limitation, the provisions of paragraphs (b), (f) and (g) of those regulations relating to the computation of items of income, gain, deduction and loss.

2.6 Membership Interest. The "Membership Interest" of each Member shall be the economic ownership (right to receive profits and losses, and not to vote or participate in the Company business) of each Member in the percentage as reflected in the annexed Schedule "B".

2.7 Classification of Membership Interests. The Membership Interest Shares are divided into two classes, Class "A" Membership Interest Shares and Class "B" Membership Interest Shares. The rights and privileges of both classes are identical, except (1) the holders of the outstanding Class 'A' Membership Interest Shares will receive a preferred distribution until such time the total distribution equals the original subscription amount, after which the both Classes will share in distributions on a pro-rata basis.

Class "B" Membership Interest Shares may be converted into Class "A" Membership Interest Shares at any time on the basis of one share of Class "B" Membership Interest Shares for each share of Class "A" Membership Interest Shares so converted. Notwithstanding anything contained herein to the contrary, the provisions of the Class "B" Membership Interest Shares set forth above with respect to the right to elect the balance of the Board of Directors and the right of the majority of the holders to approve certain actions taken by the Company including selecting the Manager, shall cease to be of any further force or effect upon (i) the consummation of a public offering; or (ii) conversion of all the class "B" Membership Interest Shares into Class "A" Membership Interest Shares.

2.8 Voting Interest. "Voting Interest" shall mean each Member's right to vote for any matter in the Company business as described in the following manner: Each member's vote is equal to his Membership share as defined in Section 2.9 below

To the extent that this provision is inconsistent with the laws of the state of formation, the Limited Liability Company Act of said state will prevail, but only as to voting rights as described in this section. Notwithstanding anything herein to the contrary, no assignee, successor-in-interest, creditor, purchaser or mortgagee of any Member shall have any voting rights in this Company unless he is formally admitted as a Member by the unanimous vote of all Members as described in Article 11 herein.