

2021 INVESTMENT PACKAGE

Regulation-S Information & Application



James Masterbuilt Homes Zero Net
Energy, Smart Home Developer (U.S.A.) of
Pennsylvania

Welcome

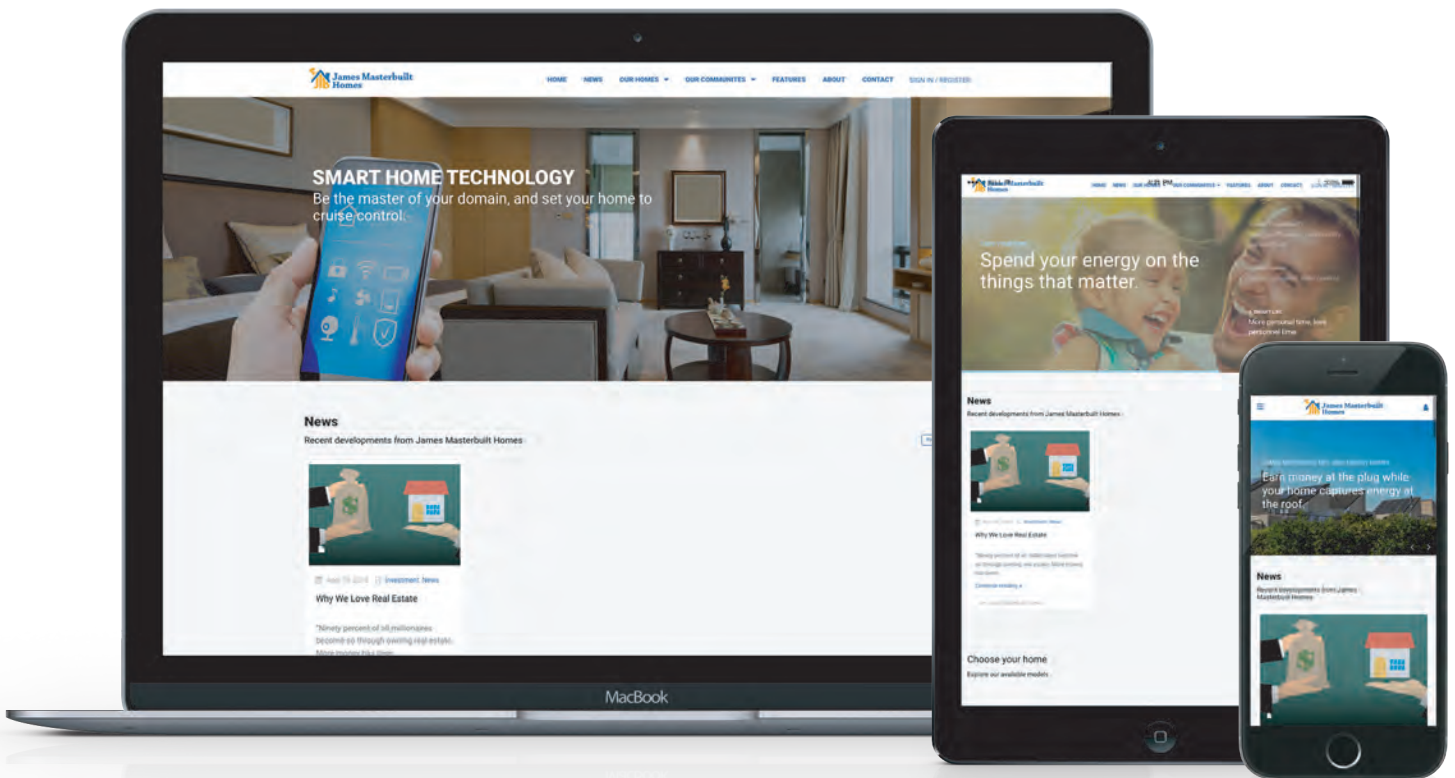
FROM JAMES MASTERBUILT HOMES

Thank you, and welcome to James Masterbuilt Homes! You received this packet in response to your interest in our Net-Zero Energy, Smart Homes! Please review the documents and do your best to fill out the forms included.

Feel free to call **(724) 970-2372** if you need any assistance or have any questions.

Subscribe to our website

Visit www.jamesmasterbuilthomes.com for more information regarding our available smart homes and smart communities.



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FROM JAMES MASTERBUILT HOMES

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1 Offering Memorandum

08/10/2021

THIS CONFIDENTIAL OFFERING MEMORANDUM IS A FINANCIAL PROMOTION PURSUANT TO SECTION 21 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 ("FSMA") AS AMMENDED BY THE FINANCIAL SERVICES ACT 2012 AND THE BANK OF ENGLAND AND FINANCIAL SERVICES ACT 2016. THE CONTENT OF THIS PROMOTION HAS NOT BEEN APPROVED BY AN AUTHORIZED PERSON WITHIN THE MEANING OF FMSA. RELIANCE ON THIS PROMOTION FOR THE PURPOSE OF ENGAGING IN ANY INVESTMENT ACTIVITY MAY EXPOSE AN INDIVIDUAL TO A SIGNIFICANT RISK OF LOSING ALL OF THE PROPERTY OR OTHER ASSETS INVESTED.

THIS CONFIDENTIAL OFFERING MEMORANDUM RELATES TO AN OFFERING OF SECURITIES IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED HEREIN) PURSUANT TO REGULATION S UNDER THE UNITED STATES 1933 ACT OF 1933, AS AMENDED.

NONE OF THE SECURITIES TO WHICH THIS CONFIDENTIAL OFFERING MEMORANDUM RELATES HAVE BEEN REGISTERED UNDER THE 1933 ACT OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED HEREIN) EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN ACCORDANCE WITH THE 1933 ACT.

CONFIDENTIAL OFFERING MEMORANDUM

August 10, 2021

SHARES OF COMMON STOCK OF

**JAMES MASTERBUILT HOMES, INC.,
A PENNSYLVANIA CORPORATION**

Offeree _____

Memorandum No. _____

CONFIDENTIAL OFFERING MEMORANDUM

August 10, 2021

JAMES MASTERBUILT HOMES, INC.,
A Pennsylvania corporation

The offering of Shares of Common Stock

Offering Price: 12.50 dollars per share

Minimum Subscription: 8,000 shares

Maximum Aggregate Offering Amount: 2,000,000 shares

JAMES MASTERBUILT HOMES, INC.

110 Delaware Ave.
Uniontown, Pa 15401
(724) 970-2372

This Confidential Offering Memorandum is furnished on a confidential basis in connection with a private placement offering by James Masterbuilt Homes, Inc., a Pennsylvania corporation, of shares of its Common Stock.

IMPORTANT LEGAL NOTICES, LIMITATIONS AND RESTRICTIONS

THE SHARES OFFERED PURSUANT TO THIS CONFIDENTIAL OFFERING MEMORANDUM INVOLVE A HIGH DEGREE OF RISK AND ARE SUBJECT TO SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY AND RESALE AND SHOULD BE PURCHASED ONLY BY PERSONS WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT AND BEAR THE FINANCIAL RISKS OF INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. SEE "RISK FACTORS."

THIS CONFIDENTIAL OFFERING MEMORANDUM RELATES TO AN OFFERING OF SECURITIES IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED IN REGULATION S) PURSUANT TO REGULATION S ("REGULATION S") UNDER THE UNITED STATES 1933 ACT OF 1933, AS AMENDED (THE "1933 ACT").

NONE OF THE SECURITIES TO WHICH THIS CONFIDENTIAL OFFERING MEMORANDUM RELATES HAVE BEEN REGISTERED UNDER THE 1933 ACT OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN ACCORDANCE WITH THE 1933 ACT.

THE SHARES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. FEDERAL OR STATE SECURITIES LAWS IN RELIANCE UPON EXEMPTIONS THEREUNDER AND HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES AGENCY, NOR HAS THE U.S. SECURITIES AND EXCHANGE COMMISSION OR ANY SUCH AGENCY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY BY ANYONE IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO, TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION, OR TO ANY PERSON OTHER THAN THE PROSPECTIVE INVESTOR TO WHOM THIS CONFIDENTIAL OFFERING MEMORANDUM IS INITIALLY DELIVERED.

THERE IS NO PUBLIC OR OTHER MARKET FOR THE SHARES OFFERED HEREBY NOR MAY SUCH A MARKET EVER DEVELOP. SEE "RISK FACTORS – RISKS RELATED TO OUR COMMON STOCK – OUR COMMON STOCK IS ILLIQUID AND SHAREHOLDERS MAY BE UNABLE TO SELL THEIR SHARES." BECAUSE THE SHARES HAVE NOT BEEN REGISTERED UNDER THE 1933 ACT OR STATE SECURITIES LAWS, AN INVESTOR MAY BE REQUIRED TO RETAIN OWNERSHIP OF THE SHARES AND BEAR THE ECONOMIC RISK OF HIS OR HER INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE SHARES ARE OFFERED SUBJECT TO ACCEPTANCE OF OFFERS AND OTHER CONDITIONS SET FORTH IN THIS CONFIDENTIAL OFFERING MEMORANDUM AND THE RELATED SUBSCRIPTION AGREEMENT. THE COMPANY MAY REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART AND NEED NOT ACCEPT SUBSCRIPTIONS IN THE ORDER RECEIVED.

THIS CONFIDENTIAL OFFERING MEMORANDUM IS SUBMITTED TO PROSPECTIVE INVESTORS SOLELY IN CONNECTION WITH THE OFFERING OF THE SHARES AND MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE. BY ACCEPTING DELIVERY OF THIS MEMORANDUM, EACH PROSPECTIVE INVESTOR AGREES THAT IT WILL NOT DIVULGE ITS CONTENTS TO ANY PERSON, EXCEPT ITS LEGAL, TAX AND ACCOUNTING ADVISORS, AS APPROPRIATE, AND WILL RETURN IT WITH ALL RELATED DOCUMENTS TO JAMES MASTERBUILT HOMES, INC. OR ITS DESIGNEE UPON REQUEST IF IT DOES NOT AGREE TO PURCHASE ANY OF THE SHARES. ANY REPRODUCTION OR DISTRIBUTION OF THIS CONFIDENTIAL OFFERING MEMORANDUM WITHOUT THE PRIOR WRITTEN CONSENT OF JAMES MASTERBUILT HOMES, INC. IS PROHIBITED.

THE DISTRIBUTION OF THIS CONFIDENTIAL OFFERING MEMORANDUM AND THE OFFERING OF THE SHARES MAY BE RESTRICTED IN CERTAIN JURISDICTIONS. ANY PERSONS IN POSSESSION OF THIS CONFIDENTIAL OFFERING MEMORANDUM AND ANY PERSONS WISHING TO PURCHASE SHARES IN THE MANNER DESCRIBED IN THIS CONFIDENTIAL OFFERING MEMORANDUM MUST INFORM THEMSELVES OF, AND OBSERVE, ALL APPLICABLE LAWS AND REGULATIONS OF ANY RELEVANT JURISDICTIONS. PROSPECTIVE PURCHASERS OF SHARES SHOULD INFORM THEMSELVES AS TO THE LEGAL REQUIREMENTS GOVERNING THE PURCHASE OF SHARES AND ANY APPLICABLE EXCHANGE CONTROL REGULATIONS AND TAXES IN THE COUNTRIES OF THEIR CITIZENSHIP, RESIDENCE AND/OR DOMICILE.

TO ENSURE COMPLIANCE WITH UNITED STATES INTERNAL REVENUE SERVICE CIRCULAR 230, INVESTORS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES CONTAINED OR REFERRED TO IN THIS CONFIDENTIAL OFFERING MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY INVESTORS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THEM UNDER THE I INTERNAL REVENUE CODE; (B) SUCH DISCUSSION IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) PROSPECTIVE INVESTORS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

INVESTORS WHOSE INVESTMENT AUTHORITY IS SUBJECT TO LEGAL RESTRICTIONS SHOULD CONSULT THEIR LEGAL ADVISORS TO DETERMINE WHETHER AND TO WHAT EXTENT THE SHARES CONSTITUTE LEGAL INVESTMENTS FOR THEM.

COMMUNICATION OF THIS DOCUMENT WITHIN THE UNITED KINGDOM

The information contained in this document is confidential. It is supplied to you solely for your own information to help you evaluate James Masterbuilt Homes, Inc. and its business and is not to be used by you for any other purpose. This document may not be copied or further distributed to any person or published, in whole or in part, for any purpose.

This document is being, and will at all times be, circulated in the United Kingdom in reliance on the disapplication of section 21(1) of the Financial Services and Markets Act 2000 (“FSMA”) to financial promotions (as defined in the FSMA) issued within the parameters of various provisions of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 (“FPO”), as amended by the Financial Services Act 2012 and the Bank of England and Financial Services Act of 2016.

This document is exempt from the general restriction on the communication of invitations or inducements to engage in investment activity by persons who are not authorized by the United Kingdom's Financial Services Authority contained in section 21 of FSMA on the grounds that it is made only to person who falls within one or more of the following categories:

- investment professionals (as defined in Regulation 19(5) of the FPO);
- certified high net worth individuals (as defined in Regulation 48(2) of the FPO);
- high net worth companies, unincorporated associations etc. (as defined in Regulation 49(2) of the FPO);
- certified sophisticated investors (as defined in Regulation 50(1) of the FPO); and/or
- self-certified sophisticated investors (as defined in Regulation 50A(1) of the FPO).

Communications to Investment Professionals

A person is an investment professional if that person is authorized by the Financial Services Authority of the United Kingdom.

Communications to Certified High Net Worth Individuals

A person is a certified high net worth individual if that person has signed a statement of high net worth within the period of 12 months before this communication is made which complies with the requirements of Regulation 48(2) and Part 1 of Schedule 5 of the FPO.

Communications to High Net Worth Companies, Unincorporated Associations, etc.

An entity falls within Regulation 49(2) of the FPO if it is:

- a body corporate which has, or which is a member of a group in which an undertaking has, a called-up share capital or net assets of not less than (i) £500,000, where the body corporate has more than 20 members or is a subsidiary of an undertaking which has more than 20 members; or (ii) otherwise, £5 million;
- any unincorporated association or partnership which has net assets of not less than £5 million;
- the trustee of a high-value trust (as defined in the FPO); or
- otherwise as defined in Regulation 49(2) of the FPO.

Communications to Certified Sophisticated Investors

A person is a certified sophisticated investor if that person:

- has a current (i.e., no more than three years old) certificate in writing signed by an authorized person to the effect that he is sufficiently knowledgeable to understand the risks associated with the kind of investment described in this document;
- and has signed within the last year a statement as set out in Regulation 50(1)(b) of the FPO.

Communications to Self-Certified Sophisticated Investors

A person is a self-certified sophisticated investor if that person has signed a statement of sophistication, within the period of 12 months ending on the day on which this communication is made, which complies with the requirements of Regulation 50A(i) and Part II of Schedule 5 of the FPO.

As this Confidential Offering Memorandum has been circulated in reliance on the disapplication of Section 21(1) of the FSMA, the content of this Confidential Offering Memorandum has not been approved by an authorized person. Such approval would normally be required. Reliance on this Confidential Offering Memorandum for the purpose of engaging in any investment activity may expose you to a significant risk of losing all of any property invested or of incurring additional liability.

This Confidential Offering Memorandum is directed only to persons falling in the United Kingdom within the categories described above, and the investment described in this Confidential Offering Memorandum is available only to such persons. If you are in any doubt as to the matters contained in this Confidential Offering Memorandum, you should consult an authorized person specializing in advising on investments or other matters of the kind contained in this Confidential Offering Memorandum. No persons in the United Kingdom other than those described above should rely or act on the contents of this Confidential Offering Memorandum.

The information contained in this Confidential Offering Memorandum is subject to amendment, revision, further verification, and updating. No representation or warranty, express or implied, is made as to the fairness, accuracy or completeness of the information or opinions contained in this Confidential Offering Memorandum. Any decision to acquire securities of James Masterbuilt Homes, Inc. should be made solely on the basis of formal legal documentation to be prepared separately.

COMMUNICATION OF THIS CONFIDENTIAL OFFERING MEMORANDUM WITHIN NORWAY

The information contained in this Confidential Offering Memorandum is confidential. It is supplied to you solely for your own information to help you evaluate James Masterbuilt Homes, Inc. and its business and is not to be used by you for any other purpose. This Confidential Offering Memorandum may not be copied or further distributed to any person or published, in whole or in part, for any purpose.

This Confidential Offering Memorandum is being, and will at all times be, circulated in Norway in reliance on the disapplication of section 5-2 of the Norwegian Securities Trading Act (the "STA"), either because it is directed towards less than 100 individuals, or because it is directed at professional investors as defined in section 5-4, number 8 and corresponding resolution by the Norwegian Ministry of Finance 9 December 2005 number 1424 section 1.

Warning Notices

As this Confidential Offering Memorandum has been circulated in Norway in reliance on the disapplication of Section 5-2 of the STA, the content of this Confidential Offering Memorandum has not been subject to approval, inspection or registration by any authorities in Norway. Such approval would normally be required. Reliance on this Confidential Offering Memorandum for the purpose of engaging in any investment activity may expose you to a significant risk of losing all of any property invested or of occurring additional liability.

This Confidential Offering Memorandum is directed only to a limited number of persons and professional investors in Norway as described above, and the matters contained in this Confidential Offering Memorandum are available only to such persons. If you are in any doubt as to the matters contained in this Confidential Offering Memorandum you should consult an authorized person specializing in advising on investments or other matters of the kind contained in this Confidential Offering Memorandum. No persons other than those described above should rely or act on the contents of this Confidential Offering Memorandum.

The information contained in this Confidential Offering Memorandum is subject to amendment, revision, further verification, and updating. No representation or warranty, express or implied, is made as to the fairness, accuracy or completeness of the information or opinions contained in this Confidential Offering Memorandum. Any decision to acquire securities of James Masterbuilt Homes, Inc. should be made solely on the basis of format legal documentation to be prepared separately.

COMMUNICATION OF THIS CONFIDENTIAL OFFERING MEMORANDUM WITHIN DENMARK

This Confidential Offering Memorandum has not been filed with or approved by the Danish Financial Supervisory Authority or any other regulatory authority in Denmark. The shares offered hereby have not been offered or sold and may not be offered or sold or delivered directly or indirectly in Denmark by way of a public offering, unless in compliance with Chapter 6 or Chapter 12 of the Danish Securities Trading Act and Executive Orders including Executive Order No. 306 of 28 April 2005 issued pursuant thereto from time to time.

COMMUNICATION OF THIS CONFIDENTIAL OFFERING MEMORANDUM WITHIN THE NETHERLANDS

This Confidential Offering Memorandum has not been, and will not be, registered with or approved by the Netherlands Authority for the Financial Markets. Accordingly, this Confidential Offering Memorandum may not be made available, nor may the shares offered hereunder otherwise be marketed and offered or announced to be offered for sale in the Netherlands other than in circumstances where the offer is made in accordance with the exemptions contained in the exemption regulation pursuant to the Act on the Supervision of the Securities Trade 1995, as amended, and to less than 100 private individuals or legal entities who are not such professional market parties. Further, this Confidential Offering Memorandum does not comprise a prospectus for the purposes of the Act on the Supervision of the Securities Trade 1995.

**COMMUNICATION OF THIS CONFIDENTIAL OFFERING MEMORANDUM WITHIN
SWEDEN**

This Confidential Offering Memorandum has not, and will not be registered with or approved by the Swedish Financial Supervisory Authority. Accordingly, this Confidential Offering Memorandum may not be made available, nor may the shares offered hereunder otherwise be marketed and offered for sale in Sweden other than in circumstances where the offer is made in accordance with the exemptions contained in Chapter 2 Section 4 of the Financial Instruments Trading Act (as amended) (Sw lagen (1991:980) om handel med finansiella instrument) (the “Act”). This offer will only be made to qualified investors (as such term is defined in the Act) and to less than 100 identified persons in Sweden and to less than 100 investors in each member state within the EEA who in each case are not such qualified investors. Further, this Confidential Offering Memorandum does not comprise a prospectus for the purposes of the Act.

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to
Confidential Offering Memorandum
of
James Masterbuilt Homes, Inc.

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ADDITIONAL INFORMATION

Except as otherwise set forth in this Confidential Offering Memorandum, “the Company”, “JMB Homes”, “we”, “our” and “us” refer to James Masterbuilt Homes, Inc. We are registered to do business in the Commonwealth of Pennsylvania under the name “JMB Homes.” In addition, references herein to “this Memorandum” refer to this Confidential Offering Memorandum, and references to “this Offering” refer to the offering described in this Memorandum, as it may be amended or supplemented from time to time.

Our principal executive offices are located at 110 Delaware Ave., Uniontown, PA 15401, USA, and our telephone number is (724) 970-2372. Our website is www.jamesmasterbuilt.com. The information on our website is not part of this Memorandum.

The information set forth in this Memorandum should be read together with and is qualified in its entirety by reference to, the information contained in the appendix to this Memorandum. Prospective investors should read the documents attached in the appendix to this Memorandum in its entirety. Throughout the Offering, we will make available to each prospective investor and such investor's representatives and advisors, if any, the opportunity to ask questions and receive answers covering the terms and conditions of the Offering. Any such questions should be directed to Christopher E. Beimel at investor relations at James Masterbuilt Homes, Inc., 110 Delaware Ave., Uniontown, PA 15401, USA, by telephone at (724) 970-2372 or email at ir@jamesmasterbuilt.com. No other person has been authorized to give information or to make any representations concerning the Offering, and if given or made, such other information or representations must not be relied upon as having been authorized by us.

This Memorandum is a confidential document that we are providing only to prospective investors. You should read this Memorandum, including the appendix, before making an investment decision. You must not:

- use this Memorandum for any other purpose;
- make copies of any part of this Memorandum or give a copy of it to any other person; or
- disclose any information in this Memorandum to any other person.

We have prepared this Memorandum, and we are solely responsible for its contents. You are responsible for making your own examination of us, your own assessment of us and your own assessment of the merits and risks of investing in the shares of our Common Stock. You may contact us as described above if you need any additional information. By purchasing any shares of our Common Stock, you will be deemed to have acknowledged that:

- you have reviewed this Memorandum, including the appendix, in its entirety;
- you have had an opportunity to request any additional information that you need or desire from us; and
- no other party is responsible for or is making any representation to you concerning, our future performance or the accuracy or completeness of this Memorandum, including the appendix.

We are not providing you with any legal, business, tax or other advice in this Memorandum. You should consult with your own advisors as needed to assist you in making your investment decision and to advise you whether you are legally permitted to purchase shares of our Common Stock.

You must comply with all laws that apply to you in any place in which you buy, offer or sell any shares of our Common Stock or possess this Memorandum. You also must obtain any consents or approvals that you need in order to purchase any shares of our Common Stock. We are not responsible for your compliance with these legal requirements.

We are offering shares of our Common Stock in reliance on an exemption from the registration requirements of the 1933 Act. Pursuant to Regulation S under the 1933 Act ("Regulation S"), this exemption generally applies to offers and sales of securities in offshore transactions to persons who are not "U.S. Persons" (as defined in Regulation S). The shares of our Common Stock have not been recommended by any federal, state or foreign securities authorities, nor have any such authorities determined that this Memorandum is accurate or complete. Any representation to the contrary is a criminal offense.

The shares of our Common Stock being offered hereby are subject to restrictions on resale and transfer as described under "Transfer Restrictions." By purchasing any shares of our Common Stock, you will be deemed to have made certain acknowledgments, representations, and agreements as described in that section of this Memorandum. You may be required to bear the financial risks of investing in our Common Stock for an indefinite period of time. In evaluating an investment in shares of our Common Stock, prospective investors should consider, along with the other information set forth in this Memorandum, the specific factors set forth under "Risk Factors."

CONFIDENTIALITY

The information in this Memorandum is confidential and proprietary to us and is being submitted to prospective investors solely for such prospective investors' confidential use with the express understanding that, without our prior written permission, such prospective investors will not release this document, in whole or in part, or discuss any information contained herein other than with such prospective investors' legal, tax and accounting advisors or make reproductions of or otherwise use this Memorandum for any purpose other than evaluating a potential investment in the securities described herein. This Memorandum contains certain financial and other information concerning us which is material non-public information and should be treated as confidential. Receipt and acceptance of this Memorandum constitute the recipient's acknowledgment that the information contained herein will be maintained in strict confidence by the recipient. However, prospective investors may consult with their legal, tax and accounting advisors concerning the Offering and may discuss the contents of this Memorandum with such advisors. A prospective investor, by accepting delivery of this Memorandum, further agrees to promptly return to us at our request this Memorandum and any other documents or information furnished if the prospective investor elects not to purchase any of the securities described herein.

FORWARD-LOOKING INFORMATION

This Memorandum includes certain forward-looking information about us with respect to our anticipated future performance. Such forward-looking information is based upon various assumptions by our management that we believe were reasonable when made but may prove to be incorrect. In addition, the continuation and expansion of our business may be dependent upon the receipt of additional capital, of which there can be no assurance. All of such assumptions are inherently subject to significant economic and competitive uncertainties and contingencies beyond our control and upon assumptions with respect to future business decisions which are subject to change. Accordingly, there can be no assurance that actual results will meet expectations, and actual results may vary (perhaps materially) from certain of the results anticipated herein. See "Risk Factors" for a discussion of certain factors that may affect future results. We undertake no responsibility to update our forward-looking statements.

TERMS OF THE OFFERING

The following summary is intended only for quick reference and is not a complete presentation of all relevant facts to prospective investors. This Memorandum describes numerous aspects of the Offering that are material to prospective investors, including aspects summarized below, and the entire Memorandum should be read and understood by prospective investors prior to making any investment decision.

Issuer:	James Masterbuilt Homes, Inc., a Pennsylvania corporation
Capitalization:	Our capital structure from this offering consists of one class of Class A Common Stock. Our Common Stock is subject to the terms and conditions set forth in the Pennsylvania Corporation Law.
Securities Offered:	Shares of our Class A Common Stock, no par value per share. See "Description of Capital Stock."
Size of Offering:	Up to 2,000,000 shares of Class A Common Stock for a maximum aggregate total of 25,000,000 US Dollars.
Price per Share:	12.50 US dollars per share.
Minimum Investment:	8,000 shares per investor for a minimum aggregate sales price per investor of 12,500 U.S. dollars. Any purchases above the minimum investment must be made in 12.50 U.S.D. increments.
Closing:	On any date, as may be determined by us in our sole and absolute discretion, we will execute one or more Subscription Agreements that have been properly executed and delivered by prospective investors and accepted by us in our sole and absolute discretion. We will return to each relevant prospective investor one fully executed Subscription Agreement and one or more certificates evidencing the accepted amount of the prospective investor's subscription. Each such event is referred to in this Memorandum as a "Closing."

We will not be using an escrow agent in connection with any Closing. Until we have accepted any particular Subscription Agreement that has been properly executed and delivered by a prospective investor we will hold the prospective investor's funds that accompanied its Subscription Agreement.

The final Closing will occur no later than December 31, 2021 unless extended by us in our sole and absolute discretion. We may elect in our sole and absolute discretion to extend the date of the final "Closing" as late as December 31, 2021.

We may terminate the Offering at any time, including prior to the initial Closing, in our sole and absolute discretion. If the Offering is terminated before a Closing, any funds being held by us on behalf of a prospective investor that has properly executed and delivered a Subscription Agreement will be returned to the applicable prospective investors without any interest.

Investor Requirements:

Prospective investors must not be "U.S. Persons" as defined in Regulation S under the 1933 Act. Prospective investors also are required to execute certain investor suitability certifications and questionnaires as determined to be necessary or advisable by us in our sole and absolute discretion. See "Investor Suitability Standards."

Use of Proceeds:

The net proceeds received by us from the Offering will be used for working capital and other general corporate purposes, including payment of professional fees. See "Use of Proceeds Table."

Transfer Restrictions:

The shares of Common Stock offered in the Offering are being offered subject to exemptions from U.S. federal and state securities registration requirements and have not been registered under the 1933 Act or applicable state securities laws. Therefore, the shares offered in the Offering may not be transferred or resold except as permitted under the 1933 Act and applicable state securities laws. In particular, the shares being offered in the Offering may not be offered or sold in the United States or, directly or indirectly, to U.S. Persons, as that term is defined in Regulation S under the 1933 Act, except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act.

Acceptance of Subscriptions:

Each prospective investor who wishes to purchase shares of our Common Stock in the Offering is required to execute and deliver a Subscription Agreement and such other investor suitability certifications or questionnaires as determined to be necessary or advisable by us in our sole and absolute discretion. Upon subscription, each prospective investor must pay the aggregate purchase price for the shares of our Common Stock for which the prospective investor is subscribing. Pursuant to the applicable Subscription Agreement, each prospective investor will represent that such prospective investor satisfies the suitability standards for investment in the shares of our Common Stock offered in the Offering. See “Investor Suitability Standards.” We reserve the sole right to accept or reject, in whole or in part, any proposed purchase of shares of our Common Stock offered in the Offering for any reason.

Subscription Agreement:

Any purchase of shares of our Common Stock in the Offering will be subject to the terms and conditions of a Subscription Agreement. A form of the Subscription Agreement will be supplied to each prospective investor that expresses interest in the Offering and meets certain investor suitability standards. See “Investor Suitability Standards.”

Fees and Expenses:

Each prospective investor will pay their own fees and expenses incurred in connection with the Offering, and we will pay our own fees and expenses incurred in connection with the Offering.

Risk Factors:

An investment in shares of our Common Stock involves a high degree of risk, is subject to substantial restrictions on transferability and resale and should be made only by persons who can afford to lose their entire investment and bear the financial risk of investment for an indefinite period of time. See “Risk Factors.”

Exclusive Offering Documents:

This Memorandum, including the corresponding appendix, and the related Subscription Agreement and investor suitability certifications and questionnaires are the only documents being used to offer and sell shares of our Common Stock in the Offering. Except as otherwise expressly provided in this Memorandum, prospective investors must not rely upon any other information, either written or oral, in connection with any decision to participate in the Offering.

Placement Agent:

We may engage a placement agent that is registered with the National Association of Securities Dealers, Inc. to aid us in selling shares of our Common Stock offered hereby. We also may pay finder’s fees to individuals or entities, provided such payment can lawfully be made.

USE OF PROCEEDS

We will use the net proceeds from the Offering for working capital and other general purposes, including the repayment of old debt and payment of professional fees. If we accept subscriptions for the maximum number of shares of our Common Stock being offered in the Offering, the gross proceeds to us will be 25,000,000 dollars. See “Use of Proceeds Table.”

MARKET FOR OUR SECURITIES

The sale of shares of both our Common Stock and Convertible Preferred Stock in the Offering will not be registered with the U.S. Securities and Exchange Commission or any state securities authority, and such shares of our Common Stock will not be listed for trading on any securities exchange or quoted on any inter-dealer quotation system. Accordingly, such shares of our Common Stock may be transferred only in accordance with applicable securities laws, including the registration requirements thereunder or exemption therefrom.

CAPITALIZATION

We have authorized up to of 100,000,000 shares of Common Stock and 10,000,000 shares of Convertible Preferred Stock. As of the date of this Memorandum, [23,232,575] shares of our Common Stock are issued and outstanding and [0] shares of our Convertible Preferred Stock are issued and outstanding.

Our authorized capital stock may be increased with the prior approval of our Board of Directors and our shareholders. We may be required to raise additional funds in the future in order to implement our business initiatives. Pennsylvania law permits us to issue authorized and unissued shares in the discretion of our Board of Directors. Our Board of Directors may fix or alter the rights, preferences, privileges, and restrictions granted to or imposed upon the shares, and the number of shares constituting any series of the shares and the designation thereof. The rights, privileges, preferences, and restrictions of any such other securities may be subordinated to, pari passu with (including provisions regarding liquidation and acquisition preferences, redemption and/or approval of matters by vote or written consent), or senior to any of the shares of our Common Stock issued to date or any future class or series of preferred or common shares issues, at the discretion of our Board of Directors.

OUR BUSINESS

James Masterbuilt Homes, Inc., operates a Net-Zero Energy, Smart Home Development Company. Net- Zero Energy is a term used in the solar home industry, describing the net-zero effect of energy used versus energy produced. The company is located in Uniontown, Pennsylvania and has been in business since 1995. The company changed its focus during the real estate bubble in 2008. The company started a Research and Development arm specializing in net-zero energy products and software. The results of which were several patent-pending products including a registered trademark for our proprietary software; Your Energy Saving System (YESS). All of which will be included in the first of its kind net-zero energy (NZE) smart home development; George’s Colonial Estates. JMB Homes has also targeted future development locations in all 50 states and Europe within the next 12 months.

MANAGEMENT

Our management team is a key component in our growth, combining 10 years of R&D and over 100 years of combined building experience. JMBH is developing the future of homebuilding in its net-zero energy smart home developments. In today's ever-changing marketplace, experience, leadership, and timing are vital in order to capitalize. Our management's unparalleled dedication to excellence is focused on our technology, expanding our housing and land acquisitions, establishing future sales and rental services in developing new revenue streams with the highest quality assurance and customer care for our net-zero energy smart home developments.

President– Christopher E. Beimel

Chris Beimel comes to James Masterbuilt Homes, Inc. with over 32 years of experience in investment banking and real estate development. As President, he will oversee the entire operation of Smart Net-Zero Energy Technology and Net-zero energy smart home developments. While directing this effort, Mr. Beimel will introduce our patent pending technologies in our developments. In addition, he will manage the web development team, and spearhead the global marketing efforts. For the past eleven years he has served on JMBH Board of Directors.

Prior to joining JMB, Mr. Beimel served as executive director and founder of US Home Mortgage Inc. His area of expertise in banking and commercial and residential real estate with a focus on Net-Zero energy and Ultra Smart Home technology™.

Chris maintains active involvement in several community service and charitable organizations and is the founder of two non-profit charities. He is very active in his church and spends as much time as he can with his four children.

Board of Directors – Carl Baker

Mr. Baker is the Chairman of the Board of The Harvard Design Group Ltd. He brings over 30 years of design and management experience and has directed several billion dollars in construction projects. He holds a degree from Carnegie Mellon University, has studied design management and business development from the Pennsylvania State University and Geneva College and has also studied management at the Massachusetts Institute of Technology.

Mr. Baker is the son of Michael Baker, Jr. and founder of the Michael Baker Corporation, which is recognized as one of the premier engineering and survey firms in the U.S. and trades on the American Stock Exchange under the symbol, "BKR." He is most recognized for his contribution to the construction of the Citicorp Headquarters in New York City and also the project developer for the Seattle Space Needle in Seattle, Washington.

FINANCIAL MATTERS

In January 2008, we issued promissory notes in the aggregate principal amount of \$850,000. Amounts owed by us under the promissory notes become due and payable on December 31, 2021. Interest under the promissory notes accrues at 10%. Each party to which we issued a promissory note is entitled to receive one share of our Common Stock for each dollar loaned and evidenced by such promissory notes. In connection with the issuance of the promissory notes, we granted certain registration rights to holders of the promissory notes. We have also used short-term investments to further the business. All loans come due in 2022. 3-million dollars of total Debt to be re-paid by January 1, 2022.

DESCRIPTION OF CAPITAL STOCK

General

We are authorized to issue a total of 100,000,000 shares of Common Stock. As of the date of this Memorandum, [20,232,575] shares of Common Stock are issued and outstanding and 0 shares of Convertible Preferred are outstanding. In addition, we are authorized to offer 10,000,000 shares of Convertible Preferred Stock with [0] shares issued and outstanding. The following description of our capital stock is subject to our Articles of Incorporation and to the applicable provisions of Pennsylvania law.

Common Stock

The holders of our Common Stock are entitled to one vote per share on all matters to be voted upon by our shareholders. Subject to preferences that may be applicable to any outstanding preferred stock issued in the future, the holders of our Common Stock are entitled to receive ratably such dividends, if any, as our Board of Directors may declare from time to time out of funds legally available for that purpose. In the event of our liquidation, dissolution or winding up, the holders of our Common Stock are entitled to share ratably in all assets remaining after payment of liabilities, subject to the priority of Preferred stock, if any, then outstanding. Our Common Stock does not have preemptive or conversion rights or other subscription rights. There are no redemption or sinking fund provisions applicable to our Common Stock.

Preferred Stock

Our Articles of Incorporation have been amended to authorize the issuance of, Preferred Stock. As of this date, the Preferred Stock offering has not been issued. The rights, preferences, and privileges of such stock may be greater than the rights of our Common Stock. It is not possible to state the actual effect of the issuance of any shares of preferred up to the rights of the holders of our common stock until we authorize preferred stock if we do so in the future and determine the specific rights of any preferred stock be issued. However, the effects might include, among other things:

- restricting dividends on our Common Stock;
- diluting the voting power of our Common Stock;
- impairing the liquidation rights of our Common Stock; or
- delaying or preventing a change in control of the Company without further action by the holder

As of the date of this Memorandum, no shares of preferred stock are authorized or outstanding, and we have no present plans to issue any shares of preferred stock. Any issuance of preferred stock may require an amendment to our Articles of Incorporation, which requires the approval of our Board of Directors and our shareholders.

TRANSFER RESTRICTIONS

Because the offer and sale of the shares of our Common Stock offered hereby will not be registered under the 1933 Act or the securities laws of any state or any other jurisdiction, the shares of our Common Stock offered hereby are subject to restrictions on transferability and resale.

In addition, each purchaser of shares of our Common Stock offered hereby must acknowledge and represent in its respective Subscription Agreement that:

- the purchaser acknowledges that we have not undertaken, and will have no obligation, to register any of the shares of our Common Stock under the 1933 Act;
- the purchaser will not acquire shares of our Common Stock as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the 1933 Act) in the United States in respect of any of such shares, which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of any of the shares; provided, however, that the purchaser may sell or otherwise dispose of any of the shares pursuant to registration thereof under the 1933 Act and any applicable state securities laws or under an applicable exemption from such registration requirements;
- none of the shares of our Common Stock are listed on any stock exchange or automated dealer quotation system, and no representation has been made to the purchaser that any of the shares of our Common Stock will become listed on any stock exchange or automated dealer quotation system at any time in the future;
- we will refuse to register any transfer of the shares not made in accordance with the provisions of Regulation S, or pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption therefrom;
- the purchaser is familiar with and understands the terms of Regulation S and has had the opportunity to consult with its legal counsel concerning the Subscription Agreement and Regulation S;
- the purchaser is acquiring the shares of our Common Stock for investment only and not with a view to resale or distribution and, in particular, it has no intention to distribute either directly or indirectly any of the shares in the United States or to U.S. Persons (as defined in Regulation S);
- the purchaser is not an underwriter of, or dealer in, the shares of our Common Stock, nor is the purchaser participating, pursuant to a contractual agreement or otherwise, in the distribution of the shares; and
- the purchaser (i) is able to fend for him/her/itself; (ii) has such knowledge and experience in business matters as to be capable of evaluating the merits and risks of its prospective investment in the shares of our Common Stock; and (iii) has the ability to bear the economic risks of its prospective investment and can afford the complete loss of such investment.

RISK FACTORS

An investment in shares of our Common Stock involves a number of very significant risks. You should carefully consider the following risks and uncertainties in addition to other information in this Memorandum in evaluating our Company and our business before purchasing shares of our Common Stock. Our business, operating results and financial condition could be seriously harmed due to any of these risks. The risks described below are not the only ones facing our Company. Additional risks not presently known to us or that we currently do not believe to be material may also impair our business operations. You could lose all or part of your investment due to any of these risks.

Risks Associated with Our Company

We have a limited or no history of operations in certain areas of the U.S. We may not be able to successfully implement our business plan, our business may fail and investors could lose all of their investment in our Company.

We have a limited or no history of operations in certain areas of the United States. We have been in research and development the Net-Zero Energy Smart home business and have only just begun to enter the sales of these homes and developments using our patent-pending technology. Accordingly, our operations are subject to the risks inherent in the establishment of a new business enterprise, including access to capital, successful implementation of our business plan and limited revenue from operations. Also, there is no way for potential investors to analyze an investment in our Company based on prior performance. We may experience net losses for the foreseeable future. We have and will continue to incur significant costs, including the issuance of shares of our Common Stock as one form of payment, in researching, acquiring land or developing interests in real estate projects. We may not be able to sell or lease any or all of our interests. If we are able to sell or lease our interests in the new home Net-Zero Energy Smart home construction and developments. It will likely take some time and may not bring us the projected profit. We will require additional financing in order to fund our investment activities and our monthly overhead. There can be no assurance that we will be able to obtain the additional financing we require or be able to obtain such additional financing on terms favorable to our Company. Because of our limited history of operations, losses, lack of revenue and need for additional financing, we may not be able to successfully implement our business plan, our business may fail and investors could lose all of their investment in our Company.

Our business requires significant expenditures which we must make before realizing any revenues, and we may have problems financing our operations. If we are unable to obtain the additional financing we need, we may go out of business and investors would lose all of their investment in our Company.

The development of our business will require us to make significant expenditures, including the issuance of shares of our Common Stock as one form of payment before any revenues, are recognized. We will continue to incur significant expenditures in connection with the acquisition, development, and sale of our net zero energy homes. Accordingly, our capital requirements will be obtained through additional financing. There can be no assurance that any required additional financing will be available to us or that any additional financing will not materially dilute the ownership of our shareholders. If we are unable to obtain the additional financing we need on terms we can accept and pay, we may go out of business, and investors would lose all of their investment in our Company.

Because our executive officers and directors control approximately 80% of the currently outstanding shares of our Common Stock, new investors will have little or no control over our management or other matters requiring shareholder approval, which will frustrate shareholders' attempts to change the management of the Company.

Our officers and directors currently beneficially own approximately 80% of the outstanding shares of our Common Stock. Other investors will have little or no control over our management or other matters requiring shareholder approval. This will frustrate shareholders' attempts to change the management of the Company.

We depend on our key senior management.

Our success depends in part on the continued service of our key senior management and on our ability to continue to attract, motivate and retain highly qualified employees. We believe that the experience of our management team provides us with a competitive advantage over other industry participants. If we lose one or more of our key senior executives and do not replace them with other competent executives, our business, financial condition and results of operations may be materially adversely affected. We do not maintain key man life insurance for any of our senior managers.

Risks Associated with Our Business

The homebuilding industry has experienced severe downturns in the past that may adversely affect our business and results of operations if such a downturn were to occur.

Since 2017, many of our served markets and the U.S. homebuilding industries as a whole experienced a significant and sustained increase in demand for new homes. There is no guarantee this increase will continue.

We can provide no assurances that the homebuilding or markets will continue to sustain the strength of the last 2 years.

Our assumptions about our future performance may be wrong. If we do not obtain the resale or lease amounts that we predict and fail to earn a profit on any or all of our investments, our business could fail and investors could lose their entire investment in our Company.

We focus our business on the acquisition, development, and sale or lease of residential real estate projects. In deciding whether to acquire an interest in a particular property or real estate development project, we make assumptions regarding the expected future performance of that property. In particular, we estimate the return on our investment based on expected resale or lease value, as applicable. We may be unable to obtain the resale or lease amount that we have predicted and fail to earn a profit on any or all of our investments. If we do not become profitable, our business will fail and investors would lose their entire investment in our Company.

Our business is cyclical and is significantly affected by changes in general and local economic conditions.

Our business can be substantially affected by adverse changes in general economic or business conditions that are outside of our control, including changes in:

- short- and long-term interest rates;
- the availability of financing for homebuyers;
- consumer confidence generally and the confidence of potential homebuyers in particular;
- U.S. federal mortgage financing programs and U.S. federal and state regulation of lending practices;
- U.S. federal and state income tax provisions, including provisions for the deduction of mortgage interest payments;
- housing demand from population growth and demographic changes, among other factors;
- the supply of available new or existing homes and other housing alternatives, such as apartments and other residential rental property;
- employment levels and job and personal income growth; and
- real estate taxes.

Adverse changes in these conditions may affect our business nationally throughout the U.S. or may be more prevalent or concentrated in particular regions or localities in which we operate.

Weather conditions and natural disasters, such as earthquakes, hurricanes, tornadoes, floods, droughts, fires and other environmental conditions, can also harm our homebuilding businesses on a local or regional basis. Civil unrest or acts of terrorism can also have an adverse effect on our business. Fluctuating lumber prices and shortages, as well as shortages or price fluctuations in other building materials or commodities, can have an adverse effect on our business. Similarly, labor shortages or unrest among key trades, such as carpenters, roofers, electricians, and plumbers, can delay the delivery of our homes and increase our costs.

The potential difficulties described above can cause demand and prices for our homes to diminish or cause us to take longer and incur more costs to build our homes. We may not be able to recover these increased costs by raising prices or rental fees because of market conditions and because, in the case of new construction homes, the price of each home is usually set several months before the home is delivered, as our customers typically sign their home purchase contracts before construction begins. The potential difficulties described above could cause some new construction homebuyers to cancel or refuse to honor their home purchase contracts altogether.

Supply shortages and other risks related to demand for building materials and/or skilled labor could increase costs and delay deliveries.

The homebuilding industries are highly competitive for skilled labor and building materials. Increased costs or shortages in building materials or skilled labor could cause increases in construction costs and

construction delays. We generally are unable to pass on increases in construction costs to customers who have already entered into sales contracts for new home construction, as the sales contracts generally fix the price of the home at the time the contract is signed and may be signed well in advance of when construction commences. Sustained increases in construction costs may, over time, erode our margins, and pricing competition for materials and labor may restrict our ability to pass on any additional costs, thereby decreasing our margins.

Inflation may adversely affect us by increasing costs that we may not be able to recover, particularly if sales prices decrease.

Inflation can have a long-term impact on us because increasing costs of land, materials, as well as labor costs may call for us to increase sales prices of homes we charge for homes in order to maintain satisfactory margins. However, if the current challenging and highly competitive conditions in the homebuilding markets persist, we may be required to decrease sales prices in an attempt to stimulate sales and/or lease volume. This potential lowering of sales, in addition to impacting our margins on new homes, may also reduce the value of our land inventory and make it more difficult for us to recover the full cost of previously purchased land in new construction home sales or, if we choose, in the disposition of land assets. We may incur non-cash charges for inventory impairments if the value of our inventory is so reduced.

Reduced home sales may impair our ability to recoup development and rehabilitation costs.

We incur many costs even before we begin to build new construction homes in a community. Depending on the stage of development, these include costs of preparing the land and installing roads, sewage, and other utilities, as well as taxes and other costs related to ownership of the land on which we plan to build homes. In addition, we incur costs in the purchase of pre-foreclosed, foreclosed and bank-owned residential properties before the rehabilitation process begins. Reducing the rate at which we build homes extends the length of time it takes us to recover these costs.

The value of the land and housing inventory we own or control may fall significantly and our profits may decrease.

The value of the land and housing inventory we currently own or control depends on market conditions, including estimates of future demand for, and the revenues that can be generated from, such inventory. The market value of our land inventory can vary considerably because there is often a significant amount of time between our initial acquisition of land and the delivery of homes on that land. The downturn in the housing market has caused the fair market value of certain of our inventory to fall, in some cases well below the estimated fair market value at the time we acquired it. Depending on our assessment of fair market value, we may need to write down the carrying value of certain of our inventory and take corresponding non-cash charges against our earnings to reflect the impaired value. We may also abandon our interests in certain land inventory that no longer meets our internal investment standards, which would also require us to take non-cash charges. If the current downturn in the housing market continues, we may need to take additional charges against our earnings for abandonments or inventory impairments, or both. Any such non-cash charges would have an adverse effect on our results of operations.

If home prices decline, interest rates increase or there is a downturn in the economy, some homebuyers of new construction homes may cancel their home purchases because the required deposits are small and generally refundable.

We could have a backlog of new construction homes for which we have entered into a purchase contract with a customer but not yet delivered the new construction home. Our home purchase contracts typically require only a small deposit, and in many states, the deposit is fully refundable at any time prior to closing. If the prices for new construction homes decline, competitors increase their use of sales incentives, interest rates increase, the availability of mortgage financing diminishes or there is a downturn in local or regional economies or the national economy, homebuyers may terminate their existing home purchase contracts with us in order to negotiate for a lower price or to explore other options. Future cancellations could have an adverse effect on our business and our results of operations.

Our long-term success in the new construction home market depends on the availability of improved lots and undeveloped land that meet our land investment criteria.

The availability of finished and partially developed lots and undeveloped land for purchase that meet our internal investment criteria depends on a number of factors outside our control, including land availability in general, competition with other homebuilders and land buyers for desirable property, inflation in land prices, zoning, allowable housing density and other regulatory requirements. Should suitable lots or land become less available, the number of new construction homes we may be able to build and sell or lease could be reduced, and the cost of land could increase, perhaps substantially, which could adversely impact our results of operations.

Home prices and sales activity in the particular markets and regions in which we do business affect our results of operations because our business is concentrated in these markets.

Home prices and sales activity in some of our key markets have declined from time to time for market-specific reasons, including adverse weather, lack of affordability or economic contraction due to, among other things, the failure or decline of key industries and employers. If home prices or sales activity decline in one or more of the key markets in which we operate, particularly in the state of Pennsylvania, our costs may not decline at all or at the same rate and, as a result, our overall results of operations may be adversely affected.

Market conditions in the mortgage lending and mortgage finance industries have seen significant fluctuations since 2007, which have adversely affected the availability of credit for some purchasers of our homes, reduced the population of potential mortgage customers and reduced mortgage liquidity. Further tightening of mortgage lending or mortgage financing requirements or further reduced mortgage liquidity could adversely affect the availability of credit for some purchasers of our homes and thereby reduce our sales.

Since 2008, the mortgage lending and mortgage finance industries have experienced significant instability due to, among other things, defaults on subprime loans and a resulting decline in the market value of such loans. In light of these developments, lenders, investors, regulators and other third parties have questioned the adequacy of lending standards and other credit requirements for several loan programs made available to borrowers in recent years. This has led to reduced investor demand for mortgage loans and mortgage-backed securities, tightened credit requirements, reduced liquidity, increased credit risk premiums and regulatory actions. Deterioration in credit quality among subprime and

other nonconforming loans has caused most lenders to eliminate subprime mortgages and most other loan products that do not conform to Fannie Mae, Freddie Mac, FHA or VA standards. Fewer loan products and tighter loan qualifications, in turn, make it more difficult for some categories of borrowers to finance the purchase of our new construction homes.

Interest rate increases or changes in U.S. federal lending programs could lower demand for our homes.

Many of our customers finance the purchase of their homes. In recent years, historically low interest rates and the increased availability of specialized mortgage products, including mortgage products requiring no or low down payments, and interest-only and adjustable rate mortgages, had made the home buying more affordable for a number of customers. Increases in interest rates or decreases in the availability of mortgage financing or of certain mortgage programs, as discussed above, may lead to higher down payment requirements or monthly mortgage costs, or both, and could, therefore, reduce demand for our homes.

Increased interest rates can also hinder our ability to realize our backlog because our new construction purchase contracts provide our customers with a financing contingency. Financing contingencies allow customers to cancel their new construction purchase contracts in the event they cannot arrange for financing. Because the availability of Fannie Mae, Freddie Mac, FHA and VA mortgage financing is an important factor in marketing and selling many of our homes, any limitations or restrictions in the availability of such government-backed financing could reduce our home sales.

Tax law changes could make homeownership more expensive or less attractive.

Significant expenses of owning a home, including mortgage interest expense and real estate taxes, generally are deductible expenses for the purpose of calculating an individual's U.S. federal, and in some cases state, taxable income, subject to various limitations, under current tax law and policy. If the U.S. federal government or a state government changes income tax laws, eliminating or substantially reducing these income tax deductions, the after-tax cost of owning a home would increase substantially. This could adversely impact demand for and/or sales prices of homes.

We are subject to substantial legal and regulatory requirements regarding the development of land, the homebuilding processes and protection of the environment, which can cause us to suffer delays and incur costs associated with compliance and which can prohibit or restrict homebuilding activities in some regions or areas.

Our homebuilding businesses are heavily regulated and subject to an increasing amount of U.S. local, state and federal regulation concerning zoning, resource protection and other environmental impacts, building design, construction and similar matters. These regulations often provide broad discretion to governmental authorities that oversee these matters, which can result in unanticipated delays or increases in the cost of a specified project or a number of projects in particular markets. We may also experience periodic delays in homebuilding projects due to building moratoria in any of the areas in which we operate.

We are also subject to a variety of U.S. local, state and federal statutes, ordinances, rules and regulations concerning the environment. These laws and regulations may cause delays in construction or rehabilitation and delivery of homes may cause us to incur substantial compliance and other costs, and can prohibit or severely restrict homebuilding activity in certain environmentally sensitive regions or areas. In addition, environmental laws may impose liability for the costs of removal or remediation of hazardous or toxic substances whether or not the developer or owner of the property knew of, or was responsible for, the presence of those substances. The presence of those substances on our properties may prevent us from selling our homes and we may also be liable, under applicable laws and regulations or lawsuits brought by private parties, for hazardous or toxic substances on properties and lots that we have sold in the past.

Homebuilding is very competitive, and competitive conditions could adversely affect our business or our financial results.

The homebuilding industries are highly competitive. Homebuilders and home redevelopers compete not only for homebuyers or renters but for land, financing, building materials, skilled management, and trade labor. We compete in each of our served markets with other local, regional and national homebuilders and home redevelopers, including those with a sales presence on the Internet, often within larger subdivisions containing portions designed, planned and developed by such homebuilders. These homebuilders and home redevelopers may also have long-standing relationships with local labor, materials suppliers or land sellers, which may provide an advantage in their respective regions or local markets. We also compete with other housing alternatives, such as rental housing. The competitive conditions in the homebuilding industries can result in:

- fewer homes delivered;
- lower selling and rental prices;
- our offering or increasing sales and rental incentives, discounts or price concessions;
- lower profit margins;
- declining home sales or increasing cancellations by new construction homebuyers of their home purchase contracts with us;
- impairments in the value of our inventory, goodwill, and other assets;
- difficulty in acquiring desirable land that meets our land buying criteria, and in selling our interests in land that no longer meet our investment return criteria on favorable terms;
- difficulty in acquiring raw materials and skilled management and labor at acceptable prices; or
- delays in construction of our homes.

When we are affected by these competitive conditions, our business and financial results can be adversely affected by decreased revenues, increased costs and/or diminished growth in our local or regional homebuilding and home rehabilitating businesses. In the current downturn in the homebuilding industries, the reactions of our competitors may be reducing the effectiveness of our efforts to achieve pricing stability and reduce our inventory levels.

Homebuilding is subject to warranty and liability claims in the ordinary course of business that can be significant.

In the ordinary course of our homebuilding business, we are subject to home warranty and construction defect claims. We record warranty and other reserves for the new construction homes we sell based on historical experience in our markets and our judgment of the qualitative risks associated with the types of homes we build. We have, and require the majority of our subcontractors to have, general liability, property, errors and omissions, workers compensation and other business insurance. These insurance policies protect us against a portion of our risk of loss from claims, subject to certain self-insured retentions, deductibles, and other coverage limits. We cannot provide assurance that our insurance coverage, our subcontractor arrangements, and our reserves will be adequate to address all our warranty and construction defect claims in the future. Additionally, the coverage offered by and the availability of general liability insurance for construction defects are currently limited and costly. There can be no assurance that coverage will not be further restricted and become more costly.

As a result of the limited time during which we have to perform due diligence of many of our acquired properties, we may become subject to significant unexpected liabilities and our properties may not meet projections.

When we enter into an agreement to acquire a property, we often have limited time to complete our due diligence prior to acquiring the property. To the extent we underestimate or fail to investigate or identify risks and liabilities associated with the properties we acquire, we may incur unexpected liabilities or the property may fail to perform as we expected. If we do not accurately assess the liabilities associated with properties prior to their acquisition, we may pay a purchase price that exceeds the current fair value of the acquired property. As a result, intangible assets would be required to be recorded, which could result in significant accounting charges in future periods. These charges, in addition to the financial impact of significant liabilities that we may assume, could adversely impact our revenue and profitability, causing a significant downturn in our financial condition, results of operations, and impairing our ability to satisfy our debt service obligations.

Risks Related to Our Indebtedness

Our indebtedness may restrict our ability to operate and obtain the additional financing required to develop our business.

The amount of our debt could have important consequences. For example, it could:

- limit our ability to obtain future financing for working capital, capital expenditures, acquisitions, debt service requirements or other requirements;

- require us to dedicate a substantial portion of our cash flow from operations to the payment of our debt and reduce our ability to use our cash flow for other purposes;
- impact our flexibility in planning for, or reacting to, changes in our business;
- place us at a competitive disadvantage because we have more debt than some of our competitors;
- Which makes us more vulnerable in the event of a downturn in our business or in general economic conditions.

Our ability to meet our debt service and other obligations will depend upon our future performance. Our business is substantially affected by changes in economic cycles. Our revenues, earnings and cash flows vary with the level of general economic activity and competition in the markets in which we operate. Our business could also be affected by financial, political and other factors, many of which are beyond our control. Changes in prevailing interest rates may also affect our ability to meet our debt service obligations. A higher interest rate on our debt could adversely affect our operating results.

Our business may not generate sufficient cash flow from operations and borrowings may not be available to us in an amount sufficient to pay our debt service obligations or to fund our liquidity needs. Should this occur, we may need to refinance all or a portion of our debt on or before maturity, which we may not be able to do on favorable terms or at all.

Risks Related to Our Common Stock

Our Common Stock is illiquid, and shareholders may be unable to sell their shares.

There is currently no market for our Common Stock and we can provide no assurance to investors that a market will develop. If a market for our Common Stock does not develop, our shareholders may not be able to re-sell the shares of our Common Stock that they have purchased, and they may lose all of their investment.

You do not have access to information required by the U.S. Securities and Exchange Commission to help you in your investment decision.

We are not subject to the reporting requirements under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and we do not intend to file the necessary documents with the U.S. Securities and Exchange Commission in the future which would make us subject to the reporting requirements of the Exchange Act. While we may provide our shareholders from time to time with annual reports containing financial information prepared in accordance with generally accepted accounting principles audited by independent certified public accountants, we are not required to provide such information. As a result, shareholders may not have access to the information required to be reported by publicly held companies under the Exchange Act and other regulatory authorities.

The company could have a future offering under Regulation D or a Regulation A offering causing dilution for current shareholders.

The company may have future growth plans that would require additional capital which may include a future equity offering. Common stock could be offered through a Regulation A offering or a Regulation D offering in the United States in reliance on a private offering exemption from registration available under the 1933 Act and the laws of the states in which our shares could be sold. These shares would cause dilution for current shareholders.

INVESTOR SUITABILITY STANDARDS

Investment in our Common Stock involves a significant degree of risk. An investment in our Common Stock is suitable only for persons of adequate financial means who have no need for substantial liquidity with respect to their investment and who are capable of suffering a loss of their entire investment. See “Risk Factors.”

Regulation S

You should not purchase shares of our Common Stock unless you meet the following suitability requirements:

- The shares offered hereby may only be purchased by none “U.S. Persons” as that term is defined in Rule 902 (k) of Regulation S of the 1933 Act. A U.S. Person means any one of the following:
- any natural person resident in the United States of America;
- any partnership or corporation organized or incorporated under the laws of the United States;
- any estate of which any executor or administrator is a U. S. Person;
- any trust of which any trustee is a U. S. Person;
- any agency or branch of a foreign entity located in the United States;
- any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U. S. Person;
- any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated or (if an individual) resident in the United States; and
- any partnership or corporation if (1) organized or incorporated under the laws of any foreign jurisdiction; and (2) formed by a U.S. Person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the 1933 Act) who are not natural persons, estates or trusts.

- At the time the agreement to purchase was originated, you were outside the United States and are outside of the United States as of the date of the execution and delivery of this Agreement. No offer to purchase shares was made in the United States.
- You are purchasing the shares for your own account or for the account of beneficiaries for whom you have full investment discretion with respect to the shares and from whom you have full authority to bind so that each such beneficiary is bound hereby as if such beneficiary were a direct investor hereunder and all representations, warranties, and agreements herein were made directly by such beneficiary. You are not purchasing the shares on behalf of any U.S. Person and the sale has not been prearranged with the purchaser in the United States.
- You agree that you will not engage in hedging transactions except in compliance with the 1933 Act.
- You agree that all subsequent offers and sales of the shares by you will be made (a) outside the United States in compliance with Rule 903 or Rule 904 of Regulation S; (b) pursuant to registration of the shares under the 1933 Act; or (c) pursuant to an exemption from such registration. In addition, you also agree that we may refuse to register any transfer of shares of our Common Stock not made in accordance with this paragraph.

Each prospective investor will be required to sign representations that the prospective investor meets the criteria above and additional criteria or is otherwise qualified to make an investment in our Company. We reserve the right to impose more substantial criteria. We will have the right to refuse a subscription for shares of our Common Stock if in our sole discretion we believe that the prospective investor does not meet suitability requirements, or our shares are otherwise an unsuitable investment for the prospective investor. It is anticipated that comparable suitability standards may be imposed by us in various jurisdictions in connection with any resale of our shares.

U.K. Investor Suitability Qualifications

This Memorandum is being, and will at all times be, circulated in the United Kingdom in reliance on the disapplication of section 21(1) of the Financial Services and Markets Act 2000 (“FSMA”) to financial promotions (as defined in the FSMA) issued within the parameters of various provisions of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 (“FPO”), as amended by the Financial Services Act 2012 and the Bank of England and Financial Services Act 2016.

This Memorandum is exempt from the general restriction on the communication of invitations or inducements to engage in investment activity by persons who are not authorized by the United Kingdom's Financial Services Authority contained in section 21 of FSMA on the grounds that it is made only to person who falls within one or more of the following categories:

- investment professionals (as defined in Regulation 19(5) of the FPO);
- certified high net worth individuals (as defined in Regulation 48(2) of the FPO);
- high net worth companies, unincorporated associations etc. (as defined in Regulation 49(2) of the FPO);
- certified sophisticated investors (as defined in Regulation 50(1) of the FPO); and/or

- self-certified sophisticated investors (as defined in Regulation 50A(1) of the FPO).

Communications to Investment Professionals. A person is an investment professional if that person is authorized by the Financial Services Authority of the United Kingdom.

Communications to Certify High Net Worth Individuals. A person is a certified high net worth individual if that person has signed a statement of high net worth within the period of 12 months before this communication is made which complies with the requirements of Regulation 48(2) and Part 1 of Schedule 5 of the FPO.

Communications to High Net Worth Companies, Unincorporated Associations, etc. An entity falls within Regulation 49(2) of the FPO if it is:

- a body corporate which has, or which is a member of a group in which an undertaking has, a called-up share capital or net assets of not less than (i) £500,000, where the body corporate has more than 20 members or is a subsidiary of an undertaking which has more than 20 members; or (ii) otherwise, £5 million;
- any unincorporated association or partnership which has net assets of not less than £5 million;
- the trustee of a high-value trust (as defined in the FPO); or
- otherwise as defined in Regulation 49(2) of the FPO.

Communications to Certified Sophisticated Investors. A person is a certified sophisticated investor if that person:

- has a current (i.e., no more than three years old) certificate in writing signed by an authorized person to the effect that he is sufficiently knowledgeable to understand the risks associated with the kind of investment described in this document; and
- has signed within the last year a statement as set out in Regulation 50(1)(b) of the FPO.

Communications to Self-Certified Sophisticated Investors. A person is a self-certified sophisticated investor if that person has signed a statement of sophistication, within the period of 12 months ending on the day on which this communication is made, which complies with the requirements of Regulation 50A(i) and Part II of Schedule 5 of the FPO.

As this Memorandum has been circulated in reliance on the disapplication of Section 21(1) of the FSMA, the content of this Memorandum has not been approved by an authorized person. Such approval would normally be required. Reliance on this Memorandum for the purpose of engaging in any investment activity may expose you to a significant risk of losing all of any property invested or of incurring additional liability.

This Memorandum is directed only to persons in the United Kingdom falling within the categories described above, and the investment described in this Memorandum is available only to such

persons. If you are in any doubt as to the matters described in this Memorandum you should consult an authorized person specializing in advising on investments or other matters of the kind described in this Memorandum. No persons other than those described above should rely or act on the contents of this Memorandum.

USE OF PROCEEDS TABLE:

* \$25,000,000.00	Total from offering
* \$5,000,000.00	Construction cost Phase 1 Georges Colonials Estates
* \$3,200,000.00	Payoff long-term and short-term debt
* \$10,000,000.00	Additional land purchase for future development
* \$1,500,000.00	2022 Marketing and Advertising including the IPO Euro Road show and the 30 Velocity IPO global road shows
* \$1,000,000.00	Additional software and patent development
* \$1,000,000.00	Payroll, taxes, insurances and other general business activities.
* \$3,300,000.00	Retained working capital

EXCLUSIVE OFFERING DOCUMENTS

This Memorandum is the only document being used to offer and sell the Common Stock offered hereby. Except as otherwise expressly provided herein, investors must not rely upon any other information, either written or oral, in connection with the decision to purchase the Common Stock offered hereby.

2 **Subscription Agreement**

THIS SUBSCRIPTION AGREEMENT IS A FINANCIAL PROMOTION PURSUANT TO SECTION 21 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (“FSMA”), AS AMENDED BY THE FINANCIAL SERVICES ACT 2012, AND THE BANK OF ENGLAND AND FINANCIALSERVICES ACT 2016. THE CONTENT OF THIS PROMOTION HAS NOT BEEN APPROVED BY AN AUTHORIZED PERSON WITHIN THE MEANING OF FSMA. RELIANCE ON THIS PROMOTION FOR THE PURPOSE OF ENGAGING IN ANY INVESTMENT ACTIVITY MAY EXPOSE AN INDIVIDUAL TO A SIGNIFICANT RISK OF LOSING ALL OF THE PROPERTY OR OTHER ASSETS INVESTED.

THIS SUBSCRIPTION AGREEMENT RELATES TO AN OFFERING OF SECURITIES IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED HEREIN) PURSUANT TO REGULATIONS UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”).

NONE OF THE SECURITIES TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED HEREIN) EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATIONS UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN ACCORDANCE WITH THE 1933 ACT.

Copy No. _____
Name _____

SUBSCRIPTION DOCUMENTS

JAMES MASTERBUILT HOMES, INC.

2,000,000 shares
Of Class A Common Stock

OFFERING PRICE
12.50 dollars per Share

Minimum Investment: One Thousand common shares (8,000)
JAMES MASTERBUILT HOMES, INC.
110 Delaware Ave.
Uniontown, Pa. 15401

(724) 970-2372

INSTRUCTION SHEET

SUBSCRIPTION AGREEMENT

FOR UK INVESTORS ONLY

The content of this document has not been approved by an authorized person within the meaning of the Financial Services and Markets Act 2000 ("FSMA"), as amended by the Financial Services Act 2012 and the Bank of England and Financial Services Act of 2016. Such approval is required by section 21 of FSMA unless one or more exemptions apply. This document is exempt from the general restriction in section 21 of FSMA on the communication of invitations and inducements to (a) persons who are certified high net worth individuals within the meaning of Article 48(2) of the Financial Services and Markets Act 2000.

(Financial Promotion) Order 2005 ("FPO"), (b) persons who are sophisticated investors within the meaning of Article 50(1) of the FPO and (c) persons who are self-certified sophisticated investors within the meaning of Article 50A(1) of the FPO (all such persons being "relevant persons"). Any investment or investment activity to which this document relates is available only to relevant persons and will be engaged in only with relevant persons. This document must not be acted or relied upon by persons who are not relevant persons.

Prior to subscribing for Common Stock of James Masterbuilt Homes, Inc.(the "Company"), a prospective UK investor must first have indicated whether he or she is (a) a "certified high net worth individual" for the purposes of article 48(2) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005; (b) a "certified sophisticated investor" for the purposes of article 50(1) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005; or (c) a "self-certified sophisticated investor" for the purposes of article 50A (1) of the Financial Services and Markets Act 2005 (Financial Promotion) Order 2005, as amended by the Financial Services Act 2012 and the Bank of England and Financial Services Act of 2016.

This document is provided to you solely on the basis that you have previously executed and delivered one of the following to the Company:

1. One completed STATEMENT FOR THE CERTIFIED HIGH NET WORTH INDIVIDUAL with signature page properly executed;or
2. (a) One completed SOPHISTICATED INVESTOR CERTIFICATE printed on letterhead and signed by a person authorized by the Financial Services Authority to do so within the last 3 years; and (b) one completed SOPHISTICATED INVESTOR STATEMENT, signed by you; or
3. One completed STATEMENT FOR SELF-CERTIFIED SOPHISTICATED INVESTOR with signature page properly executed.

YOU MAY NOT SUBSCRIBE FOR COMMON STOCK OF JAMES MASTERBUILT HOMES, INC., AND ANY SUBSCRIPTION AGREEMENT RETURNED TO THE COMPANY WILL NOT BE ACCEPTED, UNLESS YOU HAVE PREVIOUSLY PROVIDED ONE OF THE FOREGOING DOCUMENTS TO THE COMPANY.

A qualified foreign prospective investor may subscribe for shares, by delivering the following items:

1. One completed copy of the Subscription Agreement (page 4) with signatures properly executed.
2. A check or money order in the amount of the investment, subject to a minimum investment of \$6,250 USD, payable to "James Masterbuilt Homes, Inc." Alternatively, funds may be wired to the Company pursuant to wiring instructions that will be provided to the Subscriber upon request.

The completed materials, together with your check (if funds have been wired), should be delivered to the Company at: James Masterbuilt Homes, Inc., 110 Delaware Ave. Uniontown, PA 15401 , United States, Attention: Investor Relations.

SUBSCRIPTIONS ARE NOT BINDING ON THE COMPANY UNTIL ACCEPTED BY THE COMPANY. THIS SUBSCRIPTION AGREEMENT (THIS "SUBSCRIPTION AGREEMENT") RELATES TO AN OFFERING OF SECURITIES IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED HEREIN) PURSUANT TO REGULATIONS UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT").

NONE OF THE SECURITIES TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED HEREIN) EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATIONS UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN ACCORDANCE WITH THE 1933 ACT.

THIS SUBSCRIPTION AGREEMENT IS A FINANCIAL PROMOTION PURSUANT TO SECTION 21 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 ("FSMA") AS AMENDED BY THE FINANCIAL SERVICES ACT 2012 AND THE BANK OF ENGLAND AND FINANCIAL SERVICES ACT 2016. THE CONTENT OF THIS PROMOTION HAS NOT BEEN APPROVED BY AN AUTHORIZED PERSON WITHIN THE MEANING OF FSMA. RELIANCE ON THIS PROMOTION FOR THE PURPOSE OF ENGAGING IN ANY INVESTMENT ACTIVITY MAY EXPOSE AN INDIVIDUAL TO A SIGNIFICANT RISK LOSING ALL OF THE PROPERTY OR OTHER ASSETS INVESTED.

CONFIDENTIAL

SUBSCRIPTION AGREEMENT

TO: James Masterbuilt Homes, Inc.
110 Delaware Ave.
Uniontown, PA 15401
United States

Purchase of Shares

1. Subscription

1.1 On the basis of the representations and warranties and subject to the terms and conditions set forth herein, the undersigned (the "Subscriber") hereby irrevocably subscribes for and agrees to purchase _____ shares of Class A Common Stock, par value \$.0001 per share (the "Shares"), of James Masterbuilt Homes, Inc. (the "Company") at a price per Share of 12.50 dollars (such subscription and agreement to purchase being the "Subscription"), for an aggregate purchase price of _____ dollars (the "Subscription Proceeds").

1.2 Subject to the terms hereof, the Subscription will be effective upon its acceptance by the Company. The Subscriber acknowledges that the offering of Shares contemplated hereby is part of a private placement of Shares

having an aggregate subscription level of 2,000,000 Shares (the “Offering”). The Offering is subject to a minimum subscription level per subscriber of 8,000 Shares.

1.3 Upon acceptance and execution of this Subscription Agreement by the Company, the Company agrees to sell the Shares to the Subscriber in exchange for the Subscription Proceeds. The Company reserves the right to not accept this Subscription Agreement for any reason in its sole and absolute discretion.

2. Payment

2.1 The Subscription Proceeds must accompany this Subscription and shall be paid by certified cheque or bank draft drawn on a bank in the United States reasonably acceptable to the Company, and made payable and delivered to the Company. Alternatively, the Subscription Proceeds may be wired to the Company pursuant to wiring instructions that will be provided to the Subscriber upon request.

2.2 The Subscriber acknowledges and agrees that this Subscription Agreement, the Subscription Proceeds and any other documents delivered in connection herewith will be held on behalf of the Company. In the event that this Subscription Agreement is not accepted by the Company for whatever reason, and the Company expressly reserves the right to not accept this Subscription Agreement, within 30 days of the delivery of an executed Subscription Agreement by the Subscriber, this Subscription Agreement, the Subscription Proceeds (without interest thereon) and any other documents delivered in connection herewith will be returned to the Subscriber at the address of the Subscriber set forth on the signature page to this Subscription Agreement.

2.3 The Subscriber shall not be entitled to any interest on any Subscription Proceeds held by the Company pending the completion of the Offering, whether or not the Company accepts this Subscription Agreement.

3. Documents Required from Subscriber

3.1 The Subscriber must fully complete, execute and return this Subscription Agreement to the Company at the address set forth in Section 15.1 of this Subscription Agreement. The Subscription Proceeds must accompany this Subscription Agreement in accordance with Section 2.1 of this Subscription Agreement.

3.2 The Subscriber shall fully complete, execute and return to the Company as soon as possible at the address set forth in Section 15.1 of this Subscription Agreement, upon request by the Company, any documents, questionnaires, notices and undertakings as may be required by regulatory authorities or under applicable law or as otherwise may be requested by the Company.

4. Closing

4.1 Closing of the offering of the Shares (the “Closing”) shall occur on or before December 31, 2021, or on such other date as may be determined by the Company (the “Closing Date”).

4.2 The Company may, at its discretion, elect to close the Offering in one or more closings, in which event the Company may agree with one or more subscribers (including the Subscriber hereunder) to complete delivery of the Shares to such subscriber(s) against payment therefor at any time on or prior to the Closing Date.

5. Acknowledgements of Subscriber

5.1 The Subscriber hereby acknowledges and agrees that:

- (a) none of the Shares have been registered under the 1933 Act, or under any state securities or “blue sky” laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to U.S. Persons, as that term is defined in Regulation S under the 1933 Act (“Regulation S”), except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act;
- (b) the Subscriber acknowledges that the Company has not undertaken, and will have no obligation, to register any of the Shares under the 1933 Act;

- (c) the Subscriber is (1) a “certified high net worth individual” for the purposes of Article 48(2) of the Financial Services and Markets Act of 2000 (Financial Promotion) Order 2005 (the “FSMA”);(2)a "certified sophisticated investor”for the purposes of Article 50(1) of the FSMA; or (3) a “self-certified sophisticated investor” for the purposes of Article 50A(1) of the FSMA; as amended by the Financial Services Act 2012 and the Bank of England and Financial Services Act 2016.
- (d) the decision to execute this Subscription Agreement and to hereby subscribe for the Shares hereunder has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Company, and such decision is based solely upon an independent review of information (the receipt of which is hereby acknowledged) which has been provided by the Company(collectively, the"Company Information);
- (e) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Shares
- (f) there is no government or other insurance covering the Shares or any investment in the Shares;
- (g) to the extent that any of the Company Information includes projections (whether financial or otherwise) or other forward-looking information (including any such information contained in any business plan of the Company or similar document or otherwise):
 - (i) such information necessarily involves known and unknown risks, uncertainties and other factors that may cause the actual results, performance or achievements of the Company to be materially different from the results, performance or achievements contained in such information;
 - (ii) there can be no assurances that the assumptions upon which such information is based will prove to be accurate; and
 - (iii) the Subscriber has not relied on any projections or other forward-looking information provided by the Company in making its investment decision;
- (h) there are risks associated with an investment in the Shares, as more fully described in certain information forming part of the Company Information, and the Subscriber has read the Company Information and is fully aware of and understands the risks associated with an investment in the Shares;
- (i) the Subscriber will not acquire the Shares as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S) in the United States in respect of any of the Shares, which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of any of the Shares; provided, however, that the Subscriber may sell or otherwise dispose of any of the Shares pursuant to registration thereof under the 1933 Act and any applicable state securities laws or under an applicable exemption from such registration requirements;
- (j) the Subscriber and the Subscriber’s advisor(s), if any, have had a reasonable opportunity to ask questions of and receive answers from the Company in connection with the subscription of the Shares hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about the Company;
- (k) the books and records of the Company were available upon reasonable notice for inspection, subject to certain confidentiality restrictions, by the Subscriber during reasonable business hours at the Company’s principal place of business, and all documents, records and books in connection with the distribution of the Shares hereunder have been made available for inspection by the Subscriber and/or the Subscriber’s advisor(s), if any;
- (l) the Subscriber will indemnify and hold harmless the Company and, where applicable, its directors, officers, employees, agents, advisors and shareholders, from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and

expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Subscriber contained herein or in any document furnished by the Subscriber to the Company in connection herewith or with the matters contemplated hereby being untrue or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber to the Company in connection therewith;

- (m) none of the Shares are listed on any stock exchange or automated dealer quotation system, and no representation has been made to the Subscriber that any of the Shares will become listed on any stock exchange or automated dealer quotation system at any time;
- (n) the Company will refuse to register any transfer of the Shares not made in accordance with the provisions of Regulation S, or pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act;
- (o) the statutory and regulatory basis for the exemption claimed for the Offering, although in technical compliance with Regulation S, would not be available if the offering is part of a plan or scheme to evade the registration provisions of the 1933 Act;
- (p) the Subscriber has been advised to consult the Subscriber's own legal, tax and other advisors with respect to the merits and risks of an investment in the Shares and with respect to applicable resale restrictions, and the Subscriber is not relying on the Company or any of its directors, officers, shareholders, affiliates or representatives in connection therewith, and the Subscriber is solely responsible (and the Company is not in any way responsible) for compliance with:
 - (i) any applicable laws of the jurisdiction in which the Subscriber is resident in connection with the distribution of the Shares hereunder;
 - (ii) and any applicable resale restrictions;
- (q) this Subscription Agreement is not enforceable by the Subscriber unless and until it has been accepted by the Company;
- (r) prior to making its investment decision, the Subscriber has read and understands the Company's Offering Memorandum, dated January 30, 2021 (the "Offering Memorandum"), relating to the Offering, including, in particular, the discussion therein of the risks associated with an investment in the Shares;
- (s) there is no assurance that the amounts invested in the Company will be returned to the Subscriber, in whole or in part, or that the Subscriber will receive a return on its investment in the Company or what the level of return, if any, would be; and
- (t) the Subscriber is familiar with and understands the terms of Regulation S and has had the opportunity to consult with its legal counsel concerning this Subscription Agreement and Regulation S.

6. Representations, Warranties and Covenants of the Subscriber

The Subscriber hereby represents and warrants to and covenants with the Company (which representations, warranties and covenants shall survive the Closing) that:

- (a) the Subscriber has the legal capacity and competence to enter into and execute this Subscription Agreement and to take all actions required pursuant hereto;
- (b) if the Subscriber is an individual, the Subscriber resides at the address set forth on the signature page to this Subscription Agreement;
- (c) if the Subscriber is a corporation, partnership, limited liability company or other entity, it is duly organized and validly subsisting as a corporation, partnership, limited liability company or other entity, as the case may be, in good standing under the laws of its jurisdiction of incorporation, and

all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Subscription Agreement on behalf of the Subscriber, and the office of the Subscriber in which is principal place of business is located is the address set forth on the signature page to this Subscription Agreement;

- (d) the Subscriber was not formed for the purpose of investing in the Shares, and the Subscriber is not registered as an issuer under the 1933 Act and is not required to be registered with the U.S. Securities and Exchange Commission under the Investment Company Act of 1940, as amended;
- (e) the entering into of this Subscription Agreement and the consummation of the transactions contemplated hereby do not result in the violation of any of the terms or provisions of any securities or other law applicable to, or the constituent documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;
- (f) the Subscriber has duly executed and delivered this Subscription Agreement and it constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber;
- (g) the Subscriber is not a U.S. Person (as defined in Regulation S), and no offer to enter into this Subscription Agreement has been made by the Company to the Subscriber in the United States other than as permitted in the case of an account managed by a professional fiduciary in the United States within the meaning of Section 902(k)(2);
- (h) the Subscriber is not acquiring the Shares for the account or benefit of, directly or indirectly, any U.S. Person (as defined in Regulation S);
- (i) the Subscriber is not entering into this Subscription Agreement as part of a plan or scheme to evade the registration provisions of the 1933 Act;
- (j) the Subscriber will not engage in hedging transaction with respect to the Shares, unless in compliance with the 1933 Act and all other applicable laws;
- (k) the sale of the Shares to the Subscriber as contemplated in this Subscription Agreement complies with or is exempt from the applicable securities legislation of the jurisdiction of residence of the Subscriber;
- (l) the Subscriber is acquiring the Shares for investment only and not with a view to resale or distribution and, in particular, it has no intention to distribute either directly or indirectly any of the Shares in the United States or to U.S. Persons (as defined in Regulation S);
- (m) the Subscriber is outside the United States when receiving and executing this Subscription Agreement and is acquiring the Shares as principal for the Subscriber's own account (except for the circumstances outlined in paragraph 6(q)), for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof, in whole or in part, and no other person has a direct or indirect beneficial interest in such Shares;
- (n) the Subscriber is not, nor is the Subscriber applying for Shares as nominee or agent for, a person who is or may be liable to notify and account for stamp duty or stamp duty reserve tax at any of the increased rate referred to in section 67 to 72 inclusive and section 93 to 97A inclusive of the Finance Act 1986 (Depository Receipts and Clearance Services) and, in the event of any breach of this warranty, the Subscriber agrees that the Company will have no liability to the Subscriber or other persons in respect of such duty or tax;
- (o) the Subscriber is not an underwriter of, or dealer in, the common shares of the Company, nor is the Subscriber participating, pursuant to a contractual agreement or otherwise, in the distribution of the Shares;
- (p) the Subscriber (i) is able to fend for him/her/itself in the Subscription; (ii) has such knowledge and experience in business matters as to be capable of evaluating the merits and risks of its prospective

investment in the Shares; and (iii) has the ability to bear the economic risks of its prospective investment and can afford the complete loss of such investment;

- (q) if the Subscriber is acquiring the Shares as a fiduciary or agent for one or more investor accounts:
 - (i) the Subscriber has sole investment discretion with respect to each such account, and it has full power to make the foregoing acknowledgements, representations and agreements on behalf of such account; and
 - (ii) each investor for whose account the Subscriber acts as a fiduciary or agent with respect to the Shares satisfies the definition of (A) a “certified high net worth individual” for the purposes of Article 48(2) of the FSMA; (B) a “certified sophisticated investor” for the purposes of Article 50(1) of the FSMA; or (C) a “self-certified sophisticated investor” for the purposes of Article 50A(1) of the FSMA;
- (r) the Subscriber acknowledges that the Subscriber has not acquired the Shares as a result of, and will not itself engage in, nor will any of its affiliates or persons acting on its behalf or on behalf of any such affiliate, any “directed selling efforts” (as defined in Regulation S) in the United States in respect of any of the Shares which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of any of the Shares; provided, however, that the Subscriber may sell or otherwise dispose of any of the Shares pursuant to registration of any of the Shares pursuant to the 1933 Act and any applicable state securities laws or under an exemption from such registration requirements and as otherwise provided herein;
- (s) the Subscriber is not aware of any public advertisement of any of the Shares or the Offering; and
- (t) no person has made to the Subscriber any written or oral representations:
 - (i) that any person will resell or repurchase any of the Shares;
 - (ii) that any person will refund the purchase price of any of the Shares;
 - (iii) as to the future price or value of any of the Shares; or
 - (iv) that any of the Shares will be listed and posted for trading on any stock exchange or automated dealer quotation system or that application has been made to list and post any of the Shares of the Company on any stock exchange or automated dealer quotation system.

The Subscriber’s attention is expressly drawn to the fact that the value of shares can fluctuate in value in money terms, and accordingly the Subscriber may not realise, on disposal by the Subscriber of the Shares which the Subscriber acquires, the full amount of the Subscriber’s investment.

This agreement is exempt from the general restrictions contained in section 21 of FSMA on the communications of invitations or inducements to engage in investment activity on the grounds that it is directed only at persons being (i) certified high net worth individuals, (ii) certified sophisticated investors or (iii) self-certified sophisticated investors as such terms are defined in the Financial Services and Markets Act (Financial Promotion) Order 2005 (“FPO”) and subscriptions are only available to such persons and will only be engaged with such persons.

Those persons who are not (i) certified high net worth individuals, (ii) certified sophisticated investors or (iii) self-certified sophisticated investors (as such terms are defined in the FPO) should not rely on this agreement.

If you are in any doubt about the investment to which this agreement relates, you should contact an authorized person specialized in advising on investments of the kind in question.

7. Acknowledgement and Waiver

The Subscriber has acknowledged that the decision to purchase the Shares was based solely upon an independent review by the Subscriber of the information contained in the Company Information. The Subscriber hereby waives, to the fullest extent permitted by law, any rights of withdrawal, rescission or compensation for damages to which the Subscriber might be entitled in connection with the distribution of any of the Shares.

8. Legending of Subject Shares

8.1 The Subscriber hereby acknowledges that that upon the issuance thereof, and until such time as the same is no longer required under applicable securities laws and regulations, the certificates representing any of the Shares will bear a legend in substantially the following form:

“THESE SHARES WERE ISSUED IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE 1933 ACT) PURSUANT TO REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”). ACCORDINGLY, NONE OF THE SHARES TO WHICH THIS CERTIFICATE RELATES HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD IN THE UNITED STATES OR, DIRECTLY OR INDIRECTLY, TO U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE 1933 ACT) EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SHARES MAY NOT BE CONDUCTED UNLESS IN ACCORDANCE WITH THE 1933 ACT.”

8.2 The Subscriber hereby acknowledges and agrees to the Company making a notation on its records or giving instructions to the registrar and transfer agent of the Company in order to implement the restrictions on transfer set forth and described in this Subscription Agreement.

9. Costs

The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to this Subscription Agreement and the matters contemplated hereby shall be borne by the Subscriber.

10. Governing Law

This Subscription Agreement is governed by the laws of Commonwealth of Pennsylvania, without regard to its conflict of law provisions. The Subscriber hereby irrevocably consents to the exclusive jurisdiction of any state or U.S. federal court in the Commonwealth of Pennsylvania and consents that all service of process sent by nationally recognized overnight courier service directed to the Subscriber at the Subscriber’s address set forth on the signature page to this Subscription Agreement will be deemed to be completed when received by the Subscriber. The Subscriber hereby acknowledges and agrees that such venue is the most convenient forum for both the Subscriber and the Company. The Subscriber hereby waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Subscription Agreement.

11. Survival

This Subscription Agreement, including without limitation the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the parties hereto notwithstanding the completion of the purchase of the Shares by the Subscriber pursuant hereto.

12. Assignment

This Subscription Agreement is not transferable or assignable by Subscriber, in whole or in part, without the prior written consent of the Company, which may be granted or withheld in the Company’s sole and absolute discretion

13. Severability

The invalidity or unenforceability of any particular provision of this Subscription Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Subscription Agreement.

14. Entire Agreement

Except as expressly provided in this Subscription Agreement and in the agreements, instruments and other documents contemplated or provided for herein or provided by the Subscriber pursuant to Section 3.2 of this Subscription Agreement, this Subscription Agreement contains the entire agreement between the parties with respect to the sale of the Shares, and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by the Company or by anyone else.

15. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Subscriber shall be directed to the address set forth on the signature page to this Subscription Agreement, and notices to the Company shall be directed to it at James Masterbuilt Homes, Inc., 110 Delaware Ave. , Uniontown, PA 15401, United States.

16. Counterparts and Electronic Means

This Subscription Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original and all of which together shall constitute one instrument. Delivery of an executed copy of this Subscription Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Subscription Agreement as of the date hereinafter set forth.

17. Confidentiality

The Subscriber agrees that the contents of the Company Information, including the Offering Memorandum, and this Subscription Agreement and any reports or other information concerning the Company that the Subscriber has received in connection with the matters contemplated by this Subscription Agreement are confidential. The Subscriber shall not disclose the contents of any such documents, reports or information to any person other than its professional advisors in connection with the matters contemplated by this Subscription Agreement.

18. Revocation

The Subscriber hereby agrees that the Subscriber shall not cancel, terminate or revoke this Subscription Agreement or any agreement of the Subscriber made hereunder and that this Subscription Agreement shall survive the death or disability of the Subscriber.

19. No Third Party Beneficiaries

This Subscription Agreement is and will only be construed as for the benefit of or enforceable by those persons party to this Subscription Agreement.

20. Construction

The language used in this Subscription Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party.

21. Delivery Instructions

21.1 The Subscriber hereby directs the Company to deliver the Share Certificates to:

Name: _____

Address: _____

21.2 The Subscriber hereby directs the Company to cause the Shares to be registered on the books of the Company as follows:

Name: _____

Address: _____

[SIGNATURE PAGE FOLLOWS]

The undersigned, by signing below, further represents and warrants that the undersigned has reviewed the Offering Memorandum, dated January 30, 2021, this Subscription Agreement and all related documents and acknowledges agreement to, and acceptance of, all the terms, conditions and representations and warranties contained in such Offering Memorandum and this Subscription Agreement.

Date: _____

Signature of Subscriber

The Shares are to be
Issued in (check on box):

_____ individual name

Print Name of Investor

_____ joint tenants with rights
of survivorship

Print Name of joint Investor(if applicable)

_____ tenants in the entirety

Address

_____ corporation or partnership

Telephone: _____

Facsimile: _____

Email: _____

Number of Shares Subscription for: _____

Amount of check enclosed or amount wired: _____

AGREED AND ACCEPTED TO:

JAMES MASTERBUILT HOMES, INC

By: _____

Its: _____

Date: _____

3 W-8BEN

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

(Rev. July 2017)

Department of the Treasury
Internal Revenue Service

- ▶ For use by individuals. Entities must use Form W-8BEN-E.
- ▶ Go to www.irs.gov/FormW8BEN for instructions and the latest information.
- ▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form if:

- You are NOT an individual *Type text here* W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services) W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States 8233 or W-4
- You are a person acting as an intermediary W-8IMY

Instead, use Form:

Note: If you are resident in a FATCA partner jurisdiction (i.e., a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner		2 Country of citizenship	
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.			
City or town, state or province. Include postal code where appropriate.		Country	
4 Mailing address (if different from above)			
City or town, state or province. Include postal code where appropriate.		Country	
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)		6 Foreign tax identifying number (see instructions)	
7 Reference number(s) (see instructions)		8 Date of birth (MM-DD-YYYY) (see instructions)	

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself for chapter 4 purposes,
- The person named on line 1 of this form is not a U.S. person,
- The income to which this form relates is:
 - (a) not effectively connected with the conduct of a trade or business in the United States,
 - (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
 - (c) the partner's share of a partnership's effectively connected income,
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here



Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY)

Print name of signer Capacity in which acting (if form is not signed by beneficial owner)

4 **Payment Information**

JMB Home, Inc.

110 Delaware Ave.
Uniontown, Pa. 15401
724-970-2372

NEW WIRE INSTRUCTIONS

James MasterBuilt Homes Inc.
BANK: FIRST NATIONAL BANK
58 West Main Street
Uniontown Pa. 15401

SWIFT CODE: FNBUS33

ROUTING # 043318092

ACCOUNT # 95737978