

## WOEF1

## Term Sheet - Summary

MINIMUM INVESTMENT AMOUNT:	\$100,000
MAXIMUM OFFERING AMOUNT:	\$100,000,000
TERM:	Five (5) years
INVESTOR:	“Accredited Investors” only
THE FUND AND ITS OBJECTIVES:	Wings of Eagle Fund I, LLC is a California limited liability company. The LLC was formed to provide Investors with an opportunity to invest in a socially and environmentally responsible fund, whose goal is to transform under and un-useable properties into cash flowing assets, while contributing to the betterment of communities, a greener sustainable environment, and adding socially responsible developments to prime and secondary communities. Primary focus will be Brownfield sites in California and Georgia
THE MANAGER OF LLC:	The Manager will be Wings of Eagle Management, LLC.
THE OFFERING:	Two (2) classes of Membership Interests in the LLC in the maximum aggregate amount of One Hundred Million Dollars (\$100,000,000). The Two (2) classes of Membership Interests shall be identified as “Class A Membership Interests” and “Class B Membership Interests”. The minimum investment amount per Investor is One Hundred Thousand (\$100,000)
CAPITALIZATION:	The LLC will be funded with equity of a maximum of One Hundred Million Dollars (\$100,000,000)
DISTRIBUTION OF PROFITS:	Members will be eligible for quarterly distributions of the LLC’s earnings. Due to the nature of the LLC’s investment strategy, payment of the Preferred Return for the Class A Members and Class B Members shall be deferred until the earlier of (a) Twenty-Four (24) months from the date of this Memorandum, or (b) within Thirty (30) of stabilization of properties acquired by the LLC (See “Terms of the Offering)
PREFERRED RETURN:	<p>Class A Membership Interests an annualized Preferred Return of Eight Percent (8%) of their capital investment; and Class B Membership Interests an annualized Preferred Return of Twelve Percent (12%) of their capital investment. This Preferred Return will be payable prior to any profit participation. Class A Members will have priority.</p> <p>Any income in excess of the Preferred Return shall be distributed to the Members on a quarterly basis as follows: Fifteen Percent (15%) of the Net Profits of the LLC to the Class A Members, Twenty Percent (20%) to the Class B Members on a pro- rata basis. (See “Terms of the Offering – Cash Distributions)</p>
LOSS RESERVE:	A loss reserve equal to one percent (1%)
WITHDRAWAL:	Members who invest in the LLC may not withdraw their capital until they have been members of the LLC for at least Twenty-Four (24) months. (See “Operating Agreement – Withdrawal)