

# Homevest

**PRIVATE PLACEMENT MEMORANDUM  
For Accredited Investors Only  
\$2,500.00 Minimum Per Investor**

50,000 – 2,500,000 Membership Interest Units

	<i># of Units</i>	<i>Total Proceeds</i>	<i>Net Proceeds</i>
<i>Minimum Target Offering Amount</i>	<b>50,000</b>	<b>\$50,000.00</b>	<b>\$45,000.00</b>
<i>Maximum Target Offering Amount</i>	<b>2,500,000</b>	<b>\$2,500,000.00</b>	<b>\$2,475,000.00</b>

# CONFIDENTIAL OFFERING MEMORANDUM

## HOMEVEST.IO, LLC

Homevest.io, LLC, a New Jersey limited liability company (the “**Company**” and “we”, “us” or “our”), is offering up to 2,500,000 membership interest units (the “**Units**”) of the Company (the “**Offering**”) at a purchase price of \$1.00 per Unit. The proceeds of the Offering will be available to the Company to purchase business equipment and fund further growth and development and legal costs to be used in the business.

There is no public market for the Units or any securities of the Company, and no such market will develop as a result of the Offering. The holders of the Units issued in this Offering will be entitled to a pro rata percentage of the profits and losses of the Company, distributed to owners of the Units pro rata based on their respective ownership of Units.

Prospective investors must meet certain suitability requirements and qualifications. The potential investors who qualify and are admitted to the Company shall be members (the “**Members**”) of the Company. The Company reserves the right, in its sole discretion, to reject any subscription or all subscriptions for any reason whatsoever, or for no reason, and to limit the number of Units acquired by any prospective investor. Throughout this Confidential Offering Memorandum individuals or entities whose subscriptions the Company accepts and who become members of the Company are referred to interchangeably as “**Members**” or “**Investors**”.

The purchase of Units involves a high degree of risk and is a suitable investment only for those persons having a substantial net worth and who can afford to bear such risk. No commissions will be paid on any Units sold in this Offering. The Company will offer Units to accredited investors only through executive officers of the Company. No sales commissions or fees will be charged or paid for the sale of any Units. The proceeds to the Company are calculated before deduction of filing, legal, accounting, printing and other expenses incurred in connection with the Offering.

**THE UNITS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION, AND ARE BEING OFFERED IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS. THE UNITS HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE PURCHASE OF UNITS OFFERED HEREBY INVOLVES A HIGH DEGREE OF RISK AND IS A SUITABLE INVESTMENT ONLY FOR PERSONS OF ADEQUATE MEANS WHO HAVE NO NEED FOR IMMEDIATE LIQUIDITY IN THIS INVESTMENT. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.**

## IMPORTANT NOTICES

**THIS MEMORANDUM IS BEING FURNISHED TO PROSPECTIVE INVESTORS IN CONNECTION WITH THE PRIVATE PLACEMENT OF THE UNITS AND MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE. ANY PERSON WHO ACCEPTS DELIVERY OF THIS MEMORANDUM AGREES TO HOLD IT IN CONFIDENCE AND, IF SUCH PERSON ELECTS NOT TO INVEST, TO RETURN IT ALONG WITH ALL DOCUMENTS ATTACHED HERETO TO THE COMPANY. REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM, IN FULL OR IN PART, OR THE DISCLOSURE OF ANY OF ITS CONTENTS IS PROHIBITED. IN ADDITION, THIS MEMORANDUM CONSTITUTES AN OFFER ONLY IF A NAME AND MEMORANDUM IDENTIFICATION NUMBER APPEAR IN THE APPROPRIATE SPACE PROVIDED FOR HEREIN, AND SUCH OFFER IS MADE ONLY TO THE PERSON NAMED.**

**THE UNITS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN EXEMPTION THEREFROM. PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THEY WOULD BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.**

**INVESTMENT IN THE UNITS WILL INVOLVE SIGNIFICANT RISKS, INCLUDING THOSE DESCRIBED IN THE SECTION ENTITLED "RISK FACTORS." INVESTORS SHOULD HAVE THE FINANCIAL ABILITY AND WILLINGNESS TO ACCEPT THE RISKS AND LACK OF LIQUIDITY THAT ARE CHARACTERISTIC OF THE INVESTMENT DESCRIBED HEREIN.**

**NO OFFERING MATERIALS ARE TO BE EMPLOYED IN THE OFFERING EXCEPT FOR THIS OFFERING MEMORANDUM (INCLUDING EXHIBITS, AMENDMENTS, AND SUPPLEMENTS HERETO) AND THE DOCUMENTS SUMMARIZED HEREIN. NO PERSON IS AUTHORIZED TO MAKE REPRESENTATIONS OR GIVE INFORMATION WITH RESPECT TO THE COMPANY OR UNITS EXCEPT FOR INFORMATION CONTAINED IN THIS OFFERING MEMORANDUM. PROSPECTIVE INVESTORS SHOULD RELY ONLY ON INFORMATION CONTAINED IN THIS OFFERING MEMORANDUM AND DOCUMENTS SUMMARIZED HEREIN. THIS OFFERING MEMORANDUM CONTAINS SUMMARIES OF IMPORTANT DOCUMENTS AND THE SUMMARIES ARE QUALIFIED BY REFERENCE TO THE FULL DOCUMENTATION.**

**PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, INVESTMENT, BUSINESS, OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT HIS, HER OR ITS OWN COUNSEL, ACCOUNTANT, AND OTHER ADVISORS AS TO LEGAL, INVESTMENT, BUSINESS, TAX, AND RELATED ASPECTS OF A PURCHASE OF THE UNITS. THE COMPANY IS NOT MAKING ANY REPRESENTATIONS TO ANY OFFEREE OR PURCHASER OF THE UNITS REGARDING THE LEGALITY OF AN INVESTMENT THEREIN BY SUCH OFFEREE OR PURCHASER UNDER APPROPRIATE LEGAL INVESTMENT OR SIMILAR LAWS. NO RULING FROM THE INTERNAL REVENUE SERVICE OR THE OFFICE OF INSPECTOR-GENERAL HAS BEEN OBTAINED OR WILL BE SOUGHT**

**WITH RESPECT TO ANY OF THE MATTERS DESCRIBED IN THIS OFFERING MEMORANDUM.**

**THE COMPANY RESERVES THE RIGHT TO WITHDRAW THIS OFFERING OF THE UNITS AT ANY TIME AND RESERVES THE RIGHT TO REJECT ANY COMMITMENT TO SUBSCRIBE FOR UNITS IN WHOLE OR IN PART AND TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE FULL AMOUNT OF UNITS SOUGHT BY SUCH INVESTOR.**

**THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, A SECURITY IN ANY JURISDICTION OR TO ANY PERSON TO WHOM OR TO WHICH IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION IN SUCH JURISDICTION.**

**IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE COMPANY WILL PROVIDE EACH PROSPECTIVE INVESTOR OR HIS, HER, OR ITS AGENT, DURING THIS OFFERING, THE OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, APPROPRIATE REPRESENTATIVES OF THE COMPANY CONCERNING ANY ASPECT OF THE COMPANY AND ITS BUSINESS AND TO OBTAIN ADDITIONAL INFORMATION TO THE EXTENT THAT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE. NO PROSPECTIVE INVESTOR SHOULD SUBSCRIBE FOR UNITS UNLESS SATISFIED THAT HE, SHE OR IT HAS ASKED FOR AND RECEIVED ALL INFORMATION THAT WOULD ENABLE HIM, HER OR IT TO EVALUATE THE MERITS AND RISKS OF THE PROPOSED INVESTMENT. NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS NOT CONTAINED IN THIS MEMORANDUM IN CONNECTION WITH THE OFFERING.**

**THE INFORMATION CONTAINED IN THIS MEMORANDUM IS INTENDED TO BE CURRENT AS OF THE DATE OF THIS MEMORANDUM. NO REPRESENTATION OR WARRANTY IS MADE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION AFTER SUCH DATE, AND NOTHING CONTAINED IN THIS MEMORANDUM IS, OR SHALL BE RELIED ON AS, A PROMISE OR REPRESENTATION AS TO THE FUTURE.**

**STATEMENTS IN THIS MEMORANDUM THAT ARE NOT HISTORICAL FACTS ARE HEREBY IDENTIFIED AS “FORWARD LOOKING STATEMENTS” FOR THE PURPOSE OF THE SAFE HARBOR PROVIDED BY SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934 AND SECTION 27A OF THE SECURITIES ACT OF 1933. THE COMPANY CAUTIONS READERS THAT SUCH FORWARD LOOKING STATEMENTS, INCLUDING WITHOUT LIMITATION THOSE RELATING TO THE COMPANY’S FUTURE BUSINESS PROSPECTS, DEMAND FOR THE SERVICES OF THE COMPANY IN GENERAL, REVENUES, CAPITAL NEEDS, AVAILABILITY OF CREDIT, INTEREST COSTS AND INCOME, WHEREVER THEY OCCUR IN THIS MEMORANDUM OR IN OTHER STATEMENTS ATTRIBUTABLE TO THE COMPANY, ARE NECESSARILY ESTIMATES REFLECTING THE BEST JUDGMENT OF THE COMPANY AND INVOLVE A NUMBER OF RISKS AND**

**UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE SUGGESTED BY THE FORWARD LOOKING STATEMENTS. SUCH FORWARD LOOKING STATEMENTS SHOULD, THEREFORE, BE CONSIDERED IN LIGHT OF VARIOUS IMPORTANT FACTORS, INCLUDING THOSE SET FORTH IN THIS MEMORANDUM AND OTHER MATTERS, WHICH ARE SET FORTH FROM TIME TO TIME.**

***ADDRESS AND TELEPHONE NUMBER OF***

***HOMEVEST.IO, LLC:***

**Homvest.io, LLC  
330 Changebridge Rd.  
Suite 101  
Pine Brook, New Jersey 07058  
Telephone: (732) 691-6250  
micur@gmail.com**

## NOTICE REGARDING FINANCIAL PROJECTIONS

**THIS AGREEMENT AND THE ACCOMPANYING EXHIBITS INCLUDE CERTAIN PROJECTIONS AND OTHER FORWARD-LOOKING INFORMATION PROVIDED BY THE COMPANY WITH RESPECT TO THE ANTICIPATED FUTURE PERFORMANCE OF THE COMPANY. THE ASSUMPTIONS AND ESTIMATES UNDERLYING THE PROJECTIONS ARE INHERENTLY UNCERTAIN AND, THOUGH CONSIDERED REASONABLE BY THE COMPANY, ARE SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, REGULATORY, COMPETITIVE AND OTHER UNCERTAINTIES AND CONTINGENCIES, ALL OF WHICH ARE DIFFICULT TO PREDICT AND MANY OF WHICH ARE BEYOND THE CONTROL OF THE COMPANY. ACCORDINGLY, THERE CAN BE NO ASSURANCE THAT THE PROJECTED RESULTS WILL BE REALIZED. THE COMPANY DOES NOT INTEND TO UPDATE OR OTHERWISE REVISE THESE PROJECTIONS TO REFLECT CIRCUMSTANCES EXISTING AFTER THE DATE HEREOF OR TO REFLECT THE OCCURRENCE OF FUTURE EVENTS, EVEN IN THE EVENT THE ASSUMPTIONS OR ESTIMATES UNDERLYING THE PROJECTIONS ARE SHOWN TO BE IN ERROR. THE PROJECTIONS SHOULD NOT BE RELIED UPON BY INVESTORS AS PREDICTIONS OF FUTURE EVENTS. RATHER, INVESTORS ARE EXPECTED TO CONDUCT THEIR OWN INVESTIGATIONS AS TO THE COMPANY. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.**

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## SUMMARY OF THE OFFERING

TOPIC	SUMMARY
<b>ISSUER:</b>	Homevest.io, LLC, a New Jersey limited liability company
<b>SECURITIES OFFERED:</b>	Membership Interest Units (the “Units”)
<b>EXEMPTION FROM REGISTRATION</b>	The Company intends to conduct this Offering as a private placement in compliance with the requirements of Regulation D promulgated under the Securities Act.
<b>PER SHARE AMOUNT:</b>	\$1.00 per Unit; Only whole Units will be sold.
<b>AMOUNT OF OFFERING:</b>	Up to \$2,500,000.00 (excluding any amounts attributable to Oversubscriptions)
<b>MINIMUM AND MAXIMUM INVESTMENT SIZE:</b>	Minimum investment is 2,500 Units, and there is no maximum investment.
<b>OFFERING PERIOD:</b>	The Offering period will begin on June 15, 2024 and the Offering will remain open until December 15, 2024, although the Company may close the Offering on an earlier date, or extend it, at its sole discretion for an additional six-month term.
<b>INVESTOR SUITABILITY STANDARDS:</b>	Subscriptions for Units will be accepted only from “accredited investors” as defined in Regulation D promulgated under the Securities Act.

**TOPIC**

**SUMMARY**

**USE OF PROCEEDS:**

The aggregate capital from a fully subscribed Offering will be the aggregate contributions of a fully subscribed Offering may amount to \$2,500,000.00. In the event that not all of the Units are sold, the proceeds will be adjusted accordingly on a pro rata basis. Those proceeds would be utilized by the Company as follows (assuming full subscription):

Gross Offering Proceeds of \$2,500,000.00

Less Offering Expenses: \$ 25,000.00

Proceeds Available for Company \$2,475,000.00

The funds will be utilized as noted herein. See “Use of Proceeds.”

**OFFER AND SALE OF UNITS:**

The Units will be offered by the Company, at a price of \$1.00 per Unit, for a total offering of \$2,500,000.00. Units will be offered and sold only according to an exemption obtained under Regulation D of the Securities Act. The Offering will terminate upon the earlier of the sale of 2,500,000 Units or December 15, 2024, which termination date may be extended by the Company in its sole discretion, without notice to the prospective investors (the “Subscription Period”). There is a minimum offering requirement of \$50,000.00 for the Company to accept and use subscribed funds. The Company will begin accepting subscriptions after the Offering period begins and until the Subscription Period ends.

**OVERSUBSCRIPTION**

To the extent requested by Investors, the Company may accept Oversubscriptions of no more than \$500,000. Participating Investors will receive additional Units of the Company in consideration of such oversubscription.

**GOVERNANCE AND MANAGEMENT:**

Day to day management of the Company is vested in the Manager of the Company (the “**Manager**”), who has authority to direct and control the Company.

**FOUNDING MEMBERS:**

Michael Uhr (the “**Founding Member**”) is the founding members of the Company. The Founding Member will own 75% of the fully diluted Units of the Company’s Units, assuming a full subscription for 2,500,000 Units.

**TOPIC****SUMMARY****DISTRIBUTIONS:**

The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Managers in accordance with the New Jersey Limited Liability Company Act.

**VOTING RIGHTS:**

Holders of the Company's Units are entitled to voting rights in proportion to their percentage relative to the total amount of Units issued.

**ADDITIONAL INFORMATION:**

The Company will answer inquiries from prospective investors relating to the Offering, will make available any additional information prospective investors reasonably require regarding the Company and the Offering, and will obtain additional information, to the extent such information can be acquired without unreasonable effort or expense, necessary to verify the accuracy of any information or representations set forth in this Memorandum.

**RISK FACTORS:**

An investment in the Company is subject to significant economic and other risks. Consequently, a prospective investor must be able to bear a loss of his, her, or its entire investment in the Company. See "Risk Factors".

**CONFLICTS OF INTEREST:**

Certain Members and Managers may have financial interests in various transactions and relationships related to the Company and the Offering. See "Conflicts of Interest".

## **BUSINESS OF THE COMPANY**

The following is a concise overview of Homevest's strategic business approach. Detailed insights and the complete business plan are included as an addendum to this document.

### **Overview:**

Homevest is a pioneering fractional real estate investment platform that enables investors to purchase shares in single-family rental homes. By democratizing access to real estate investing, Homevest offers a unique opportunity for individuals to participate in the property market with significantly reduced capital requirements.

### **Business Model:**

Homevest's business model revolves around the acquisition of single-family rental homes, which are then divided into fractional shares and sold to investors. The platform generates revenue through a 10% markup on each home sold, a portion of rental incomes, brokerage fees (coming soon), and portion of the capital gains from the final sale of the home. This structure allows for scalable growth while providing investors with a passive income stream from rental earnings and potential property appreciation.

### **Market Opportunity:**

The target markets for Homevest include high-growth regions such as Florida, Georgia, and the Carolinas, where economic and demographic trends support a strong demand for rental housing. The rise in renter-occupied housing units across the U.S. underscores the growing preference for rental accommodations, further validating Homevest's market strategy.

### **Investment Strategy:**

Homevest's investment strategy focuses on properties that are likely to appreciate in value and generate stable rental income. Each property is structured as an individual LLC, offering investors limited liability and tax advantages. The platform targets properties based on a rigorous selection process that includes analysis of market trends, property valuations, and renter demand.

### **Homevest Real Estate Fund:**

Homevest has introduced an innovative real estate fund that offers investors the opportunity to purchase a basket of homes, thereby diversifying their investment risk. The Homevest Single Family Rental Fund is a perpetual fund designed to streamline the investment process, making it easy for investors to spread their investments across multiple properties and markets. This approach to investment allows for significant diversification, as the continuous addition of new homes to the fund ensures that investors are not overly exposed to the risks associated with any single property or market.

The fund targets single-family rental homes, which are particularly appealing due to their potential for long-term growth and consistent income flow. By focusing on acquiring properties in thriving markets and managing them effectively, Homevest aims to maximize value for investors through

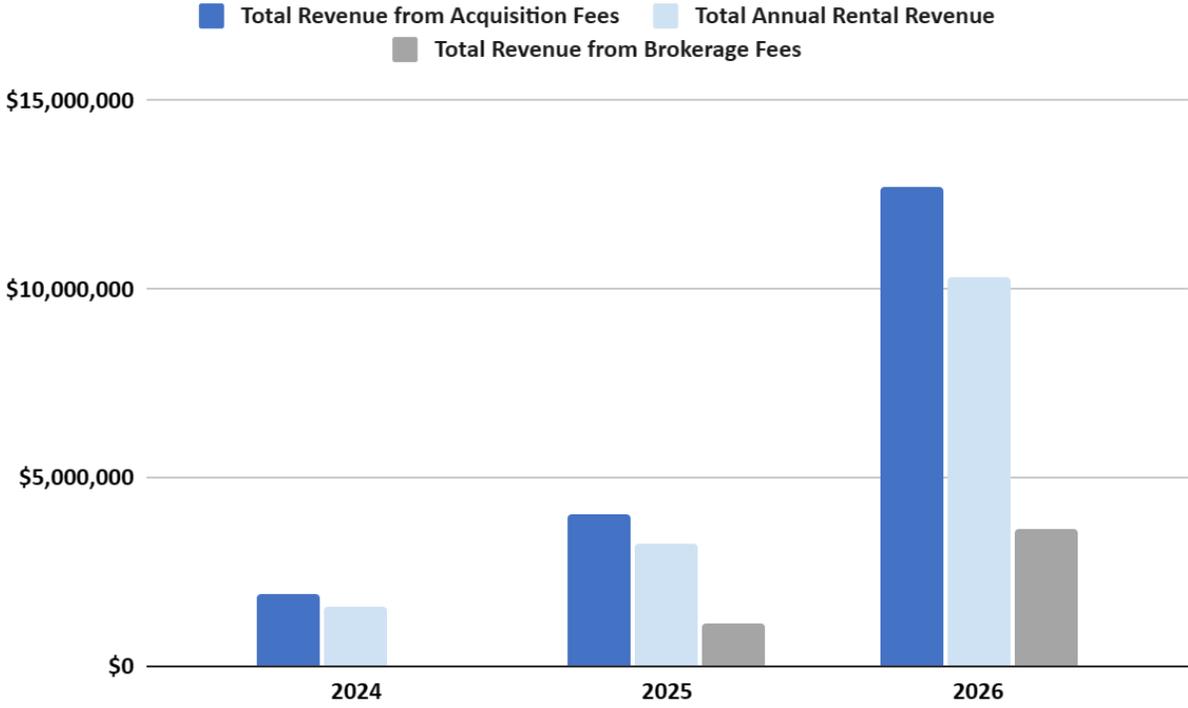
both stable rental income and capital appreciation. This strategy, combined with the ease of investing in a diversified portfolio through a single fund, positions Homevest as a compelling option for those looking to invest in the real estate market with reduced risk and enhanced potential for returns.

**Financial Projections:**

Homevest projects robust growth in investor returns driven by the appreciation of property values and increases in rental prices. The platform’s scalable model allows for the continuous addition of new properties, diversifying investment options and spreading risk across multiple assets.

The Homevest management team comprises experienced professionals from real estate, finance, and technology sectors. Their combined expertise ensures effective property management, strategic asset acquisition, and innovative platform enhancements.

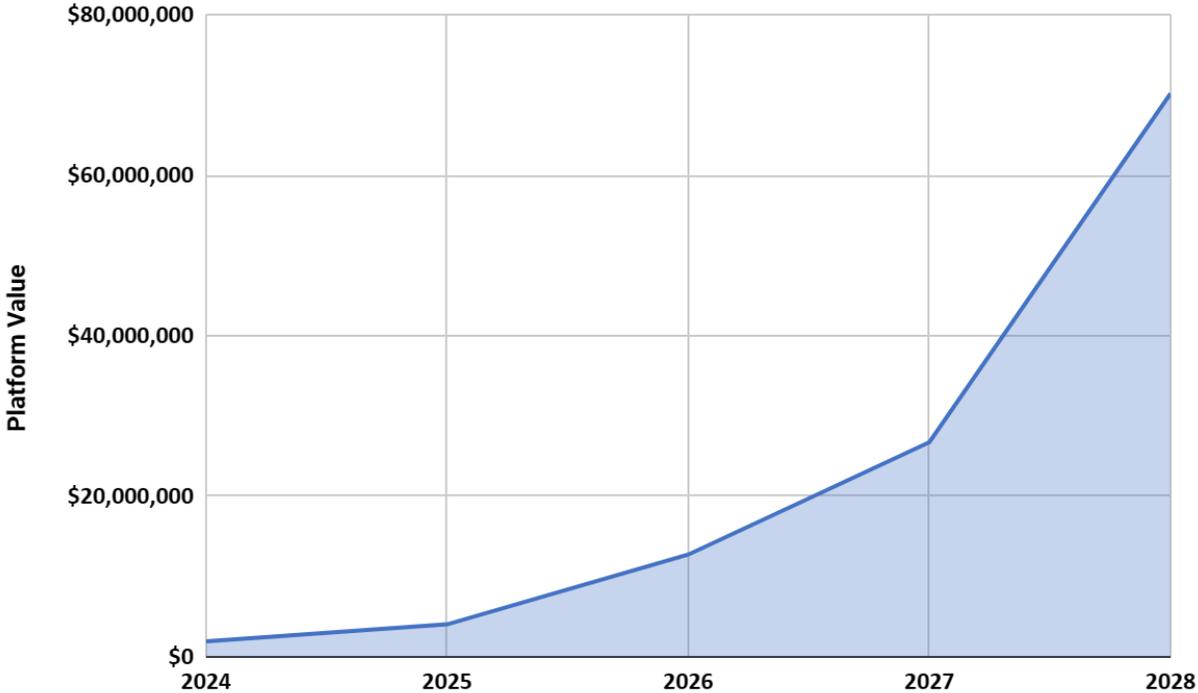
**Projected Revenue Growth**



### Projected Value of Equity

The growth in the value of equity from minority ownership in each house on a platform can contribute significantly to overall returns by allowing investors to benefit from the appreciation of property values over time. As the properties increase in value, the equity stake of the minority owners also grows, leading to a higher return on investment when the properties are eventually sold or refinanced. Additionally, if the platform facilitates improvements or developments that enhance the value of the properties, this can further amplify the returns for minority equity holders.

### Homevest.io Equity Investor’s Equity Value (based on a 10% equity position in each home)



### Exit Strategy

Homevest, as a startup in the fractional real estate investment sector, has several potential exit strategies that align with common practices for startups aiming to provide returns to early investors. The

**Initial Public Offering (IPO):** Homevest could aim for an IPO, which would allow it to access public capital markets, providing liquidity for early investors and raising funds for further expansion.

**Acquisition by a Larger Company:** Being acquired by a larger entity in the real estate or financial services sector is another viable exit strategy. This would provide a direct financial return to the investors and could potentially offer strategic benefits to the acquiring company.

**Management Buyout (MBO):** The management team could decide to buy out the investors, offering a straightforward exit route that keeps the company's operations stable.

Each of these strategies would be considered based on the company's growth trajectory, market conditions, and the objectives of its stakeholders.

**Management Team:**

**The following individuals (or entities) represent the company as a director, officer or promoter of the offering:**

*Name:* Michael Uhr

*Position with issuer and date(s) of service.*

2/15/2024 – Present President/Chief Manager

*Principal occupation and employment responsibilities during at least the last three (3) years with start and ending dates.*

<b>Start Date</b>	<b>End Date</b>	<b>Company</b>	<b>Position /Title</b>
08/27/2023	Present	Homevest	Chairman
2017	2023	Raven Transport	Manager
06/2016	2/2023	Clifton Development	Manager
05/2013	01/2023	Sharps Assure, LLC	President

Michael has over 30 years of experience in buying, selling, and managing single family home rentals across the United States. He will provide his leadership and first-hand knowledge to drive Homevest's core vision and mission. He studied economics at Ocean County University.

Note: For full disclosure, Mr. Uhr has the following publicly available items to disclose: A civil judgment for \$276,945 in January 2024. A civil judgment for \$128,373.03 in April 2023. A civil judgment against Mr. Uhr for \$5,708,951 in August 2021 (related to the acquisition of land for a development still in progress), a New Jersey state tax lien for \$30,214 in July 2021, a civil judgment for \$15,000 in March 2021 and a civil judgment for \$44,802 in July 2019.

*Name:* Michael Corkery

***Position with issuer and date(s) of service***

2/15/2024 – Advisor/Independent Contractor

**Principal occupation and employment responsibilities during at least the last three (3) years with start and ending dates**

<b>Start Date</b>	<b>End Date</b>	<b>Company</b>	<b>Position / Title</b>
02/15/2024	Present	Homevest	Co-Founder
04/15/2024	Present	Rise Reality	Real Estate Agent
08/01/2021	Present	Typhoon Studios	Founder

Michael is a Chartered Financial Analyst (CFA) and licensed real estate agent. He will provide his corporate finance background and real estate expertise to drive growth at Homevest.

***Name:*** Eli Uhr

***Position with issuer and date(s) of service***

2/15/2024 – Advisor/Independent Contractor

***Principal occupation and employment responsibilities during at least the last three (3) years with start and ending dates***

<b>Start Date</b>	<b>End Date</b>	<b>Company</b>	<b>Position / Title</b>
09/21/2022	Present	Homevest	Co-Founder / Advisor

Eli has nearly a decade of single-family real estate experience. He provides his insight into identifying single family homes that meet the firm's strict investment criteria.

## **RISK FACTORS**

***AN INVESTMENT IN THE SECURITIES OFFERED HEREBY IS SPECULATIVE IN NATURE, INVOLVES A HIGH DEGREE OF RISK AND SHOULD NOT BE MADE BY ANY INVESTOR WHO CANNOT AFFORD THE LOSS OF HIS ENTIRE INVESTMENT. EACH PROSPECTIVE PURCHASER SHOULD CAREFULLY CONSIDER THE FOLLOWING RISKS AND SPECULATIVE FACTORS ASSOCIATED WITH THIS OFFERING, AS WELL AS OTHERS DESCRIBED ELSEWHERE IN THE AGREEMENT, BEFORE MAKING ANY INVESTMENT. THE AGREEMENT CONTAINS CERTAIN STATEMENTS RELATING TO FUTURE EVENTS OR THE FUTURE FINANCIAL PERFORMANCE OF OUR COMPANY. PROSPECTIVE INVESTORS ARE CAUTIONED THAT SUCH STATEMENTS ARE ONLY PREDICTIONS, INVOLVE RISKS AND UNCERTAINTIES, AND THAT ACTUAL EVENTS OR RESULTS MAY DIFFER MATERIALLY. IN EVALUATING SUCH STATEMENTS, PROSPECTIVE INVESTORS SHOULD SPECIFICALLY CONSIDER THE VARIOUS FACTORS IDENTIFIED IN THE AGREEMENT, INCLUDING THE MATTERS SET FORTH BELOW, WHICH COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE INDICATED BY SUCH FORWARD-LOOKING STATEMENTS.***

### **Risks Related to this Offering and Investment**

***We may undertake additional equity or debt financing that would dilute the Units in this offering.***

The Company may undertake further equity or debt financing, which may be dilutive to existing members, including you, or result in an issuance of securities whose rights, preferences and privileges are senior to those of existing members, including you, and also reducing the value of Units subscribed for under this Offering.

***An investment in the Units is speculative and there can be no assurance of any return on any such investment.***

An investment in the Company's Units is speculative, and there is no assurance that investors will obtain any return on their investment. Investors will be subject to substantial risks involved in an investment in the Company, including the risk of losing their entire investment.

***The Units are offered on a "Best Efforts" basis and we may not raise the Maximum Amount being offered.***

Since we are offering the Units on a "best efforts" basis, there is no assurance that we will sell enough Units to meet our capital needs. If you purchase Units in this Offering, you will do so without any assurance that we will raise enough money to satisfy the full Use Of Proceeds To Issuer which we have outlined in this Offering Circular or to meet our working capital needs.

***If the maximum offering is not raised, it may increase the amount of long-term debt or the amount of additional equity we need to raise.***

There is no assurance that the maximum number of Units in this Offering will be sold. If the maximum Offering amount is not sold, we may need to incur additional debt or raise additional equity in order to finance our operations. Increasing the amount of debt will increase our debt service obligations and make less cash available for distribution to our members.

Increasing the amount of additional equity that we will have to seek in the future will further dilute those investors participating in this Offering.

***We have not paid dividends in the past and do not expect to pay dividends in the future, so any return on investment may be limited to the value of our Units.***

We have never paid cash dividends on our Units and do not anticipate paying cash dividends in the foreseeable future. The payment of dividends on our Units will depend on earnings, financial condition and other business and economic factors affecting it at such time that management may consider relevant. If we do not pay dividends, our Units may be less valuable because a return on your investment will only occur if its stock price appreciates.

***We may not be able to obtain additional financing.***

Even if we are successful in selling the maximum number of Units in the Offering, we may require additional funds to continue and grow our business. We may not be able to obtain additional financing as needed, on acceptable terms, or at all, which would force us to delay our plans for growth and implementation of our strategy which could seriously harm our business, financial condition and results of operations. If we need additional funds, we may seek to obtain them primarily through additional equity or debt financings. Those additional financings could result in dilution to our current members and to you if you invest in this Offering.

***The offering price has been arbitrarily determined.***

The offering price of the Units has been arbitrarily established by us based upon our present and anticipated financing needs and bears no relationship to our present financial condition, assets, book value, projected earnings, or any other generally accepted valuation criteria. The offering price of the Units may not be indicative of the value of the Units or the Company, now or in the future.

***The management of the Company has broad discretion in application of proceeds.***

The management of the Company has broad discretion to adjust the application and allocation of the net proceeds of this offering in order to address changed circumstances and opportunities. As a result of the foregoing, our success will be substantially dependent upon the discretion and

judgment of the management of the Company with respect to the application and allocation of the net proceeds hereof.

***An investment in our Units could result in a loss of your entire investment.***

An investment in the Company's Units offered in this Offering involves a high degree of risk and you should not purchase the Units if you cannot afford the loss of your entire investment. You may not be able to liquidate your investment for any reason in the near future.

***There is no assurance that we will be able to pay dividends to our Members.***

While we may choose to pay dividends at some point in the future to our members, there can be no assurance that cash flow and profits will allow such distributions to ever be made.

***Sales of a substantial number of Units of our stock may cause the price of our stock to decline.***

If our members sell substantial amounts of our Units in the public market, Units sold may cause the price to decrease below the current offering price. These sales may also make it more difficult for us to sell equity or equity related securities at a time and price that we deem reasonable or appropriate.

***We have made assumptions in our projections and in Forward-Looking Statements that may not be accurate.***

The discussions and information in this Offering Circular may contain both historical and "forward-looking statements" which can be identified by the use of forward-looking terminology including the terms "believes," "anticipates," "continues," "expects," "intends," "may," "will," "would," "should," or, in each case, their negative or other variations or comparable terminology. You should not place undue reliance on forward-looking statements. These forward-looking statements include matters that are not historical facts. Forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. Forward-looking statements contained in this Offering Circular, based on past trends or activities, should not be taken as a representation that such trends or activities will continue in the future. To the extent that the Offering Circular contains forward-looking statements regarding the financial condition, operating results, business prospects, or any other aspect of our business, please be advised that our actual financial condition, operating results, and business performance may differ materially from that projected or estimated by us. We have attempted to identify, in context, certain of the factors we currently believe may cause actual future experience and results to differ from our current expectations. The differences may be caused by a variety of factors, including but not limited to adverse economic conditions, lack of market acceptance, reduction of consumer demand, unexpected costs and operating deficits, lower sales and revenues than forecast, default on leases or other indebtedness, loss of suppliers, loss of supply, loss of distribution and service contracts, price increases for capital, supplies and materials, inadequate capital, inability to raise capital or financing, failure to obtain customers, loss of customers, the risk of litigation and administrative proceedings involving the Company or its employees, loss of government licenses

and permits or failure to obtain them, higher than anticipated labor costs, the possible acquisition of new businesses or products that result in operating losses or that do not perform as anticipated, resulting in unanticipated losses, the possible fluctuation and volatility of the Company's operating results and financial condition, adverse publicity and news coverage, inability to carry out marketing and sales plans, loss of key executives, changes in interest rates, inflationary factors, and other specific risks that may be referred to in this Offering Circular or in other reports issued by us or by third-party publishers.

***You should be aware of the long-term nature of this investment.***

Because the Units have not been registered under the Securities Act or under the securities laws of any state or non-United States jurisdiction, the Units may have certain transfer restrictions. It is not currently contemplated that registration under the Securities Act or other securities laws will be effected. Limitations on the transfer of the Units may also adversely affect the price that you might be able to obtain for the Units in a private sale. You should be aware of the long-term nature of your investment in the Company. You will be required to represent that you are purchasing the Securities for your own account, for investment purposes and not with a view to resale or distribution thereof.

***The Units in this Offering have no protective provisions.***

The Units in this Offering have no protective provisions. As such, you will not be afforded protection by any provision of the Units or as a Member in the event of a transaction that may adversely affect you, including a reorganization, restructuring, merger or other similar transaction involving the Company. If there is a 'liquidation event' or 'change of control' the Units being offered do not provide you with any protection. In addition, there are no provisions attached to the Units in the Offering that would permit you to require the Company to repurchase the Units in the event of a takeover, recapitalization or similar transaction.

***You will not have significant influence on the management of the Company.***

Substantially all decisions with respect to the management of the Company will be made exclusively by the officers, directors, managers or employees of the Company. You will have a very limited ability, if at all, to vote on issues of Company management and will not have the right or power to take part in the management of the Company and will not be represented on the board of directors or by managers of the Company. Accordingly, no person should purchase Units unless he or she is willing to entrust all aspects of management to the Company.

***There is no guarantee of any return on your investment.***

There is no assurance that you will realize a return on your investment or that you will not lose your entire investment. For this reason, you should read this Offering Circular and all exhibits and referenced materials carefully and should consult with your own attorney and business advisor prior to making any investment decision.

***Our Subscription Agreement identifies the state of Florida for purposes of governing law.***

The Company's Subscription Agreement for Units issued under this Offering contains a choice of law provision stating, "all questions concerning the construction, validity, enforcement and interpretation of the Offering Circular, including, without limitation, this Subscription Agreement, shall be governed by and construed and enforced in accordance with the laws of the State of Florida." As such, excepting matters arising under federal securities laws, any disputes arising between the Company and members acquiring Units under this offering shall be determined in accordance with the laws of the state of Florida. Furthermore, the Subscription Agreement establishes the state and federal courts located in Florida as having jurisdiction over matters arising between the Company and members.

These provisions may discourage member lawsuits or limit members' ability to obtain a favorable judicial forum in disputes with the Company and its directors, officers, or other employees.

***There is currently no trading market for our Common Stock, and we cannot ensure that one will ever develop or be sustained.***

There is no current market for any of our Units of stock and a market may not develop. We anticipate that Units contemplated in this Offering will trade in the over-the-counter market via OTC Markets but cannot guarantee the timeframe in which that will occur, if at all. As such, individuals who choose to participate in this Offering do so with the understanding that a liquid market for the Units purchased may never develop.

IN ADDITION TO THE RISKS LISTED ABOVE, BUSINESSES ARE OFTEN SUBJECT TO RISKS NOT FORESEEN OR FULLY APPRECIATED BY THE MANAGEMENT. IT IS NOT POSSIBLE TO FORESEE ALL RISKS THAT MAY AFFECT THE COMPANY. MOREOVER, THE COMPANY CANNOT PREDICT WHETHER THE COMPANY WILL SUCCESSFULLY EFFECTUATE THE COMPANY'S CURRENT BUSINESS PLAN. EACH PROSPECTIVE PURCHASER IS ENCOURAGED TO CAREFULLY ANALYZE THE RISKS AND MERITS OF AN INVESTMENT IN THE SECURITIES AND SHOULD TAKE INTO CONSIDERATION WHEN MAKING SUCH ANALYSIS, AMONG OTHER FACTORS, THE RISK FACTORS DISCUSSED ABOVE.

***Management has broad discretion as to the use of proceeds.***

The net proceeds from this Securities Offering will be used for the purposes described under "USE OF PROCEEDS." The Company reserves the right to use the funds obtained from this Offering for other similar purposes not presently contemplated, which it deems to be in the best interests of the Company in order to address changed circumstances or opportunities. This poses a risk to an investor should they be relying on current use of proceeds forecasts for the investment as business conditions may require a change of the use of these funds.

***Public health epidemics or outbreaks could adversely impact our business.***

In December 2019, a novel strain of coronavirus (COVID-19) emerged in Wuhan, Hubei Province, China. While initially the outbreak was largely concentrated in China and caused significant disruptions to its economy, it has now spread to several other countries and infections have been reported globally. The extent to which the coronavirus impacts our operations will depend on future developments, which are highly uncertain and cannot be predicted with confidence, including the duration of the outbreak, new information which may emerge concerning the severity of the coronavirus and the actions to contain the coronavirus or treat its impact, among others. In particular, the continued spread of the coronavirus globally could adversely impact our operations, and could have an adverse impact on our business and our financial results.

If we make mistakes or have unforeseen things happen to us, our suppliers or the world, we can make little or no profit and can be driven out of business.

### **THE BOTTOM LINE:**

**Investment in the securities of smaller companies can involve greater risk than is generally associated with investment in larger, more established companies. All investments can result in significant or total loss of your loan and/or investment. If we do well, the stock should do well also, yet life offers no guarantees and neither can we. If we make mistakes or have unforeseen things happen to us, our suppliers or the world, we can make little or no profit and can be driven out of business. We cannot guarantee success, return on investment, or repayment of loans.**

**Please only invest what you can afford to lose.**

## USE OF PROCEEDS

	If Target Offering Amount Sold	If Maximum Offering Amount Sold
<b>Total Proceeds</b>	<b>\$50,000.00</b>	<b>\$2,500,000.00</b>
<b>Less: Offering Expenses</b>	\$5,000.00	\$25,000.00
<b>Net Proceeds</b>	<b>\$45,000.00</b>	<b>2,475,000.00</b>
<b>Use of Net Proceeds</b>		
Sales and Marketing	\$10,000	\$200,000
Payroll	\$10,000	\$225,000
Acquiring Investment Homes		\$1,700,000
General Operating Capita	\$20,000	\$350,000
<b>Total Use of Net Proceeds</b>	<b>\$45,000</b>	<b>\$2,475,000.00</b>

## **CONFLICTS OF INTEREST**

### **General**

The interests of the Manager and his affiliates may conflict with the interests of the prospective investors and the Company in a number of ways. The Manager generally will attempt to handle these and other conflicts of interests in a manner that he deems to be fair and equitable under the circumstances, but there can be no assurance that they will be successful in this attempt, and the result in any particular case may be materially disadvantageous to the Company or the Investors relative to other interests. These conflicts of interest include those specifically discussed below.

### **Common Ownership with the Company**

The Members, Managers, or Investors, or companies that they own or control, may have other financial interests in the Company. The Company is not prohibited from entering into relationships where common ownership exists between the Members or Managers, other Investors, or the Company. This right may prohibit the Company from maximizing its revenue opportunities.

### **Impact of Certain Governmental Laws and Regulations**

The Company cannot ensure that future changes to the laws will not have an adverse effect on the Company's business and the right for an Investor to participate in an investment such as the ones contemplated by the Company in the Portfolio Companies.

**EXHIBIT A**  
**CERTIFICATE OF FORMATION**

**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES**

**FILING CERTIFICATION (CERTIFIED COPY)**

**HOMEVEST.IO LLC  
0451014933**

I, the Treasurer of the State of New Jersey, do hereby certify, that the above-named did file and record in this department the below listed document(s) and that the foregoing is a true copy of the formation certificate as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.

*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
27th day of August, 2023*



A handwritten signature in black ink, appearing to read 'Elizabeth Maher Muoio'.

*Elizabeth Maher Muoio  
State Treasurer*

*Certificate Number : 4218225082  
Verify this certificate online at  
[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)*

NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

HOMEVEST.IO LLC  
0451014933

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 08/27/2023 and was assigned identification number 0451014933. Following are the articles that constitute its original certificate.

1. **Name:**  
HOMEVEST.IO LLC
2. **Registered Agent:**  
UNITED STATES CORPORATION AGENTS, INC.
3. **Registered Office:**  
330 CHANGEBRIDGE RD STE 101  
PINE BROOK, NEW JERSEY 07058
4. **Business Purpose:**  
REAL ESTATE HOLDING COMPANY
5. **Duration:**  
PERPETUAL
6. **Effective Date of this Filing is:**  
08/27/2023
7. **Members/Managers:**  
MICHAEL UHR  
111 TOWN SQUARE PL STE 1238 #388760  
JERSEY CITY, NEW JERSEY 07310
8. **Main Business Address:**  
111 TOWN SQUARE PL STE 1238 #388760  
JERSEY CITY, NEW JERSEY 07310

**Signatures:**

TODD MCREYNOLDS  
AUTHORIZED REPRESENTATIVE



Certificate Number : 4218225160  
Verify this certificate online at  
[https://www1.state.nj.us/TYTR\\_StandingCert:JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert:JSP/Verify_Cert.jsp)

IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
27th day of August, 2023

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio  
State Treasurer

**EXHIBIT B**  
**OPERATING AGREEMENT**

## Operating Agreement

### **homevest.io LLC, a New Jersey Limited Liability Company**

THIS OPERATING AGREEMENT of homevest.io LLC (the “Company”) is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a New Jersey limited liability company under the Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of New Jersey. The Members hereby adopt and approve the certificate of formation of the Company filed with the New Jersey Department of the Treasury, Division of Revenue/Corporate Filing Unit.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

#### ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Limited Liability Company Act.

“Agreement” means this Operating Agreement of the Company, as may be amended from time to time.

“Capital Account” means, with respect to any Member, an account consisting of such Member’s Capital Contribution, (1) increased by such Member’s allocated share of income and gain, (2) decreased by such Member’s share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

“Capital Contribution” means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

“Exhibit” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Manager” means each Person who has authority to manage the business and affairs of the Company pursuant to this Agreement; such Persons are listed on Exhibit B, as may be updated from time to time according to the terms of this Agreement. A Manager may be, but is not required to be, a Member.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by

- (2) the total number of Units owned by all of the Members of the Company (expressed as “TU” in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

“Person” means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Units” mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

## ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

**2.1 Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member’s name on Exhibit A to become a Member of the Company.

**2.2 Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member’s respective Percentage Interest or as otherwise unanimously agreed by the Members.

### **2.3 Additional Members.**

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Managers deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

**2.4 Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

**2.5 Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

**2.6 Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

### ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

**3.1 Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

**3.2 Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Managers in accordance with the Limited Liability Company Act.

**3.3 Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

## ARTICLE 4: MANAGEMENT

### 4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Limited Liability Company Act, the business and affairs of the Company will be managed by the Board of Managers, as further described below. The initial Managers will be the Persons named in the Company's articles of organization filed with the New Jersey Secretary of State. The Managers will act under the direction of the Members and may be elected or removed at any time, for any reason or no reason, by the Members holding a majority of the Voting Interest of the Company. Exhibit B must be amended to reflect any changes in Managers.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by a majority of Managers, to constitute the act of the Company or serve to bind the Company, but if the Managers cannot reach a majority vote, the dispute will be submitted to the Members to be resolved by the affirmative vote of the Members holding at least a majority of the Voting Interest of the Company. With such approval, the signature of any Managers authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Managers acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;

- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

**4.2 Meetings of Managers.** Regular meetings of the Managers are not required but may be held at such time and place as the Managers deem necessary or desirable for the reasonable management of the Company. Meetings may take place in person, by conference call, or by any other means permitted under the Limited Liability Company Act. In addition, Company actions requiring a vote may be carried out without a meeting if all of the Managers consent in writing to approve the action.

**4.3 Officers.** The Managers are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Managers determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Managers; or (b) the officer is dismissed or terminated by the Managers, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Managers, and may be terminated, at any time and for any reason, by the Managers.

## ARTICLE 5: ACCOUNTS AND ACCOUNTING

**5.1 Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 **Records.** The Managers will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 **Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 **Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.

5.6 **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Managers are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

## ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

6.1 **Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 **Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

## ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent or (c) upon not less than six (6) months' prior written notice to the Company at its principal business address. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will

be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

**7.2 Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

## ARTICLE 8: DISSOLUTION

**8.1 Dissolution.** The Company will be dissolved upon the first to occur of the following events:

- (i) The vote of the Members holding at least a majority of the Voting Interest of the Company to dissolve the Company;
- (ii) Entry of a decree of judicial dissolution under Section 42:2B-49 of the New Jersey Statutes;
- (iii) Ninety days after the date on which the Company no longer has at least one Member, unless at least one new Member is admitted within that 90-day period;
- (iv) The sale or transfer of all or substantially all of the Company's assets;
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

**8.2 No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

## ARTICLE 9: INDEMNIFICATION

**9.1 Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a

party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, Manager, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Manager, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under New Jersey law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

**9.2 Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, New Jersey law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

**9.3 Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification) or a majority of the Managers that are not seeking indemnification, as the case may be. Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

## ARTICLE 10: GENERAL PROVISIONS

**10.1 Notice.** (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this

Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

**10.2 Entire Agreement; Amendment.** This Agreement along with the Certificate of Formation Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Limited Liability Company Act.

**10.3 Governing Law; Severability.** This Agreement will be construed and enforced in accordance with the laws of the state of New Jersey. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

**10.4 Further Action.** Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

**10.5 No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

**10.6 Incorporation by Reference.** The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

**10.7 Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

*[Remainder Intentionally Left Blank.]*

**IN WITNESS WHEREOF**, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

9/19/2023

Dated: \_\_\_\_\_

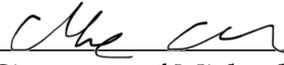
  
\_\_\_\_\_  
Signature of Michael Uhr

EXHIBIT A  
**MEMBERS**

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

<b>Members</b>	<b>Capital Contribution</b>	<b>Units</b>
Michael Uhr Address: 111 Town Square Pl Ste Jersey City, New Jersey 07310	30,000.00	1,800,000

EXHIBIT B  
**MANAGERS**

Manager(s) of the Company are set forth below.

Michael Uhr

EXHIBIT C  
**OFFICERS**

Officers of the Company are set forth below.

Name of Officer  
Michael Uhr

Title  
Chairman

**EXHIBIT C**  
**FINANCIAL STATEMENTS**

June 11, 2024

Artesian CPA, LLC  
Attn: Craig Denlinger, CPA  
1624 Market Street, Suite 202  
Denver, CO 80202

This representation letter is provided in connection with your review of the financial statements of Homevest.io, LLC (the “Company”) which comprise the balance sheets as of December 31, 2023 and the related statement of operations, changes in member’s equity, and cash flows for the period from August 27, 2023 (inception) to December 31, 2023, and the related notes to the financial statements, for the purpose of obtaining limited assurance that there are no material modifications that should be made to the financial statements in order for the financial statements to be in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP).

We confirm that we are responsible for the following:

- a. The fair presentation in the financial statements of financial position, results of operations, and cash flows in conformity with accounting principles generally accepted in the United States of America (GAAP)
- b. The design, implementation, and maintenance of programs and controls to prevent and detect fraud
- c. Establishing and maintaining effective internal control over financial reporting.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of the surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

Except where otherwise stated below, immaterial matters less than \$1,000 collectively are not considered to be exceptions that require disclosure for the purpose of the following representations. This amount is not necessarily indicative of amounts that would require adjustment to or disclosure in the financial statements.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, as of June 11, 2024:

*Financial Statements*

1. The financial statements referred to above are fairly presented in conformity with GAAP.
2. The Company has provided to you all relevant information and access as agreed in the terms of the engagement letter.

3. There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in financial reporting practices.
4. The Company has performed a risk assessment, including the assessment of the risk that the financial statements may be materially misstated as a result of fraud.
5. We have fulfilled our responsibilities, as set out in the terms of the engagement letter dated June 11, 2024, for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.
6. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
7. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
8. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
9. Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
10. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP, as applicable.
11. Guarantees, whether written or oral, under which the Company is contingently liable have been accounted for and disclosed in accordance with U.S. GAAP.
12. Significant estimates and material concentrations known to management have been disclosed in accordance with FASB Accounting Standards Codification 275, *Risks and Uncertainties*.
13. Other liabilities or gain or loss contingencies have been accrued or disclosed as required by FASB Accounting Standards Codification 450, *Contingencies*.
14. The methods, data, and significant assumptions used by us in making accounting estimates, and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in the context of the applicable financial reporting framework.

*Information Provided*

15. We have provided you with:
  - Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
  - Additional information that you have requested from us for the purpose of this engagement;
  - Unrestricted access to persons within the entity from whom you determined it necessary to obtain financial statements review evidence;
  - All minutes of the meetings of the members or summaries or actions of recent meetings for which minutes have not yet been prepared.

16. All transactions have been recorded in the accounting records and are reflected in the financial statements. There are no transactions that have not been properly recorded in the accounting records underlying the financial statements.
17. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
  - Management;
  - Employees who have significant roles in internal control; or
  - Others where fraud could have a material effect on the financial statements.
18. We have no knowledge of any allegations of fraud, or suspected fraud, affecting the Company's financial statements communicated by employees, former employees, analysts, regulators or others.
19. We have complied with all requirements to ensure Artesian CPA, LLC remains independent of the Company and all affiliates in accordance with the independence rules established by the AICPA.
20. We have disclosed to you all known instances of non-compliance or suspected non-compliance with laws and regulations whose effects should be considered when preparing financial statements.
21. We are not aware of any pending or threatened litigation and claims whose effects should be considered when preparing the financial statements and we have not consulted legal counsel concerning litigation or claims.
22. We have disclosed to you the identity of the Company's related parties and all the related party relationships and transactions of which we are aware.
23. The Company has no plans or intentions that may materially affect the carrying value or classifications of assets and liabilities.
24. There are no violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.
25. There are no known actual or possible litigation and claims whose effects should be considered and accounted for and disclosed in the financial statements and that have not been disclosed to you.
26. The Company has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
27. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of non-compliance.
28. The accounting and financial reporting policies disclosed are complete and the policy of the Company.
29. The Company has no federal or state tax obligations as of year end.
30. In preparing the financial statements in conformity with GAAP, management uses estimates. All estimates have been disclosed in the financial statements for which known information available prior to the issuance of the financial statements indicates that both of the following criteria are met.

31. It is at least reasonably possible that the estimate of the effect on the financial statements of a condition, situation, or set of circumstances that existed at the date of the financial statements will change in the near term due to one or more future confirming events.
32. The effect of the change would be material to the financial statements.
33. The tax footnotes accurately describe the Company's tax situation as of December 31, 2023.
34. The going concern footnote accurately describes all pertinent matters relating to the Company's ability to continue as a going concern. We have concluded there is substantial doubt to the Company's ability to continue as a going concern for the next twelve months and have therefore disclosed this fact.
35. All subsequent events disclosed are accurately portrayed, and such note contains all transactions and events that are material to the Company and, in management's best belief, incoming investors. The disclosed financing activity captures all equity activity of the Company to date.
36. The financial statements accurately, and completely, portray all equity activity of the Company, including all equity affecting transactions.
37. The Company agrees to the adoption of all accounting policies as disclosed in the financial statements.
38. In regard to the financial statement preparation services performed by you, we have:
  - Assumed all management responsibilities.
  - Designated an individual (within senior management) who possesses suitable skill, knowledge, or experience to oversee the services.
  - Evaluated the adequacy and results of the services performed.
  - Accepted responsibility for the results of the services.
39. All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed, as applicable.

*Michael Uhr*

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Michael Uhr, Managing Member  
Homevest.io, LLC

**Homevest.io LLC**  
**A New Jersey Limited Liability Company**

Financial Statement (Unaudited) and  
Independent Accountant's Review Report  
December 31, 2023

# HOMEVEST.IO LLC

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To the Managing Member of  
Homevest.io LLC  
Jersey City, NJ

### **INDEPENDENT ACCOUNTANT'S REVIEW REPORT**

We have reviewed the accompanying financial statements of Homevest.io LLC (the "Company"), which comprise the balance sheet as of December 31, 2023, and the related statement of operations, changes in member's equity, and cash flows for the period from August 27, 2023 (inception) to December 31, 2023, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

#### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America; this includes design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

#### **Accountant's Responsibility**

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our reviews.

#### **Accountant's Conclusion**

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for it to be in conformity with accounting principles generally accepted in the United States of America.

#### **Going Concern**

As discussed in Note 3, certain conditions indicate that the Company may be unable to continue as a going concern. The accompanying financial statements do not include any adjustments that might be necessary should the Company be unable to continue as a going concern.

**DRAFT**   
Artesian CPA, LLC

Denver, Colorado  
June 11, 2024

### **Artesian CPA, LLC**

1624 Market Street, Suite 202 | Denver, CO 80202  
p: 877.968.3330 f: 720.634.0905  
info@ArtesianCPA.com | www.ArtesianCPA.com

**HOMEVEST.IO LLC**  
**Balance Sheet (unaudited)**  
**As of December 31, 2023**

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	<u>December 31,</u> <u>2023</u>
<b>ASSETS</b>	
Current Assets:	
Deferred offering costs	\$ 11,500
Total Current Assets	<u>11,500</u>
Non-Current Assets:	
Software, net	\$ 19,500
Total Non-Current Assets	<u>19,500</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 31,000</u></u>
<b>LIABILITIES AND MEMBER'S EQUITY</b>	
Current Liabilities:	
Due to related party	\$ 14,900
Total Liabilities	<u>14,900</u>
Member's Equity:	
Capital contributions	52,800
Accumulated deficit	<u>(36,700)</u>
Total Member's Equity	<u>16,100</u>
<b>TOTAL LIABILITIES AND MEMBER'S EQUITY</b>	<u><u>\$ 31,000</u></u>

*MU*

See accompanying Independent Accountant's Review Report and accompanying notes to the financial statements, which are an integral part of these financial statements

# HOMEVEST.IO LLC

## Statement of Operations (unaudited)

For the period from August 27, 2023 (inception) to December 31, 2023

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	<u>2023</u>
Net revenues	\$ -
Expenses:	
General & administrative	24,700
Advertising & marketing	<u>12,000</u>
Total Expenses	36,700
Loss from operations	<u>(36,700)</u>
Other income (expenses)	-
Net Loss	<u><u>\$ (36,700)</u></u>

*MU*

See accompanying Independent Accountant's Review Report and accompanying notes to the financial statements, which are an integral part of these financial statements

# HOMEVEST.IO LLC

## Statement of Changes in Member's Equity (unaudited)

For the period from August 27, 2023 (inception) to December 31, 2023

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	Capital		Total Members'
	Contributions	Accumulated Deficit	Equity
Balance at August 27, 2023 (inception)	\$ 22,800	\$ -	\$ 22,800
Capital contributions	30,000	-	30,000
Net loss	-	(36,700)	(36,700)
Balance at December 31, 2023	<u>\$ 52,800</u>	<u>\$ (36,700)</u>	<u>\$ 16,100</u>

*MU*

See accompanying Independent Accountant's Review Report and accompanying notes to the financial statements, which are an integral part of these financial statements

# HOMEVEST.IO LLC

## Statement of Cash Flows (unaudited)

For the period from August 27, 2023 (inception) to December 31, 2023

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	<u>2023</u>
<b>Cash flows from operating activities</b>	
Net loss	\$ (36,700)
Adjustment to reconcile net loss to net cash used in operating activities:	
Expenses paid by the manager	<u>36,700</u>
Net cash used in operating activities	<u>-</u>
Net change in cash	-
Cash at beginning of the period	<u>-</u>
Cash at end of the period	<u><u>\$ -</u></u>
<b>Supplemental disclosure of cash flow information:</b>	
Cash paid for interest expense	<u>\$ -</u>
Cash paid for income tax	<u>\$ -</u>
<b>Supplemental disclosure of non-cash financing activities:</b>	
Capitalized software cost due to the manager	<u>\$ 4,500</u>
Deferred offering costs due to the manager	<u>\$ 5,000</u>

*MU*

See accompanying Independent Accountant's Review Report and accompanying notes to the financial statements, which are an integral part of these financial statements

# HOMEVEST.IO LLC

## Notes to the Financial Statements (unaudited)

As of December 31, 2023 and for the period from August 27, 2023 (inception) to December 31, 2023

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### NOTE 1: NATURE OF OPERATIONS

Homevest.io LLC (the “Company”) is a limited liability company formed on August 27, 2023, under the laws of New Jersey. The Company was formed to acquire and manage real estate property. The Company is managed by Michael Uhr (the “Manager”), its sole member.

As of December 31, 2023, the Company has not commenced planned principal operations nor generated revenue. The Company’s activities since inception have consisted of formation activities and preparations to raise capital. Once the Company commences its planned principal operations, it will incur significant additional expenses. The Company is dependent upon additional capital resources for the commencement of its planned principal operations and is subject to significant risks and uncertainties; including failing to secure funding to operationalize the Company’s planned operations or failing to profitably operate the business.

### NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Basis of Presentation

The accounting and reporting policies of the Company conform to accounting principles generally accepted in the United States of America (“GAAP”).

The Company adopted the calendar year as its basis of reporting.

#### Use of Estimates

The preparation of the financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates.

#### Significant Risks and Uncertainties

The Company has a limited operating history and has not yet generated revenue from intended operations. The Company's business and operations are sensitive to general business and economic conditions in the U.S. along with local, state, and federal governmental policy decisions. A host of factors beyond the Company's control could cause fluctuations in these conditions, including but not limited to credit risk and changes to regulations governing the Company’s industry. Adverse developments in these general business and economic conditions could have a material adverse effect on the Company's financial condition and the results of its operations.

#### Cash Equivalents and Concentration of Cash Balance

The Company considers all highly liquid securities with an original maturity of three months or less to be cash equivalents. The Company’s cash and cash equivalents in bank deposit accounts, at times, may exceed federally insured limits. As of December 31, 2023, the Company has no cash and cash equivalents.

See accompanying Independent Accountant’s Review Report

# HOMEVEST.IO LLC

## Notes to the Financial Statements (unaudited)

As of December 31, 2023 and for the period from August 27, 2023 (inception) to December 31, 2023

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### Deferred Offering Costs

The Company complies with the requirements of FASB ASC 340-10-S99-1 with regards to offering costs. Prior to the completion of an offering, offering costs are capitalized. The deferred offering costs are charged to member's equity upon the completion of an offering or to expense if the offering is not completed. As of December 31, 2023, the Company has capitalized \$11,500 deferred offering costs for its anticipated offering.

### Fair Value of Financial Instruments

Financial Accounting Standards Board ("FASB") guidance specifies a hierarchy of valuation techniques based on whether the inputs to those valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect market assumptions. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). The three levels of the fair value hierarchy are as follows:

Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 1 primarily consists of financial instruments whose value is based on quoted market prices such as exchange-traded instruments and listed equities.

Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly (e.g., quoted prices of similar assets or liabilities in active markets, or quoted prices for identical or similar assets or liabilities in markets that are not active).

Level 3 - Unobservable inputs for the asset or liability. Financial instruments are considered Level 3 when their fair values are determined using pricing models, discounted cash flows, or similar techniques and at least one significant model assumption or input is unobservable.

The carrying amounts reported in the balance sheet approximates their fair value.

### Software

The Company accounts for software development costs in accordance with several accounting pronouncements, including FASB ASC 730, Research and Development, FASB ASC 350-40, Internal-Use Software, FASB 985-20, Costs of Computer Software to be Sold, Leased, or Marketed and FASB ASC 350-50, Website Development Costs.

Costs incurred during the period of planning and design, prior to the period determining technological feasibility, for all software developed for use internal and external, have been charged to operations in the period incurred as research and development costs. Additionally, costs incurred after the determination of readiness for market have been expensed as research and development.

See accompanying Independent Accountant's Review Report

## **HOMEVEST.IO LLC**

### **Notes to the Financial Statements (unaudited)**

**As of December 31, 2023 and for the period from August 27, 2023 (inception) to December 31, 2023**

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The Company capitalizes certain costs in the development of its proprietary software for the period after technological feasibility was determined and prior to marketing and initial sales. Website development costs have been capitalized, under the same criteria as marketed software with an estimated useful life of 5 years. For the period from August 27, 2023 (inception) to December 31, 2023, the Company incurred and capitalized \$19,500 of software development costs.

The software has yet to be placed in service and no amortization has been recorded for the period ended December 31, 2023.

The Company reviews the carrying value of software for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the net realizable value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the property is used, and the effects of obsolescence, demand, competition, and other economic factors. Based on this assessment, there was no impairment for the period ended December 31, 2023.

#### Revenue Recognition

ASC Topic 606, “Revenue from Contracts with Customers” establishes principles for reporting information about the nature, amount, timing and uncertainty of revenue and cash flows arising from the entity’s contracts to provide goods or services to customers.

Revenues are recognized when control of the promised goods or services are transferred to a customer, in an amount that reflects the consideration that the Company expects to receive in exchange for those goods or services. The Company applies the following five steps in order to determine the appropriate amount of revenue to be recognized as it fulfills its obligations under each of its agreements: 1) identify the contract with a customer; 2) identify the performance obligations in the contract; 3) determine the transaction price; 4) allocate the transaction price to performance obligations in the contract; and 5) recognize revenue as the performance obligation is satisfied.

As of December 31, 2023, the Company has not earned any revenue.

#### Organizational Costs

In accordance with FASB ASC 720, “Other Expenses”, organizational costs, including accounting fees, legal fees, and costs of incorporation, are expensed as incurred.

#### Income Taxes

The Company is a limited liability company. Accordingly, under the Internal Revenue Code, all taxable income or loss flows through to its members. Therefore, provision for income tax is not recorded in

See accompanying Independent Accountant’s Review Report

## **HOMEVEST.IO LLC**

### **Notes to the Financial Statements (unaudited)**

**As of December 31, 2023 and for the period from August 27, 2023 (inception) to December 31, 2023**

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the financial statements. Income from the Company is reported and taxed to the members on their individual tax returns.

The Company complies with FASB ASC 740, “Income Taxes” for accounting for uncertainty in income taxes recognized in a Company’s financial statement, which prescribes a recognition threshold and measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. FASB ASC 740 also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. Based on the Company’s evaluation, it has been concluded that there are no significant uncertain tax positions requiring recognition in the Company’s financial statements. The Company believes that its income tax positions would be sustained on audit and does not anticipate any adjustments that would result in a material change to its financial position.

The Company may in the future become subject to federal, state and local income taxation though it has not been since its inception. The Company is not presently subject to any income tax audit in any taxing jurisdiction.

Pursuant to the operating agreement, the Company may, upon unanimous consent of the members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable regulations.

### **NOTE 3: GOING CONCERN**

The accompanying financial statements has been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company incurred a net loss of \$36,700 for the period from August 27, 2023 (inception) to December 31, 2023. The Company is a business that has not commenced planned principal operations, plans to incur significant costs in pursuit of its capital financing plans, and has not generated any revenues as of December 31, 2023. The Company has no liquid assets and is dependent upon its Manager for continued financing of its operating needs. These factors, among others, raise substantial doubt about the ability of the Company to continue as a going concern for a reasonable period of time.

The Company’s ability to continue as a going concern in the next twelve months is dependent upon its ability to obtain capital financing from investors sufficient to meet current and future obligations and deploy such capital to produce profitable operating results. No assurance can be given that the Company will be successful in these efforts. The financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

## HOMEVEST.IO LLC

### Notes to the Financial Statements (unaudited)

As of December 31, 2023 and for the period from August 27, 2023 (inception) to December 31, 2023

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#### NOTE 4: MEMBER'S EQUITY

As of December 31, 2023, \$52,800 of capital has been contributed to the Company.

In September 2023, 1,800,000 units of membership interests were issued to the Manager in exchange for \$30,000 paid by the Manager for capitalized software, expenses, and deferred offering costs.

Allocations and distributions will be pro-rata in proportion to each member's respective percentage interest held in the Company.

The debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the Company, and no member of the Company is obligated personally for any such debt, obligation, or liability.

#### NOTE 5: RELATED PARTY TRANSACTIONS

For the period from August 27, 2023 (inception) to December 31, 2023, the manager advanced a total of \$14,900 to the Company for capitalized software, expenses, and deferred offering costs. This balance bears to interest and is considered payable on demand.



#### NOTE 6: RECENT ACCOUNTING PRONOUNCEMENTS

In February 2016, the FASB issued ASU 2016-02, "Leases" (Topic 842). This ASU requires a lessee to recognize a right-of-use asset and a lease liability under most operating leases in its balance sheet. The ASU is effective for annual and interim periods beginning after December 15, 2021, including interim periods within those fiscal years. Early adoption is permitted. The Company adopted this new standard effective at its inception date and adoption of such did not have an impact to the Company's financial statements.

In June 2016, the FASB issued Accounting Standards Update ("ASU") 2016-13, Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments ("ASU 2016-13"). This standard establishes an impairment model (known as the current expected credit loss ("CECL") model) that is based on expected losses rather than incurred losses. Under the new guidance, an entity recognizes as an allowance its estimate of expected credit losses, which is intended to result in a timelier recognition of losses. Under the CECL model, entities will estimate credit losses over the entire contractual term of the instrument (considering estimated prepayments, but not expected extensions or modifications) from the date of initial recognition of the financial instrument. Measurement of expected credit losses are to be based on relevant forecasts that affect collectability. The scope of financial assets within the CECL methodology is broad and includes trade receivables from certain revenue transactions and certain off-balance sheet credit exposures. Different components of the guidance require modified retrospective or prospective adoption.

In April 2019, the FASB issued ASU 2019-04, Codification Improvements to Topic 326, Financial Instruments-Credit Losses, Topic 815, Derivatives and Hedging, and Topic 825, Financial

See accompanying Independent Accountant's Review Report

## HOMEVEST.IO LLC

### Notes to the Financial Statements (unaudited)

As of December 31, 2023 and for the period from August 27, 2023 (inception) to December 31, 2023

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Instruments, which amends and clarifies several provisions of Topic 326. In May 2019, the FASB issued ASU 2019-05, Financial Instruments-Credit Losses (Topic 326): Targeted Transition Relief, which amends Topic 326 to allow the fair value option to be elected for certain financial instruments upon adoption. ASU 2019-10 extended the effective date of ASU 2016-13 until December 15, 2022. The Company adopted this new guidance, including the subsequent updates to Topic 326, at its inception, and the adoption did not have a material impact on the Company's financial statements and related disclosures.

Management does not believe that any recently issued, but not yet effective, accounting standards could have a material effect on the accompanying financial statements. As new accounting pronouncements are issued, the Company will adopt those that are applicable under the circumstances.

#### **NOTE 7: COMMITMENTS AND CONTINGENCIES**

The Company may be subject to pending legal proceedings and regulatory actions in the ordinary course of business. The results of such proceedings cannot be predicted with certainty, but the Company does not anticipate that the final outcome, if any, arising out of any such matter will have a material adverse effect on its business, financial condition or results of operations.

#### **NOTE 8: SUBSEQUENT EVENTS**

##### Management's Evaluation

Management has evaluated all subsequent events through June 11, 2024, the date the financial statement were available to be issued, and determined there are no material events requiring disclosure or adjustment to the financial statements.



**EXHIBIT D**  
**SUBSCRIPTION AGREEMENT [FORM]**

**HOMVEST.IO, LLC**  
**SUBSCRIPTION AGREEMENT**  
**(Including investment representations)**

**IMPORTANT: This document contains significant representations.**  
**Please read carefully before signing.**

Homvest.io, LLC  
Attn: Michael Uhr  
330 Changebridge Rd., Suite 101  
Pine Brook, New Jersey 07058

Ladies and Gentlemen:

I commit and subscribe to purchase from HOMVEST.IO, LLC, a New Jersey limited liability company (the “Company”) “Membership Interest Units” in the dollar amount set forth below and upon the terms and conditions set forth herein.

I understand that this Subscription Agreement is conditioned upon Company’s acceptance of subscriptions. If this Subscription Agreement has been accepted, the Membership Interest Units subscribed to hereby shall be issued to me in the form of Units.

With respect to such purchase, I hereby represent and warrant to you that:

**1 Residence.**

I am a bona fide resident of (or, if an entity, the entity is domiciled in) the state set forth on my signature page.

**2 Subscription.**

- a. I hereby subscribe to purchase the number of Membership Interest Units set forth below, and to make capital contributions to the Company in the amounts set forth below, representing the purchase price for the Membership Interest Units subscribed.  
Principal Amount of Membership Interest Units ..... (1)

(1) A minimum purchase of \$\$2,500.00, is required for individual investors. Amounts may be subscribed for in \$\$1.00 increments.

- b. I have funded my purchase via ACH, wire transfer or I am enclosing a check made payable to “**HOMVEST.IO, LLC**” in an amount equal to 100% of my total subscription amount.
- c. I acknowledge that this subscription is contingent upon acceptance by the Company, and that the Company has the right to accept or reject subscriptions in whole or in part.

### 3 Representations of Investor.

In connection with the sale of the Membership Interest Units to me, I hereby acknowledge and represent to the Company as follows: I hereby acknowledge receipt of a copy of the Confidential Private Placement Memorandum of the Company, dated on or about April 1, 2024, (the "Memorandum"), relating to the offering of the Membership Interest Units.

- a. I have carefully read the Memorandum, including the section entitled "Risks Factors", and have relied solely upon the Memorandum and investigations made by me or my representatives in making the decision to invest in the Company. I have not relied on any other statement or printed material given or made by any person associated with the offering of the Membership Interest Units.
- b. I have been given access to full and complete information regarding the Company (including the opportunity to meet with the Manager of the Company and review all the documents described in the Memorandum and such other documents as I may have requested in writing) and have utilized such access to my satisfaction for the purpose of obtaining information in addition to, or verifying information included in, the Memorandum.
- c. I am experienced and knowledgeable in financial and business matters, capable of evaluating the merits and risks of investing in the Membership Interest Units, and do not need or desire the assistance of a knowledgeable representative to aid in the evaluation of such risks (or, in the alternative, I have used a knowledgeable representative in connection with my decision to purchase the Membership Interest Units).
- d. I understand that an investment in the Membership Interest Units is highly speculative and involves a high degree of risk. I believe the investment is suitable for me based on my investment objectives and financial needs. I have adequate means for providing for my current financial needs and personal contingencies and have no need for liquidity of investment with respect to the Membership Interest Units. I can bear the economic risk of an investment in the Membership Interest Units for an indefinite period of time and can afford a complete loss of such investment.
- e. I understand that there may be no market for the Membership Interest Units, that there are significant restrictions on the transferability of the Membership Interest Units and that for these and other reasons, I may not be able to liquidate an investment in the Membership Interest Units for an indefinite period of time.
- f. I have been advised that the Membership Interest Units have not been registered under the Securities Act of 1933, as amended ("Securities Act"), or under applicable state securities laws ("State Laws"), and are offered pursuant to exemptions from registration under the Securities Act and the State Laws. I understand that the Company's reliance on such exemptions is predicated in part on my representations to the Company contained herein.
- g. I understand that I am not entitled to cancel, terminate or revoke this subscription, my capital commitment or any agreements hereunder and that the subscription and agreements shall survive my death, incapacity, bankruptcy, dissolution or termination.
- h. I understand that capital contributions to the Company will not be returned after they are paid.

## 4 Investment Intent; Restrictions on Transfer of Securities.

- a. I understand that (i) there may be no market for the Membership Interest Units, (ii) the purchase of the Membership Interest Units is a long-term investment, (iii) the transferability of the Membership Interest Units is restricted, (iv) the Membership Interest Units may be sold by me only pursuant to registration under the Securities Act and State Laws, or an opinion of counsel that such registration is not required, and (v) the Company does not have any obligation to register the Membership Interest Units.
- b. I represent and warrant that I am purchasing the Membership Interest Units for my own account, for long term investment, and without the intention of reselling or redistributing the Membership Interest Units. The Membership Interest Units are being purchased by me in my name solely for my own beneficial interest and not as nominee for, on behalf of, for the beneficial interest of, or with the intention to transfer to, any other person, trust, or organization, and I have made no agreement with others regarding any of the Membership Interest Units. My financial condition is such that it is not likely that it will be necessary for me to dispose of any of the Membership Interest Units in the foreseeable future.
- c. I am aware that, in the view of the Securities and Exchange Commission, a purchase of securities with an intent to resell by reason of any foreseeable specific contingency or anticipated change in market values, or any change in the condition of the Company or its business, or in connection with a contemplated liquidation or settlement of any loan obtained for the acquisition of any of the Membership Interest Units and for which the Membership Interest Units were or may be pledged as security would represent an intent inconsistent with the investment representations set forth above.
- d. I understand that any sale, transfer, pledge or other disposition of the Membership Interest Units by me (i) may require the consent of the Manager of the Company, (ii) will require conformity with the restrictions contained in this Section 4, and (iii) may be further restricted by a legend placed on the instruments or certificate(s) representing the securities containing substantially the following language:

“The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended, or applicable state securities laws and may not be sold, offered for sale, or transferred except pursuant to either an effective registration statement under the Securities Act of 1933, as amended, and under the applicable state securities laws, or an opinion of counsel for the Company that such transaction is exempt from registration under the Securities Act of 1933, as amended, and under the applicable state securities laws. The transfer or encumbrance of the securities represented by this certificate is subject to substantial restrictions.”

## 5 Additional Representations of Investor.

In connection with the sale of the Units to me, I further represent and warrant to the Company as follows:

- a. Individual Investor Only. I am of legal age in my state of residence and have legal capacity to execute, deliver and perform my obligations under this Subscription Agreement and the Units. The Subscription Agreement and the Units are my legal, valid and binding obligations, enforceable against me in accordance with their respective terms.
- b. Entity Investor Only. The undersigned is a duly organized, formed or incorporated, as the case may be, and is validly existing and in good standing under the laws of its jurisdiction of incorporation, organization or formation. The undersigned has all requisite power and authority to execute, deliver and perform its obligations under this Subscription Agreement and the Units and to subscribe for and purchase the Units subscribed hereunder. The undersigned will deliver all documentation with respect to its formation, governance and authorization to purchase the Units as may be requested by the Company. Execution, delivery and performance of this Subscription Agreement and the Units by the undersigned have been authorized by all necessary corporate, limited liability company or other action on its behalf, and the Subscription Agreement and the Units are its legal, valid and binding obligations, enforceable against the undersigned in accordance with their respective terms.
- c. I desire to invest in the Units for legitimate, valid and legal business and/or personal reasons and not with any intent or purpose to violate any law or regulation. The funds to be used to invest in the Units are derived from legitimate and legal sources, and neither such funds nor any investment in the Units (or any proceeds thereof) will be used by me or by any person associated with me to finance any terrorist or other illegitimate, illegal or criminal activity. I acknowledge that, due to anti-money laundering regulations, the Company may require further documentation verifying my identity and the source of funds used to purchase the Units.  
  
If the undersigned is an entity: The undersigned has in place, and shall maintain, an appropriate anti-money laundering program that complies in all material respects with all applicable laws, rules and regulations (including, without limitation, the USA PATRIOT ACT of 2001) and that is designed to detect and report any activity that raises suspicion of money laundering activities. The undersigned have obtained all appropriate and necessary background information regarding its officers, directors and beneficial owners to enable the undersigned to comply with all applicable laws, rules and regulations respecting anti-money laundering activities.
- d. I did not derive any payment to the Company from, or related to, any activity that is deemed criminal under United States law.
- e. I understand that the Company is relying on the accuracy of the statements contained in this Subscription Agreement in connection with the sale of the Units to me, and the Units would not be sold to me if any part of this Subscription Agreement were untrue. The Company may rely on the accuracy of this Subscription Agreement in connection with any matter relating to the offer or sale of the Units.
- f. If any statement contained in this Subscription Agreement becomes, for any reason, inaccurate, I shall immediately notify the Company and I understand and acknowledge that the continued accuracy of the statements contained in this Subscription Agreement are of the essence to the Company's sale of the Units to me.
- g. I acknowledge and agree that any approval or consent of a Units holder required under the Units may be provided by a signature page delivered or provided electronically, whether by e-signature, facsimile, DocuSign, electronic mail in portable delivery format or other similar means. I further acknowledge that the Company may rely on the contact information I have provided in this Subscription Agreement, including for purposes of confirming that information has been delivered to me or that responses received from me are in fact from me.

## 6 Investor Qualifications.

I represent and warrant as follows (Answer Part a, b or c, as applicable. Please check all applicable items):

**a. Accredited Investor – Individuals.** I am an INDIVIDUAL and:

- i. I have a net worth, or a joint net worth together with my spouse, in excess of \$1,000,000, excluding the value of my primary residence.
- ii. I had an individual income in excess of \$200,000 in each of the prior two years and reasonably expect an income in excess of \$200,000 in the current year.
- iii. I had joint income with my spouse in excess of \$300,000 in each of the prior two years and reasonably expect joint income in excess of \$300,000 in the current year.
- iv. I hold one of the following licenses in good standing: General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), or the Investment Adviser Representative license (Series 65)<sup>(2)</sup>
- v. I am a director or executive officer of HOMVEST.IO, LLC

<sup>(2)</sup> This item shall only be a valid method of accreditation as an “accredited” investor under Rule 501(a) of Regulation D promulgated under the Securities Act, on or after December 8, 2020, as set in forth in SEC Release Nos. 33 10824 and 34-89669, File No. S7-24-19.

**b. Accredited Investor – Entities.** The undersigned is an ENTITY and:

- i. The undersigned hereby certifies that all of the beneficial equity owners of the undersigned qualify as accredited individual investors by meeting one of the tests under items (a)(i) through (a)(v) above. Please indicate the name of each equity owner and the applicable test:
- ii. The undersigned is a bank or savings and loan association as defined in Sections 3(a)(2) and 3(a)(5)(A), respectively, of the Securities Act either in its individual or fiduciary capacity.
- iii. The undersigned is a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.
- iv. The undersigned is an insurance company as defined in Section 2(13) of the Securities Act.
- v. The undersigned is an investment company registered under the Investment Company Act of 1940 or a business development company as defined therein, in Section 2(a)(48).
- vi. The undersigned is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.
- vii. The undersigned is an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 and one or more of the following is true (check one or more, as applicable):
  - (1) the investment decision is made by a plan fiduciary, as defined therein, in Section 3(21), which is either a bank, savings and loan association, insurance company, or registered investment adviser;
  - (2) the employee benefit plan has total assets in excess of \$5,000,000; or
  - (3) the plan is a self-directed plan with investment decisions made solely by persons who are “accredited investors” as defined under therein.
- viii. The undersigned is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
- ix. The undersigned has total assets in excess of \$5,000,000, was not formed for the specific purpose of acquiring Membership Interest Units and one or more of the following is true (check one or more, as applicable):
  - (1) an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;
  - (2) a corporation;
  - (3) a Massachusetts or similar business trust;
  - (4) a partnership; or

- (5) a limited liability company.
- x. The undersigned is a trust with total assets exceeding \$5,000,000, which is not formed for the specific purpose of acquiring Membership Interest Units and whose purpose is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the investment in the Membership Interest Units.
- xi. The undersigned is a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000
- xii. The undersigned is an investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state.
- xiii. The undersigned is an investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act of 1940.
- xiv. The undersigned is a Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act.
- xv. The undersigned is an entity, of a type not listed in items (b)(i) to (b)(xiv) above or b(xvi) to b(xviii) below, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000
- xvi. The undersigned is a "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1): (1) with assets under management in excess of \$5,000,000, (2) that is not formed for the specific purpose of acquiring the securities offered, and (3) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.
- xvii. The undersigned is a "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1), of a family office meeting the requirements in item (b)(xvi) above and whose prospective investment in the issuer is directed by such family office pursuant to paragraph(b)(xvi)(3) above.
- xviii. The undersigned is a revocable trust where each grantor of the trust is an accredited investor meeting one or more of the individual accredited investor tests under items (a)(i) through (a)(v) above and the person who makes investment decisions for the undersigned is an accredited investor under any one or more of tests under items (a)(i) through (a)(iv) or items (b)(i) through (b)(xvii).

**c. Non-Accredited Investors.**

- The undersigned cannot make any of the foregoing representations and is therefore not an accredited investor.

## **7 Miscellaneous.**

- a. I agree to furnish any additional information that the Company or its counsel deem necessary in order to verify the responses set forth above.
- b. I understand the meaning and legal consequences of the agreements, representations and warranties contained herein. I agree that such agreements, representations and warranties shall survive and remain in full force and effect after the execution hereof and payment for the Membership Interest Units. I further agree to indemnify and hold harmless the Company, and each current and future member of the Company from and against any and all loss, damage or liability due to, or arising out of, a breach of any of my agreements, representations or warranties contained herein.
- c. This Subscription Agreement shall be construed and interpreted in accordance with New Jersey law without regard to the principles regarding conflicts of law.

**SIGNATURE PAGE FOR INDIVIDUALS**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Second Individual, if applicable

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Residence Street Address

\_\_\_\_\_  
Residence Street Address

\_\_\_\_\_  
City, State & Zip Code  
(Must be same state as in Section 1)

\_\_\_\_\_  
City, State & Zip Code  
(Must be same state as in Section 1)

\_\_\_\_\_  
Mailing Address  
(Only if different from residence address)

\_\_\_\_\_  
Mailing Address  
(Only if different from residence address)

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Email address

**Individual Subscriber Type of Ownership:**

The Membership Interest Units subscribed for are to be registered in the following form of ownership:

- Individual Ownership
- Joint Tenants with Right of Survivorship (both parties must sign). Briefly describe the relationship between the parties (e.g., married) :
- Tenants in Common (both parties must sign). Briefly describe the relationship between the parties (e.g., married) :

**Source of Funds**

- Cash  CD  Liquidation  Margin or Bank Loan  Money Market  Other

**SIGNATURE PAGE FOR TRUSTS AND ENTITIES**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Entity (Typed or Printed)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Entity's Tax Identification Number

\_\_\_\_\_  
Name & Title (Typed or Printed) of Signatory

\_\_\_\_\_  
Contact Person (if different from Signatory)

\_\_\_\_\_  
Principal Executive Office Address

\_\_\_\_\_  
Mailing Address  
(If different from principal executive office)

\_\_\_\_\_  
City, State & Zip Code  
(Must be same state as in Section 1)

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Email address

**Entity Subscriber Type of Ownership:**

The Membership Interest Units subscribed for are to be registered in the following form of ownership (check one):

- Partnership
- Limited Liability Company
- Corporation
- Trust or Estate (Describe, and enclose evidence of authority) :
- IRA Trust Account
- Other (Describe) :

**ACCEPTANCE**

This Subscription Agreement is accepted by HOMVEST.IO, LLC.

**HOMVEST.IO, LLC**

By:.....  
Name: Michael Uhr  
Its: Manager

**Counterpart Signature Page to Operating Agreement of Homvest.io, LLC**

IN WITNESS WHEREOF, the undersigned hereby executes this counterpart signature page to the Operating Agreement of Homvest.io, LLC, as the same may be amended from time to time, and hereby authorizes Homvest.io, LLC to attach this counterpart signature page to the Operating Agreement as executed by the other parties thereto.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Second Individual, if applicable

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Name (Typed or Printed)