${LOGO\_IMAGE}

**FORM C**

**INSERT HERE THE PORTIONS OF THE COVER PAGE THAT CONTAIN INFORMATION.**

**OFFERING STATEMENT**

Respond to each question in each paragraph of this part. Set forth each question and any notes, but not any instructions thereto, in their entirety. If disclosure in response to any question is responsive to one or more other questions, it is not necessary to repeat the disclosure. If a question or series of questions is inapplicable or the response is available elsewhere in the Form, either state that it is inapplicable, include a cross-reference to the responsive disclosure, or omit the question or series of questions.

Be very careful and precise in answering all questions. Give full and complete answers so that they are not misleading under the circumstances involved. Do not discuss any future performance or other anticipated event unless you have a reasonable basis to believe that it will actually occur within the foreseeable future. If any answer requiring significant information is materially inaccurate, incomplete or misleading, the Company, its management and principal shareholders may be liable to investors based on that information.

**THE ISSUER**

**Name of Issuer:** ${NAME}

${NAME} (the "Company") was recently organized as a Delaware limited liability company. It is managed by ${MM\_NAME}(the "Managing Member"). It has carried on no business prior to this date. The Company is making this offering in order to fund the implementation of its business plan.

**COMPANY ELIGIBILITY:**

##  Check this box to certify that all of the following statements are true for the issuer:

${COMPANY\_ELIGIBILITY\_1}

* 1. Organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia.
  2. Not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934.
  3. Not an investment company registered or required to be registered under the Investment Company Act of 1940.
  4. Not ineligible to rely on this exemption under Section 4(a)(6) of the Securities Act as a result of a disqualification specified in Rule 503(a) of Regulation Crowdfunding.
  5. Has filed with the Commission and provided to investors, to the extent required, the ongoing annual reports required by Regulation Crowdfunding during the two years immediately preceding the filing of this offering statement (or for such shorter period that the issuer was required to file such reports).
  6. Not a development stage company that (a) has no specific business plan or (b) has indicated that its business plan is to engage in a merger or acquisition with an unidentified company or companies.

NOTE: If any of the foregoing statements is not true, then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

## Has the issuer or any of its predecessors previously failed to comply with the ongoing reporting requirements of Rule 202 of Regulation Crowdfunding?

${COMPANY\_ELIGIBILITY\_2}  yes

${COMPANY ELIGIBILITY 4}  no

**If yes, please explain:** ${COMPANY\_ELIGIBILITY\_3}

**MANAGERS OF THE ISSUER:**

**Provide the following information about each Manager of the Issuer. Include any person who is able to exercise significant control over the operations of the Issuer, even if the person is not formally identified as a Manager.**

Name: \_\_\_\_\_\_ ${KEY\_PEOPLE\_1}\_\_\_\_\_\_\_\_ Date Appointed Manager: \_\_ ${KEY\_PEOPLE\_A1}

Business Experience for Past Three Years: ${KEY\_PEOPLE\_A2}

|  |
| --- |
|  |

|  |  |
| --- | --- |
| Employer: | ${KEY\_PEOPLE\_A3} |
| Employer’s Principal Business: | ${KEY\_PEOPLE\_A4} |
| Dates of Service: | ${KEY\_PEOPLE\_A5} |
| Title: | ${KEY\_PEOPLE\_A6} |
| Principal Responsibilities: | ${KEY\_PEOPLE\_A7} |

Name: \_\_${KEY\_PEOPLE\_2}\_\_\_\_\_ Date Appointed Manager: \_\_${KEY\_PEOPLE\_A8}\_

Business Experience for Past Three Years: ${KEY\_PEOPLE\_A9}

|  |  |
| --- | --- |
| Employer: | ${KEY\_PEOPLE\_A10} |
| Employer’s Principal Business: | ${KEY\_PEOPLE\_A11} |
| Dates of Service: | ${KEY\_PEOPLE\_A12} |
| Title: | ${KEY PEOPLE A13} |
| Principal Responsibilities: | ${KEY\_PEOPLE\_A14} |

Name: \_\_${KEY\_PEOPLE\_3}\_\_ Date Appointed Manager: \_${KEY\_PEOPLE\_A15}\_\_

Business Experience for Past Three Years: ${KEY\_PEOPLE\_A16}

|  |  |
| --- | --- |
| Employer: | ${KEY\_PEOPLE\_A17} |
| Employer’s Principal Business: | ${KEY\_PEOPLE\_A18} |
| Dates of Service: | ${KEY\_PEOPLE\_A19} |
| Title: | ${KEY\_PEOPLE\_A20} |
| Principal Responsibilities: | ${KEY\_PEOPLE\_A21} |

***Compensation of the Managers***

The Company will reimburse the Managers for all costs and expenses that the Manager pays or incurs on behalf of the Company. The Company will pay no compensation to the Managers. Any Managing Member will, however, participate with all other Members of the Company in the net profits of the Company, but only after payment to the Holders of Profit Participation Rights of the amounts to which they are entitled.

**ISSUER’S EQUITY SECURITIES AND PRINCIPAL OWNERS:**

The Issuer is a limited liability company. Its only outstanding equity securities are the membership interests held by the Members of the Issuer. All of the voting power within the Issuer is held by those same Members.

**Provide the name and ownership level of each person who is the beneficial owner of 20% or more of the membership interest in the Issuer.**

|  |  |
| --- | --- |
| **Name of Holder:** | **% of Membership Interest in Issuer:** |
| ${HOLDER\_1} | ${%\_HOLDER\_1} |
| ${HOLDER\_2} | ${%\_HOLDER\_2} |
| ${HOLDER\_3} | ${%\_HOLDER\_3} |

**BUSINESS AND ANTICIPATED BUSINESS PLAN:**

***Introduction to the Issuer’s Business Plan***

The Managing Member intends to use the funds invested in the Company to purchase a parcel of real property including an unoccupied house (the "Property") and to perform repairs to the Property and generally upgrade the quality of the Property. The Managing Member will investigate homes for sale within the geographic area identified below, and will search for a property that has fallen into disrepair or is otherwise distressed, and so is selling at a price substantially lower than its market potential.

If ownership of the Property yields net cash flow to the Company, the Company will pay the Holders of the Units of Profit Participation Rights sold in this Offering all of the net cash flow until they have received a return on their investment of ${DISTRIBUTION}% per annum.

When the Managing Member decides that a sale of the Property will be in the best interests of the Company, the Managing Member will put the Property on the market for resale. Upon the sale of the Property, the Company will pay its liabilities. Any cash remaining will be distributed to the Holders of the Units of Profit Participation Rights purchased in this Offering until the funds are exhausted or the Holders have received an amount equal to ${PAYOUT} of their investments ("Payout"). Funds remaining after Payout will be shared between the Company and the Holders of the Units as follows: ${C-SPLIT} to the Company and ${H-SPLIT} to the Holders of the Units, with the funds allocated to the Unit Holders to be allocated in proportion to the number of Units held by each.

***Details Regarding the Business Plan***

***Location***

${PROPERTY\_INFORMATION\_DISCUSSION\_1}

***Choosing the Property***

${CHOOSING\_THE\_PROPERTY\_DISCUSSION\_1}

***Financing***

When the Company has contracted to purchase the Property, the Company will fund payment of the purchase price (including closing costs such as attorney fees, title insurance, lien searches, etc.) from up to four sources:

* the proceeds of this Offering (less the amount of proceeds that the Managing Member determines must be retained for working capital - i.e. the projected cost of upgrades to the Property);
* a mortgage loan from a bank or other lending institution;
* other investors in the Company, provided that:
* the Company will not accept investment in the Company on terms that are likely to reduce the rate of return realized by the Unit Holders; and
* any debt incurred by the Company, other than the mortgage loan, will be subordinated to the rights of the Unit Holders.
* capital contributions (not loans) by the Members of the Company.

Because the Company will own only one property, a larger investment in that property (if justified by the economic value of the property) will cause the Company to operate more efficiently, as labor and administrative costs of operating the Company are likely to be more easily offset by profits from the Property. For this reason, the Managing Member will endeavor to obtain financial resources from a number of the sources identified above.

${FINANCING\_A1}

***Upgrades***

Promptly after acquiring the Property, the Company will initiate a program of repair and upgrade in order to return the Property to its maximum market potential price. The Managing Member will study market trends in the targeted geographic region, to determine the improvements that are most popular and so most likely to increase the market value of the property. At the same time, attention must be paid to structural issues that can cancel a prospective sale when revealed by the buyer's engineer's report.

${UPGRADES\_DISCUSSION\_1}

# When the Managing Member determines that the Property is ready for resale (or when the Company has insufficient working capital to fund additional improvements), the Company will engage a realtor and offer the Property for resale. Upon the sale of the Property, the Company will pay its debts, then distribute its remaining assets. (See next section, "Profit Participation Rights", for a discussion of the distribution.)

**RISK FACTORS**

${RISKS\_DISCUSSION\_1}

THE PURCHASE OF THE UNITS OF PROFIT PARTICIPATION RIGHTS OFFERED HEREBY INVOLVES A HIGH DEGREE OF RISK AND IS SUITABLE ONLY FOR PERSONS WHO HAVE NO NEED FOR LIQUIDITY IN THEIR INVESTMENT AND WHO HAVE THE FINANCIAL RESOURCES SUFFICIENT TO ASSUME SUCH RISK. In addition to the factors set forth elsewhere in this Offering Circular, prospective purchasers of the Units should consider the following factors before making a decision to purchase the Units.

The following factors, as well as other variables, might affect the Company’s operating results. If any of the following risks occur, the business, financial condition or results of operations of the Company would likely suffer. In that case you may lose all or part of the money you paid to buy the Units of Profit Participation Rights.

***Risks Related to a Crowdfunding Investment***

A crowdfunding investment involves risk. You should not invest any funds in this offering unless you can afford to lose your entire investment.

In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.

The U.S. Securities and Exchange Commission does not pass upon the merits of any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering document or literature.

These securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.

***Risks Related to the Nature of the Offering***

***The Target Amount of proceeds required to close this Offering may be inadequate to allow the Company to purchase a Property, make necessary improvements, and pay its expenses until the Property can be sold.***

${RISKS\_A1}

***It is not likely that a market will develop for resale of the Units.***

The Crowdfunding regulations provide that the Units sold in this Offering may not be transferred for one year except to an accredited investor or to a member of the purchaser’s immediate family. Even after that period passes, because the Offering is very modest in size, it is very unlikely that a market will develop on which Unit Holders can resell their Units. Subscribers to the Units, therefore, must anticipate that they will hold their Units until the Property is sold, and that any gain they realize from their investment must come directly from the operations of the Company.

***If the Target Amount is not sold, subscribers will receive a refund without interest.***

The Offering will continue until ${DEADLINE} (the “Deadline”). If, as of the Deadline, subscriptions for the Target Amount have not been received, the Offering will terminate and money previously received with subscriptions will be refunded to the subscribers without interest. This means that the funds you deliver with your subscription may be held in escrow until ${DEADLINE} and then returned to you without any resulting benefit.

***Risks Attendant to the Company's Business Plan***

*The Company is reliant on the business skills of the Managing Member, which may be inadequate.*

The Company's success will depend to a great extent on the decisions made by ${MM NAME}, the Managing Member of the Company. The Managing Member will have to demonstrate skill at a variety of tasks: choosing the Property, negotiating the purchase, supervising any upgrades, choosing tenants, and picking the right time to sell the property. The Managing Member's recent experience in business is described in the Section of this Offering Statement titled "Managers", but that will not tell you whether the Managing Member will make good decisions regarding the list of matters for which the Managing Member is responsible - only the decisions will demonstrate the necessary skills. If the Managing Member is faulty in one or more areas of his responsibility, the Company's profits will be reduced or eliminated.

***Our evaluation of properties will involve a number of assumptions that may prove inaccurate, which could result in us paying too much for the Property we acquire.***

In determining whether a particular property meets our investment criteria, we will make a number of assumptions, including assumptions related to estimated time of possession and estimated renovation costs and time frames, annual operating costs, market rental rates and potential rent amounts, time from purchase to leasing and the likelihood of tenant default. These assumptions may prove inaccurate. As a result, we may pay too much for the Property we acquire.

***Because the Company will invest in only one property, it will have no alternative source of profits in the event of adverse results from that property.***

The Company will invest all of its resources in a single property. Due to the lack of diversification in the Company’s investments, an adverse development in the operations of the Property will have a direct material impact on the Company’s financial condition and the Company’s ability to make distributions to the Unit Holders. Accordingly, the Company’s assets may be subject to more rapid change in value than would be the case if the Company were to maintain a wide diversification of investments.

*If the local economy weakens, the value of the Property is likely to be reduced.*

${RISKS\_A20}

***The Company would be adversely affected if hazard losses on the Company's property exceed the amount of the Company's insurance coverage or are not covered by insurance.***

Upon taking title to the Property, the Company will carry commercial general liability insurance and standard “all-risk” property insurance. However, the Company's insurance will be subject to normal limitations on the amounts of coverage and some types of losses may be uninsurable or may only be insurable at a cost that the Company believes outweighs the value of obtaining insurance. Should an uninsured loss or a loss in excess of the amount of the Company's insurance coverage occur, the Company could lose the capital invested in the Property, as well as the anticipated future revenue from the Property.

***If property tax rates increase in our area, the value of housing will be adversely affected.***

${RISKS\_A22}

***The Company's plan to improve the Property may be hindered by inadequate funding and will be subject to the risks that commonly attend to construction projects.***

The Company plans to utilize a portion of the proceeds of this offering to fund improvements to the Property that will enhance its marketability. In determining the amount of funds to be raised in this Offering, we estimated the amount we will devote to rehabilitation of the Property we purchase. If that estimate is not accurate, we may lack the funds needed to make our Property commercially viable.

Construction involving real property will entail risks which are beyond the control of the Company, such as the possibility of inadequate performance by contractors, increases in costs of materials, delays in obtaining requisite licenses, permits, and approvals from relevant authorities, shortages of material for construction, adverse weather and other factors that could cause improvement costs to exceed the Managing Member's estimates. Obtaining building permits is a time-consuming process, and it is virtually impossible to predict how long it will take to receive final building permits. These risks may increase the costs of construction and/or remodeling and may cause delays in completing construction will impair the Company's ability to lease or sell the Property.

***The Company may be adversely affected by increases in real estate operating costs.***

Residential investment properties are subject to increases in operating expenses such as maintenance, insurance and administrative costs, and other general costs associated with security, landscaping, repairs and maintenance. If operating expenses increase, competition in the local rental market may limit the extent to which rents may be increased to meet increased expenses, consequently reducing the ability of the Company to resell its property on a timely basis and at a profit.

***Litigation risks could affect our business.***

As the owner and manager of a rental property, we may incur liability based on various conditions at our Property and the buildings thereon, and we may become involved in legal proceedings, including landlord-tenant, tort or other litigation, which if decided adversely to or settled by us, and not adequately covered by insurance, could result in liability which would reduce our cash flow.

***The Company may not make a profit when it sells the Property, which would adversely impact the return on investment realized by the Unit Holders.***

The greatest uncertainty in projecting the benefits that investors in the Units of Profit Participation Rights will realize is the fact that we cannot predict the price at which the Property will ultimately be sold. If it sells for a substantial profit, then Unit Holders will receive a return of their investment and half of the profits on the sale. But if the Property sells for less than its purchase price, Unit Holders will lose money - the amount returned to them will be less than the amount they paid for the Units. The price that the Company can obtain when it determines to sell the Property will depend on many factors that are presently unknown, including the Property's operating performance, tax treatment of real estate investments at the time of the sale, demographic trends in the area, and available financing. So there is a risk that the Company will not recover all of its investment in the Property, meaning that Unit Holders will not recover all of their investment in the Units.

**THE OFFERING**

***Use of Funds***

${CASH\_RESOURCES\_DISCUSSION}

The Company intends to add the funds raised in this Offering to the funds described above and use the combined funds for the following purposes:

|  |  |  |
| --- | --- | --- |
|  | If Only the Target Amount is Raised | If the Maximum Amount is Raised |
| Purchase Price of House: | $${$\_PP\_TARGET}  (${%\_PP\_TARGET}%) | $${$\_PP\_MAX}  (${%\_PP\_MAX}%) |
| Expenses of Purchase of House: | $${$\_EXP\_TARGET}  (${%\_EXP\_TARGET}%) | $ ${$\_EXP\_MAX}  (${%\_EXP\_MAX}%) |
| Upgrades to House: | $${$\_UP\_TARGET}  (${%\_UP\_TARGET}%) | $${$\_UP\_MAX}  (${%\_UP\_MAX}%) |
| Costs of Home Ownership(1): | $${$\_COSTS\_TARGET}  (${%\_COSTS\_TARGET}%) | $${$\_COSTS\_MAX}  (${%\_COSTS\_MAX}%) |
| Administration Expenses(2): | $${$\_ADMN\_TARGET}  (${%\_ADMN\_TARGET}%) | $${$\_ADMN\_MAX}  (${%\_ADMN\_MAX}%) |
| Total | $${$\_TOTAL\_TARGET}  (100%) | $${$\_TOTAL\_MAX}  (100%) |

1. Costs incurred prior to rental of the Property (if rented), including real estate taxes, maintenance of premises, utilities, homeowners insurance, sundries.
2. Expenses incurred prior to rental of the Property (if rented), including organization costs, accounting services, sundries.

***Investment in and Delivery of the Units***

The following describes the method and the process to invest in the Company’s Units of Profit Participation Rights (the “Units”), including how the Company will complete an investor’s transaction(s) and deliver securities to the investor.

* + Offering Process. The offering will use a first come first serve method to issue and sell Units to investors.
  + Investor Commitment. An Investor will place order(s) through the WealthFunding web client or the WealthFunding mobile web client by inputting the number of Units s/he would like to invest at the preset price of $1.00 per Unit per the terms of the offering.
  + Investor Transfer of Funds. The initiation for a Transfer of Funds will happen simultaneously with the placing of an order (payment for Units are upfront). The order(s) will be held by WealthFunding as pending until the transfer of funds is completed. The funds will sit in an escrow account on behalf of the Company until the close of a successful offering. Only those subscriptions that have fully settled will be allocated Units on a first come first serve basis at the end of the offering.
  + Progress of the Offering. The Investor will receive email updates whenever the Company files an amendment to its Form C or a Progress Report on Form C-U. Progress Reports will be filed no less than twice: when subscriptions for 50% of the Target Amount have been submitted and when subscriptions for 100% of the Target Amount have been submitted.
  + Confirmation of Subscription. In the event of an amendment to the Offering Statement or a material change to an offering (material changes may include a change to the offering’s Deadline date, a change to the offering amount, etc.), investors who have made submitted subscriptions prior to the amendment will be asked to reconfirm their order(s) within 5 business days by clicking on a link included in the email. Subscriptions not reconfirmed within 5 business days will be cancelled and refunded to investor’s bank account or credit card.
  + Deadline. In order for the offering to close, subscriptions for the Target Amount of $${MINIMUM\_OFFERING} must be received on or before the Deadline, which is ${DEADLINE}. If the Deadline occurs without subscriptions for the Target Amount having been received, subscriptions will be cancelled and refunded to investor’s bank account or credit card.
  + Early Closing. In the event an offering has met its 21-day minimum open requirement and has been fully subscribed before the Deadline, the Company may choose to close the offering early. Email notifications of an early closing will be sent at least 5 business days prior to the original close date.
  + Closing of the Offering. The Company will accept subscriptions when the Target Amount has been received. If the Maximum Amount exceeds the Target Amount, the Company will also accept subscriptions at such later dates as the Company shall determine, until the Company issues a notice of the termination of the Offering. At each closing of the offering, investors will receive an email notifying that they have been allocated a number of Units or whether their order(s) have been cancelled and returned due to oversubscription.
  + Registration of Units. After each closing of the offering, Units issued to investors will be recorded in book entry form on the Company’s records. The Company will email a Notice of Book Entry to each investor whose subscription has been accepted. The Notice of Book Entry will be the investor’s authoritative record of ownership of Units. All Notices of Book Entry have unique identification codes that the Company and WealthFunding have records of. If you misplace or lose your Notice of Book Entry, please contact the Company and notify it that you need a replacement certificate. The Company will then void your old Notice of Book Entry on our records and issue you a new Notice of Book Entry via email.

***Cancellation of Subscription***

***By the Subscriber:***

A subscriber may cancel his or her investment commitment at any time until 48 hours prior to the offering Deadline.

If there is a material change to the terms of the offering or the information provided to the subscriber about the offering and/or the Company, the subscriber will be provided notice of the change and must reconfirm his or her investment commitment within five business days of receipt of the notice. If the subscriber does not reconfirm, he or she will receive notification disclosing that the commitment has been cancelled, the reason for the cancellation, and the refund amount that the subscriber is required to receive. If a material change occurs within five business days prior to the Deadline, the offering will be extended to allow for a period of five business days for the subscriber to reconfirm.

If the subscriber cancels his or her investment commitment during the period when cancellation is permissible, or does not reconfirm a commitment in the case of a material change to the offering, or the offering does not close on or prior to the Deadline, all of the subscriber’s funds will be returned within five business days.

***By the Company:***

The Investment Agreement that you will execute with the Company provides the Company the right to cancel the offering for any reason before the Deadline.

If the sum of the investment commitments from all subscribers does not equal or exceed the Target Amount on the Deadline, no securities will be sold in this offering, investment commitments will be cancelled, and committed funds will be returned.

Within five business days of cancellation of the offering by the Company or of automatic cancellation on the Deadline, the Company will give each subscriber notification of the cancellation, disclose the reason for the cancellation, identify the refund amount the subscriber will receive, and refund the subscriber’s funds.

**THE SECURITIES BEING OFFERED**

***Units of Profit Participation Rights***

# Investors in this Offering will purchase Units of Profit Participation Rights. Investors will not become shareholders or members of the Company. Therefore, investors in this Offering will have no voting rights or any of the other rights of equity-holders. Instead, investors will own a right to receive payments from the Company’s positive cash flow, if any. The three kinds of payments will be:

# **Share of Cash Flow**. On the 31st day of January in each year after the Deadline (the "Distribution Dates") and on the date of closing of the sale of the Company's Property (the "Liquidation Date"), the Company will distribute some or all of its Annual Cash Flow for the preceding year (or current year, in the case of the Liquidation Date) to the Holders of Profit Participation Rights. "Annual Cash Flow" is defined, for this purpose, as:

# The total cash receipts by the Company during the year (excluding funds invested by the Holders of Profit Participation Rights and excluding any capital contributions by the Members of the Company or any other investor), plus any other funds (including amounts designated as reserves by the Managing Member, where and to the extent the Managing Member no longer regards such reserves as reasonably necessary to the efficient conduct of the Company’s business) less (a) any operating expenses of the Company but excluding any expense not involving a cash expenditure, such as amounts charged for depreciation; (b) all payments of principal and interest on account of any loans secured by property of the Company or any other obligations or loans of the Company; (c) proceeds of sale or refinancing of property distributable as described below; and (d) reserves for working capital and anticipated expenditures in such reasonable amounts as may be determined from time to time by the Managing Member. Annual Cash Flow shall be determined separately for each fiscal year of the Company, which shall be the calendar year.

The Company will distribute the Annual Cash Flow to the Holders of Profit Participation Rights in proportion to the number of Units held by each Holder. On each Distribution Date the Company will distribute Annual Cash Flow realized in the preceding year, and on the Liquidation Date the Company will distribute Annual Cash Flow realized in the current year. The amount distributed to all Holders will equal the lesser of (a) the total Annual Cash Flow for the relevant year or (b) the Prescribed Return on Investment. The "Prescribed Return on Investment" shall be, as to each Holder, a cumulative but non-compounded return to the Holder equal to ${DISTRIBUTION}% per annum of the amount paid by the Holder for the Units of Profit Participation Rights.

Example. *This example assumes that the Prescribed Return on Investment is eight percent (8%) per annum. The Prescribed Return for ${NAME} is actually ${DISTRIBUTION}%, so cash distributed will be greater/lesser than shown in proportion to the difference between ${DISTRIBUTION}% and 8%.*

If on June 30, 2025 Holder A paid $10,000 for Units of Profit Participation Rights issued by Company X, which represented 5% of all of the Units sold by Company X, and in 2025 the Annual Cash Flow of Company X was $9,500, and in 2026 the Annual Cash Flow of Company X was $14,000, and in 2027 the Annual Cash Flow of Company X was $19,000, and in 2028 the Company sold its Property on September 30, 2028 after realizing $23,000 of Annual Cash Flow during 2028, then Company X would be required to make the following payments to Holder A:

* On January 31, 2026, $400, representing the 4% (because 2023 was only a half year) Prescribed Return on Investment for 2025;
* On January 31, 2027, $700, representing Holder A's 5% share of the entire Annual Cash Flow for 2026 (because the Company’s Annual Cash Flow was less than 8% of the $200,000 paid for all Units sold;
* On January 31, 2028, $900, representing the 8% Prescribed Return on Investment for 2027 plus the $100 unpaid portion of the Prescribed Return on Investment for 2026; and
* On September 30, 2028, $600, representing the 6% (because there were only 9 months before the Liquidation) Prescribed Return on Investment for 2028.

**Share of Refinancing Proceeds.** The Company expects to secure a mortgage loan to assist in its payment of the purchase price for the Property. In the event that:

* the Company refinances the mortgage loan by securing a replacement mortgage loan or a second mortgage loan; and
* receives cash in excess of the amount paid to reduce the balance of the initial mortgage loan; and
* the Managing Member determines that some or all of the excess cash is not needed for the operations of the Company;

then the cash deemed not needed for the operations of the Company will be distributed to the Holders of Profit Participation Rights as a partial pre-payment of the Company's distribution obligation upon sale of the Property, as described in the following paragraph.

**Share of Sales Proceeds.** Upon closing of the sale of the Property, the Company will pay or reserve for all accrued expenses of the Company and will distribute to each Holder of Profit Participation Rights:

* an amount equal to ${PAYOUT} of the amount paid by the Holder for the Units of Profit Participation Rights (allocated among the Holders in proportion to the number of Units held by each, if the net proceeds of the sale are less than the aggregate amount invested by all Holders); plus
* ${H-SPLIT} of the net proceeds from the sale of the Property (allocated in proportion to Units held).

Because the Holders of the Units will be creditors of the Company and not shareholders of the Company, the terms on the Units cannot be modified after the Units are issued except by an agreement between the Company and each Holder whose Units will be modified.

***Books and Records***

The Managing Member will maintain books and records appropriate for an entity carrying on business similar to the Company's. The Managing Member will make the books and records available for review by Unit Holders during ordinary business hours upon reasonable prior request.

In connection with any of the distributions due to the Unit Holders, the Managing Member will prepare a statement of accounting adequate in detail to demonstrate the calculation by which the amount of the distribution was measured, and the uses of cash which are the inputs for making the calculation. The Managing Member will deliver the accounting to the Unit Holders when the distribution is made. The Managing Member will also provide the Unit Holders an accounting on any Distribution Date, even if no distribution is made.

***Restrictions on Transfer of the Units***

The Units being offered may not be transferred by any purchaser in this Offering during the one year period beginning when the Units were issued, unless such Units are transferred:

* 1. To the Company;
  2. To an accredited investor;
  3. As part of an offering registered with the U.S. Securities and Exchange Commission; or
  4. To a member of the family of the purchaser or the equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the purchaser or the equivalent, or in connection with the death or divorce of the purchaser or other similar circumstance.

NOTE: The term “accredited investor” means any person who comes within any of the categories set forth in Rule 501(a) of Regulation D or whom the seller reasonably believes comes within any of such categories, at the time of the sale of the Units to that person.

NOTE: The term “member of the family of the purchaser or the equivalent” includes a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the purchaser, and includes adoptive relationships. The term “spousal equivalent” means a cohabitant occupying a relationship generally equivalent to that of a spouse.

**PRELIMINARY OPERATIONS OF THE ISSUER**

The Issuer was recently organized. To date, the Issuer has been engaged in developing its business plan, soliciting financing, and preparing the offering documents for this Offering of Profit Participation Rights.

The Issuer has received the following total cash capital contributions from its Member(s): $\_\_\_\_\_${Capital\_Contributions\_A1}\_\_

The Issuer has sold the following securities (not including the Units sold in this Offering and the debt securities described in the subsection of this Offering Statement titled “Financial Condition of the Company: Existing Debt”):

${SECURITY\_NAME\_1}

${SECURITY\_AMOUNT\_INVESTED\_1}

|  |  |  |
| --- | --- | --- |
| Security | Amount Invested | Material Terms |
| ${SECURITY\_NAME\_1} | ${SECURITY\_AMOUNT\_INVESTED\_1} | ${SECURITY\_ITEM\_1} |
| ${SECURITY\_NAME\_2} | ${SECURITY\_AMOUNT\_INVESTED\_2} | ${SECURITY\_ITEM\_2} |

The Issuer has entered into the following contracts:

|  |  |  |  |
| --- | --- | --- | --- |
| Counterparty | Term or At-Will | General Purpose | Material Terms |
| ${COUNTERPARTIES\_NAME\_1} | ${COUNTERPARTIES AT\_WILL\_1} | ${COUNTERPARTIES PURPOSE\_1} | ${COUNTERPARTIES\_MATERIAL\_TERMS\_1} |
| ${COUNTERPARTIES\_NAME\_2} | ${COUNTERPARTIES AT\_WILL\_2} | ${COUNTERPARTIES PURPOSE\_2} | ${COUNTERPARTIES\_MATERIAL\_TERMS\_2} |
| ${COUNTERPARTIES\_NAME\_3} | ${COUNTERPARTIES AT\_WILL\_3} | ${COUNTERPARTIES PURPOSE\_3} | ${COUNTERPARTIES\_MATERIAL\_TERMS\_3} |

|  |  |  |  |
| --- | --- | --- | --- |
| Counterparty | Term or At-Will | General Purpose | Material Terms |
| ${COUNTERPARTIES\_NAME\_1} | ${COUNTERPARTIES AT\_WILL\_1} | ${COUNTERPARTIES PURPOSE\_1} | ${COUNTERPARTIES\_MATERIAL\_TERMS\_1} |
| ${COUNTERPARTIES\_NAME\_2} | ${COUNTERPARTIES AT\_WILL\_2} | ${COUNTERPARTIES PURPOSE\_2} | ${COUNTERPARTIES\_MATERIAL\_TERMS\_2} |
| ${COUNTERPARTIES\_NAME\_3} | ${COUNTERPARTIES AT\_WILL\_3} | ${COUNTERPARTIES PURPOSE\_3} | ${COUNTERPARTIES\_MATERIAL\_TERMS\_3} |

The Issuer has been party to the following transactions (including financial transactions not identified above, contracts, purchase or sale transactions or any other material transaction) in which any of the following persons had a direct or indirect material interest:

1. Any Manager of the Issuer;
2. Any Member who owned 20% or more of the Membership Interest in the Issuer; or
3. Any immediate family member of any of the foregoing persons.

|  |  |  |  |
| --- | --- | --- | --- |
| Person | Relationship to the Issuer | Nature of the Transaction | Nature of the Interest |
| ${RELATIONSHIP\_NAME\_1} | ${RELATIONSHIP\_TO\_ISSUER\_1} | ${RELATIONSHIP\_TRANSACTION\_NATURE\_1} | ${RELATIONSHIP\_NATURE\_INTEREST\_1} |
| ${RELATIONSHIP\_NAME\_2} | ${RELATIONSHIP\_TO\_ISSUER\_2} | ${RELATIONSHIP\_TRANSACTION\_NATURE\_2} | ${RELATIONSHIP\_NATURE\_INTEREST\_2} |
| ${RELATIONSHIP\_NAME\_3} | ${RELATIONSHIP\_TO\_ISSUER\_3} | ${RELATIONSHIP\_TRANSACTION\_NATURE\_3} | ${RELATIONSHIP\_NATURE\_INTEREST\_3} |

**FINANCIAL CONDITION OF THE COMPANY**

Financial Statements of the Company prepared in accordance with generally accepted financial principals are contained in Appendix A to this Offering Circular.

**Certification:**

I, ${MANAGING MEMBER}, certify that:

1. The financial statements of ${NAME} included in this Form are true and correct in all material respects; and
2. ${NAME}
3. has not yet filed any Federal or State tax return.

Sign: \_\_\_\_\_\_\_\_${SIGNATURE\_1}\_\_\_\_\_\_\_\_

${MANAGING MEMBER}

Managing Member

The following table sets forth summary information about the Company’s development expenses and current financial resources as of the date of this Offering Circular.

|  |  |  |  |
| --- | --- | --- | --- |
| Administrative expenses incurred since formation |  | $${EXPENSES\_A1} |  |
| Other expenses incurred since formation |  | $${EXPENSES\_A2} |  |
| Total Expenses |  |  | $${TOTAL\_EXPENSES\_A1} |
| Capital Contributions |  | $${Capital Contributions A1} |  |
| Loans Received |  | $${LOANS\_A1} |  |
| Cash Receipts |  |  | $${EXPENSES\_A5} |
| Cash Remaining on Hand |  |  | $${CASH\_REMAINING\_A1} |

***Existing Debt***

Describer the material terms of any debt owed by the Company:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Creditor | Amount | Interest Rate | Maturity Date | Other Material Terms |
| ${CREDITOR\_DEBT\_1} | ${OUTSTANDING\_DEBT\_1} | ${INTEREST\_RATE\_DEBT\_1}% | ${MATURITY\_DATE\_DEBT\_1} | ${MATURITY\_DATE\_DEBT\_1} |
| ${CREDITOR\_DEBT\_2} | ${OUTSTANDING\_DEBT\_2} | ${INTEREST\_RATE\_DEBT\_2}% | ${MATURITY\_DATE\_DEBT\_2} | ${MATURITY\_DATE\_DEBT\_2} |
| ${CREDITOR\_DEBT\_3} | ${OUTSTANDING\_DEBT\_3} | ${INTEREST\_RATE\_DEBT\_3}% | ${MATURITY\_DATE\_DEBT\_3} | ${MATURITY\_DATE\_DEBT\_3} |

***Anticipated Liquidity***

${ANTICIPATED\_LIQUIDITY\_DISCUSSION\_1}

${ANTICIPATED\_LIQUIDITY\_DISCUSSION\_2}

**Stakeholder Eligibility**

If you would have answered “Yes” to any of the following questions had the conviction, order, judgment, decree, suspension, expulsion or bar occurred or been issued after May 16, 2016, then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

With respect to ${NAME}, any Manager of ${NAME}, any beneficial owner of 20 percent or more of the Membership Interest in ${NAME}, any promoter connected with ${NAME} in any capacity at the time of such sale, any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with such sale of securities, or any general partner, director, officer or managing member of any such solicitor, prior to May 16, 2016:

## Has any such person been convicted, within 10 years (or five years, in the case of issuers, their predecessors and affiliated issuers) before the filing of this offering statement, of any felony or misdemeanor:

* 1. In connection with the purchase or sale of any security?

 Yes ${STAKEHOLDER ELIGIBILITY A1}

 No ${STAKEHOLDER ELIGIBILITY A1}

* 1. Involving the making of any false filing with the Commission?

 Yes ${STAKEHOLDER ELIGIBILITY A2}

 No ${STAKEHOLDER ELIGIBILITY A2}

* 1. Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities?

 Yes ${STAKEHOLDER ELIGIBILITY A3}

 No ${STAKEHOLDER ELIGIBILITY A3}

## If yes to any of the above, please explain:

${STAKEHOLDER ELIGIBILITY A4}

1. **Is any such person subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before the filing of the information required by Section 4A(b) of the Securities Act that, at the time of filing of this offering statement, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:**
   1. In connection with the purchase or sale of any security?

 Yes ${STAKEHOLDER ELIGIBILITY A5}

 No ${STAKEHOLDER ELIGIBILITY A5}

* 1. Involving the making of any false filing with the Commission?

 Yes ${STAKEHOLDER ELIGIBILITY A6}

 No ${STAKEHOLDER ELIGIBILITY A6}

* 1. Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities?

 Yes ${STAKEHOLDER ELIGIBILITY A7}

 No ${STAKEHOLDER ELIGIBILITY A7}

## If yes to any of the above, please explain:

${STAKEHOLDER ELIGIBILITY A8}

1. **Is any such person subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:**
2. At the time of the filing of this offering statement bars the person from:
   1. Association with an entity regulated by such commission, authority, agency or officer?

 Yes ${STAKEHOLDER ELIGIBILITY A9}

 No ${STAKEHOLDER ELIGIBILITY A9}

* 1. Engaging in the business of securities, insurance or banking?

 Yes ${STAKEHOLDER ELIGIBILITY A10}

 No ${STAKEHOLDER ELIGIBILITY A10}

* 1. Engaging in savings association or credit union activities?

 Yes ${STAKEHOLDER ELIGIBILITY A11}

 No ${STAKEHOLDER ELIGIBILITY A11}

## If yes to any of the above, please explain:

${STAKEHOLDER ELIGIBILITY A12}

1. **Is any such person subject to an order of the Commission entered pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act of 1940 that, at the time of the filing of this offering statement:**
2. Suspends or revokes such person’s registration as a broker, dealer, municipal securities dealer, investment adviser or funding portal?

 Yes ${STAKEHOLDER ELIGIBILITY A13}

 No ${STAKEHOLDER ELIGIBILITY A13}

1. Places limitations on the activities, functions or operations of such person?

 Yes ${STAKEHOLDER ELIGIBILITY A14}

 No ${STAKEHOLDER ELIGIBILITY A14}

1. Bars such person from being associated with any entity or from participating in the offering of any penny stock?

 Yes ${STAKEHOLDER ELIGIBILITY A15}

 NO ${STAKEHOLDER ELIGIBILITY A15}

## If yes to any of the above, please explain:

${STAKEHOLDER ELIGIBILITY A16}

1. **Is any such person subject to any order of the Commission entered within five years before the filing of this offering statement that, at the time of the filing of this offering statement, orders the person to cease and desist from committing or causing a violation or future violation of:**
2. Any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Investment Advisers Act of 1940 or any other rule or regulation thereunder?

 Yes ${STAKEHOLDER ELIGIBILITY A17}

 No ${STAKEHOLDER ELIGIBILITY A17}

1. Section 5 of the Securities Act?

 Yes ${STAKEHOLDER ELIGIBILITY A18}

 No ${STAKEHOLDER ELIGIBILITY A18}

## If yes to any of the above, please explain:

${STAKEHOLDER ELIGIBILITY A19}

1. **Is any such person suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade?**

 Yes ${STAKEHOLDER ELIGIBILITY A20}

 No ${STAKEHOLDER ELIGIBILITY A20}

## If yes to any of the above, please explain:

${STAKEHOLDER ELIGIBILITY A21}

1. **Has any such person filed (as a registrant or issuer), or was any such person or was any such person named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within five years before the filing of this offering statement, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is any such person, at the time of such filing, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued?**

 Yes ${STAKEHOLDER ELIGIBILITY A22}

 No ${STAKEHOLDER ELIGIBILITY A22}

## If yes to any of the above, please explain:

${STAKEHOLDER ELIGIBILITY A23}

1. **Is any such person subject to a United States Postal Service false representation order entered within five years before the filing of the information required by Section 4A(b) of the Securities Act, or is any such person, at the time of filing of this offering statement, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations?**

 Yes ${STAKEHOLDER ELIGIBILITY A24}

 No ${STAKEHOLDER ELIGIBILITY A24}

**If yes to any of the above, please explain:**

${STAKEHOLDER ELIGIBILITY A25}

**Other Material Information**

${MATERIAL INFORMATION DISCUSSION 1}

**Ongoing Reporting**

The Issuer will file a report electronically with the Securities & Exchange Commission annually and post the report on its website, no later than:

120 days after the end of each fiscal year covered by the report.

Once posted, the annual report may be found on the WealthFunding website under the offering’s Issuer Financial Information section at:

https:// .com

The Issuer must continue to comply with the ongoing reporting requirements until:

1. the Issuer is required to file reports under Section 13(a) or Section 15(d) of the Exchange Act;
2. the Issuer has filed, since its most recent sale of securities pursuant to this part, at least one annual report and has fewer than 300 holders of record;
3. the Issuer has filed, since its most recent sale of securities pursuant to this part, at least three annual reports and has total assets that do not exceed $10,000,000;
4. the Issuer or another party repurchases all of the securities issued in reliance on Section 4(a)(6) of the Securities Act, including any payment in full of debt securities or any complete redemption of redeemable securities; or
5. the Issuer liquidates or dissolves its business in accordance with state law.

**Appendices**

Appendix A. Financial Statements of ${NAME}.