Summary Term Sheet

Gaia Ventures III, LLC

Opportunity

Gaia Ventures III, LLC (the "**Company**") is raising capital to renovate an existing national registered historic building and developing a new adjacent 5 story building. The two buildings combined will create a boutique hotel and private member's club located at 1819 NW Everett Street in Portland, Oregon. Plans are for the hotel and club to be named Sous La Rose and to operate as a luxury boutique hotel with 67 guest rooms and a private members club including a spa, café, fitness studio, library, coworking lounges, bars, and a refined restaurant (the "**Project**").

The Company intends to use the proceeds from this Offering to fund the development of the Project. The Company also expects to fund the development from raising $40M from an affiliate EB-5 offering and from PACE construction loans. The development plans, and other entitlements are currently owned by an affiliate, Gaia Ventures I, LLC ("**GVI**"). Upon funding the development, the Company's Manager will contribute the proceeds of the offerings to GVI, a wholly owned subsidiary of the Company.

Project Development

The historic building to be renovated into the Project is already under contract. The City of Portland Land Use Services has already approved the planned development in a historic building. The Company will renovate the historic building and convert it into a private members club and construct a new extension that will house 67 hotel guest rooms accommodation. Feasibility studies, design plans, and appraisals have already been conducted.

Offering Terms	We are offering Class C Units (the "**Units**") issued by the Company for $1,000.00 per Unit. The minimum investment is $100,000.00 and we expect to raise $10,000,000 from this Offering. The Offering is made pursuant to Regulation 506(c) and is only being offered to accredited investors as defined in Rule 501(a) of Regulation D of the Securities Act of 1933.

Preferred Return	Class C Unitholders will be entitled to a cumulative, non-compounded return equal to fifteen percent (15%) per annum calculated on the unreturned balance of the Capital Contributions until a Refinancing Event or Capital Event at which point the entire accrued but unpaid Class C Preferred Return shall be due and payable to the Class C Members pro-rata pursuant to their Class C Percentage Interest. Prior to a Refinancing Event or Capital Event, Class C Members shall be entitled to receive annual distributions of fifty percent (50%) of the accrued and unpaid Class C Preferred Return (i.e. annual 7.5%) from distributions of Net Cash From Operations pro-rata pursuant to their Class C Percentage Interest. See Section "**Distributions Rights**" below for additional information on priority of Distributions including the Preferred Return.
Management of the Company	The company is managed by SAL HC Manager LLC (the "Manager") who operates the Company pursuant to an Operating Agreement. The Manager has absolute powers to operate the business of the Company. Class C Unitholders do not carry voting rights and shall only have authority to vote specific decisions authorized in various provisions detailed in the Operating Agreement of the Company. Class C Unitholders do not have the right to amend the Operating Agreement.

<u>Management Bios</u>	*Tanya Toby, Managing Partner* Ms. Toby specializes in syndications and equity capitalization of residential and commercial developments & income properties, with a solid history of global success since 1997. She has a proven track-record with over 5,000 residential units, including apartment communities, condominiums and successful land assemblage designated for residential mixed-use masterplans and hospitality developments. Ms. Toby is recognized for her expertise in identifying market trends, asset management, buyouts, structuring profitable development deals and sees the investments though to successful exits on behalf of the company's investors, delivering significant returns to our equity partners. *Max A. Sass, Managing Partner* Mr. Sass has orchestrated and successfully executed residential & commercial projects in the past decade. Max was introduced to real estate development through his late father, David Sass, through which he developed an enthusiasm for the industry. Max has participated in a multitude of new construction developments of multifamily residential buildings with both for sale and rental product and hospitality. Max takes great pride in tackling the ever-growing housing market and is currently in the process of bringing over 600 residential units to market and mixed use hospitality. *Yoav Gueron, Managing Partner* Mr. Gueron has been an entrepreneur for over two decades. After serving honorably as a Captain in the Special Forces, he set out to pursue entrepreneurship full time, establishing and operating several multimillion-dollar global ventures and real estate projects, among others he was responsible for establishing a construction and restoration franchise with over 100 locations. With a proven track record for making businesses expand under any circumstance, Mr. Gueron was brought on as Managing Partner for the company to expand its operation activity with his outstanding expertise.

Management Compensation	***Development Management Fee*** *(Pre-Construction and Construction)* Pursuant to a Management Compensation Agreement, the Manager will receive a Development Management Fee equal to five percent (5%) of the total Project Cost, to be used to pay (i) the management salaries, (ii) a third party construction management company engaged by the Manager, and (iii) other purposes as outlined in the Manager Operating Agreement and Management Compensation Agreement. Payment of the Development Management Fee shall commence after the closing of the Property acquisition , and shall continue during the construction phase of the Project based on a good faith estimate of Project Costs. ***Asset Management Fee***. *(Substantial Completion and Operations)* Upon Substantial Completion of the Project and start of Project operations, the Manager shall receive an annual asset management fee of four percent (4%) of the gross revenue from the Project.. The Asset Management Fee shall be paid to the Manager as and when determined by the Manager in its discretion, and shall be used to pay the **salaries** of the Managers and other support employees involved in the daily management of the Project, as outlined in the Manager Operating Agreement and the Management Compensation Agreement. ***Marketing/Exit Fee***. The Manager will receive a fee equal to two percent (2%) of the gross sales price of any portion of the Property sold by GV1, as outlined in the Manager Operating Agreement (the "**Marketing/Exit Fee**"). Manager shall manage the marketing of the Property on behalf of GV1, and GV1 shall pay the costs of marketing or the commissions, if any, due to any third party brokers or agents in the event of a sale or disposition. ***Acquisition Fee.*** Upon the acquisition and closing of the Property, the Manager will receive an acquisition fee equal to ten percent (10%) of the purchase price of the Property.
Distribution Rights	The Manager is authorized to declare distributions from 1) Net Cash Flow from Operations; 2) Refinancing Events; and 3) Capital Events. See Section 1 and Section 8 of the Operating Agreement. All capitalized terms are further defined within Section 1 of the Operating Agreement.

Net Cash Flow From Operations	The Manager may distribute Net Cash Flow From Operations, in the following order of priority: (1) First, to the Class A Member and Class C Members, pro rata in proportion to the accrued and unpaid Class A Preferred Return and the accrued and unpaid Class C Preferred Return (15% of the Class C Member's Contribution) until the Class A Member has received the Class A Preferred Return and the Class C Members have received up to a maximum of fifty percent (50%) of the Class C Preferred Return on such Class C Members' Capital Contributions on a cumulative basis; (2) Thereafter, in the amount of the Class A Percentage to Class A Members pro rata in proportion to their Class A Percentage Interests; and in the amount of the Class B Percentage to Class B Members pro rata in proportion to their Class B Percentage Interests.
Refinancing Event Proceeds	The Manager may distribute Refinancing Event Proceeds, in the following order of priority: (1) First, to the Class A Member and Class C Members, pro rata in proportion to their accrued and unpaid Class A Preferred Return and Class C Preferred Return until the Class A Member has received the Class A Preferred Return and Class C Members have received the Class C Preferred Return on such Class A Member's or Class C Member's Capital on a cumulative basis; (2) Second, to the Class A Member until the Class A Member has received a return of all Capital Contributions made by the Class A Member on a cumulative basis; (3) Third, to the Class C Members, pro rata until the Class C Members have received a return of all Capital Contributions made by the Class C Members (4) Thereafter, in the amount of the Class A Percentage to Class A Members pro rata in proportion to Class A Percentage Interests; and in the amount of the Class B Percentage to Class B Members pro rata in proportion to Class B Percentage Interests.

Capital Event Proceeds	The Manager may distribute Capital Event Proceeds in the following order of priority: (1) First, to the Class A Member and Class C Members, pro rata in proportion to their accrued and unpaid Class A Preferred Return and Class C Preferred Return until the Class A Member has received the Class A Preferred Return and Class C Members have received the Class C Preferred Return on such Class A Member's or Class C Member's Capital Contributions on a cumulative basis; (2) Second, to the Class A Member until the Class A Member has received a return of all Capital Contributions made by the Class A Member on a cumulative basis; (3) Third, to the Class C Members, pro rata until the Class C Members have received a return of all Capital Contributions made by the Class C Members on a cumulative basis; (4) Thereafter, in the amount of the Class A Percentage to Class A Members pro rata in proportion to Class A Percentage Interests; and in the amount of the Class B Percentage to Class B Members pro rata in proportion to Class B Percentage Interests.
Limits on Transferability	There is limited liquidity and limited transferability for Class C Unitholders. Class C Unitholders are subject to Rights of First Offer, Rights of First Refusal, limited withdrawal rights, and Manager approval for transfers. There are no redemption rights.

The Company's Managers have provided all of the information stated herein. The Company makes no express or implied representation or warranty as to the completeness of this information or, in the case of projections, estimates, future plans, or forward looking assumptions or statements, as to their attainability or the accuracy and completeness of the assumptions from which they are derived, and it is expected that each prospective investor will pursue his, her, or its own independent investigation. It must be recognized that estimates of the Company's performance are necessarily subject to a high degree of uncertainty and may vary materially from actual results. This Term Sheet has been prepared solely for the information of the person to whom it has been delivered by or on behalf of the Company. Distribution of this Term Sheet to any person other than the prospective investor to whom this Term Sheet is delivered by the Company and those persons retained to advise them with respect thereto is unauthorized. Any reproduction of this Term Sheet, in whole or in part, or the divulgence of any of the contents without the prior written consent of the Company is strictly prohibited. This is not an offer to purchase securities as such an offer can only be made through the Company's Private Placement Memorandum. Securities are being offered under the Regulation D 506(c) exemption and the offering is available to only accredited investors.

For Further Information

Interested investors may request to view the Company's Private Placement Memorandum using the investment portal here: www.invest.foundersdevelopments.com.