

Confidential Private Offering Memorandum

This Confidential Private Offering Memorandum (“Memorandum”) has been prepared by the Company, solely for use by prospective investors in considering potential interest in [Company Name Inc](#) (“the Company”). The Memorandum does not claim to be all-inclusive or to contain all the information that a prospective investor may require to evaluate this opportunity. Each recipient of the Memorandum should carry out independent analysis of the Company and the information and data contained herein.

By accepting this Memorandum, each recipient agrees that this Memorandum and all information contained herein that is not already in the public domain shall be treated as STRICTLY CONFIDENTIAL at all times. Each recipient also agrees that neither they nor their agents, representatives, directors or employees will copy, reproduce or distribute to anyone this Memorandum, in whole or in part, at any time without the prior written consent of the Company.

Although the information contained herein is believed to be accurate, the Company has not conducted any analysis with respect to such information, and expressly disclaims any and all liability for representations and/or warranties, expressed or implied, or for any omissions from this Memorandum or any other written or oral communications to any interested party in the course of their evaluation.

This Memorandum includes statements, estimates and projections provided by the Company with respect to its future performance. Such statements, estimates, and projections reflect significant assumptions and subjective judgments by the Company’s management concerning the expected results. These assumptions and judgments may or may not prove to be correct, and there can be no assurance that any projected results are attainable or will be realized. The Company does not assume any responsibility for verifying any such statements, estimates and projections, and the Company does not make any representation or warranty as to their accuracy or completeness or that the assumptions on which they are based are valid.

The Company reserves the right to negotiate with one or more prospective investors at any time and to enter into any definitive agreement for any investment involving such investor without prior notice to the recipient or other prospective investors. The Company also reserves the right to terminate at any time without any reason thereto.

The Company and its respective agents, representatives, directors, employees and affiliates make no representation to any recipient of this Memorandum regarding the legality of a possible investment. The Company and its respective agents, representatives, directors, employees, advisors or affiliates are not acting as legal, tax, accounting or investment advisors to any recipient of the Memorandum. Each recipient should consult with advisors and make an independent analysis of the financial and tax consequences, and all other matters relating to a potential investment in the Company, prior to making a decision whether or not to enter into an agreement in connection with a potential investment into the Company. In addition, each investor should completely read all sections.

This Memorandum is the property of the Company. The Company reserves the right to require the return of this Memorandum at any time. All Communications and inquires relating to this opportunity should be directed to the Company.

[CompanyLogo]

(a [State](#) Corporation)

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

US\$4,000,000 offering up to 800 Class A Units
with each Unit consisting of 5,000 Class A Common Shares in [Company Name Inc.](#)
representing 43.9% ownership on a fully diluted basis of the outstanding shares

This is a private offering of Units of Shares in [Company Name Inc.](#), a [State](#) Corporation (the “Company”). The Company is offering to accredited investors Units (“Units”) in a private offering exempt from registration under federal securities laws upon the terms and conditions set forth in this memorandum (“Memorandum”). The minimum investment in the Units is \$5,000 (or 1 Unit). The Company will use all of the proceeds of this offering to develop an ecological self-sustaining “Green” community branded The [COMPANYNAME](#) Project™.

The Class A Preferred Units Shares in [Company Name Inc](#) will be entitled to a preferred periodic distributions based on a percentage of excess cash flow as determined by the Board of Directors. In the event of a qualified public offering by the Company’s Shares will be exchanged for Units of the issuer’s Shares. The Company’s Units will be evidenced by the issuances of Unit Shares in [Company Name Inc](#), which are referred to as the Company’s “Units(s)” throughout this Memorandum.

AN INVESTMENT IN THE UNIT IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. SEE “RISK FACTORS” FOR A DISCUSSION OF CERTAIN FACTORS THAT SHOULD BE CONSIDERED IN CONNECTION WITH ANY PURCHASE OF THE UNITS. THERE IS NO PUBLIC MARKET FOR ANY OF THE COMPANY’S SECURITIES AND NO SUCH MARKET IS EXPECTED TO DEVELOP FOLLOWING THE PLACEMENT OF THE UNITS. SIGNIFICANT RESTRICTIONS ON TRANSFER WILL APPLY. YOU SHOULD BE PREPARED TO BEAR THE ECONOMIC RISK OF YOUR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME AND BE ABLE TO WITHSTAND A TOTAL LOSS OF YOUR INVESTMENT.

NEITHER THE UNIT NOR THE OFFERING OF THE UNITS HAS BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR UNDER ANY STATE OR OTHER SECURITIES LAW, AND NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE OR OTHER REGULATORY AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR APPROVED OR ENDORSED THE TERMS OR MERITS OF THE UNITS OR THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The Company will act as the placement agent in connection with the offering of the Units. Please direct all inquiries regarding the Company and the offering of the Units to:

[COMPANY NAME INC](#)

[Company address, City, State, Zip](#) | Tel: 000-000-0000 | email: [email@website.com](#)
[www.website.com](#)

JULY 2015

TABLE OF CONTENTS

SECURITIES LAWS AND RESTRICTIONS.....	5
CONFIDENTIALITY AND RECIPIENT’S UNDERTAKINGS	5
NOTE ON FORWARD-LOOKING STATEMENTS	6
SUMMARY OF THE UNIT OFFERING.....	7
USE OF PROCEEDS	8
CAPITALIZATION	8
EXECUTIVE OFFICERS AND DIRECTORS OF THE COMPANY.....	11
BENEFICIAL OWNERSHIP OF THE COMPANY	12
COMPANY’S SECURITIES	12
DESCRIPTION OF THE UNITS	13
MATERIAL FEDERAL INCOME TAX CONSIDERATIONS	15
INVESTOR SUITABILITY STANDARDS.....	15
PLAN OF OFFERING	16
LEGAL MATTERS.....	16
ANTI-MONEY LAUNDERING CONSIDERATION	17
AVAILABLE INFORMATION.....	17
FINANCIAL INFORMATION	18
SPECIAL CONSIDERATIONS AND RISK FACTORS.....	21
NOTICES FOR U.S. INVESTORS.....	26
STATE NOTICE REQUIREMENTS	26
EXHIBIT A - SUBSCRIPTION AGREEMENT FORM.....	27

NOTICE TO PROSPECTIVE INVESTORS

This Memorandum is being furnished solely for the purpose of enabling prospective investors to determine whether they wish to proceed with further investigation of the Company and making an investment in the Units. This Memorandum is not intended to form the basis of any investment decision and does not attempt to present all the information that prospective investors may require for purposes of making an investment decision. The Company anticipates providing prospective investors with the opportunity to ask questions, receive answers, obtain additional information and complete their own due diligence review concerning the Company and the offering of the Units prior to entering into any agreement to purchase Units.

By accepting delivery of this Memorandum, you agree to undertake and rely on your own independent investigation and analysis and consult with your own attorneys, accountants and other professional advisors regarding the Company and the merits and risks of an investment in the Units, including all related legal, investment, tax and other matters.

All information included in this Memorandum and otherwise furnished in connection with this offering is submitted to you on a strictly and permanently confidential basis, except as indicated below or otherwise expressly agreed in writing by the Company. Any reproduction or further distribution of this Memorandum or any such information is prohibited. By accepting delivery of this Memorandum, you agree that neither you nor any of your employees, agents or advisors will use this Memorandum or any such information for any purpose other than evaluating the Company and the offering of the Units. Except as indicated below or otherwise expressly agreed by the Company, you also agree not to disclose to any person the fact that you have received this Memorandum or any such information or any terms, conditions or other information with respect to the Company. If you decide not to participate in this offering, or if the Company so requests, you agree to promptly return this Memorandum and all other materials received in connection therewith without retaining any copies thereof.

Neither the Company nor any of their respective affiliates shall have any liability for any information included in this Memorandum or otherwise made available in connection with this offering, except for liabilities expressly assumed by the Company in the definitive subscription agreement, the form of which is attached as

EXHIBIT A to this Memorandum, and related documentation for each purchase of Units. Without limitation of the foregoing, the Company makes no representation or warranty as to the accuracy or completeness of any information included in this Memorandum or any other information, written or oral, or any document made available in connection with this offering.

Until the execution of definitive purchase documentation for the purchase of the Units, the Company reserves the right, in its sole discretion and for any reason, to modify or amend the terms of the Units, to approve or disapprove any prospective investor, to accept or reject, in whole or in part, any subscription, to allot to any investor fewer Units than the number sought by such investor and to withdraw from any further discussions, negotiations or transactions. Neither the Company nor any of their respective affiliates will have any liability or obligation whatsoever to any prospective investor in the event of any of the foregoing.

This Memorandum speaks as of the date hereof. Neither the delivery of this Memorandum nor any eventual sale of the Units shall, under any circumstances, imply that the information contained herein is correct as of any future date or that there has been no change in the Company's affairs after the date hereof. Nothing contained herein is, or should be relied upon as, a promise or representation as to future performance. Neither the Company nor any of their affiliates undertake any obligation to update or revise the Memorandum.

This Memorandum is intended solely for the use of the prospective investor to whom this Memorandum is initially provided. This Memorandum does not constitute an offer to sell to or solicitation of an offer to purchase from any investor or in any jurisdiction in which such an offer or solicitation is not authorized or would be unlawful. Each investor must comply with all legal requirements in each jurisdiction in which it purchases, offers or sells the Units or possesses this Memorandum, and must obtain any consent, approval or permission required by it in connection with the Units or the offering. Neither the Company nor any of their respective affiliates make any representation or warranty regarding, or shall have any responsibility for, the legality of an investment in the Units under any securities or similar laws. Prospective investors are not to construe the contents of this Memorandum as investment, legal, business or tax advice of any kind.

SUMMARY OF THE UNIT OFFERING

This summary sets forth certain facts, highlights information contained in more detail in this Memorandum and is qualified in its entirety by reference thereto, including any exhibits and attachments. Each prospective investor is urged to read this Memorandum and the exhibits and attachments in their entirety. The following summary provides an overview of the material terms and conditions of the offering and the Company's Units.

The Company	Company Name Inc , a State Corporation, doing business as “The COMPANYNAME Project”. The COMPANYNAME Project is the name of the Company’s proposed ecological self-sustaining “Green” community. The Company will use the US\$4,000,000 of proceeds from this offering for acquisition of real estate, infrastructure, research & development, and business development.
Securities Being Offered	800 Units of Shares in the Company representing 43.9% of the Company, referred to in this Memorandum as Units. Each Unit is priced at \$5,000 and consists of 5,000 Class A shares in the Company. The Units will receive a preferred distribution equal to 80% of the distribution amount until such time the total distribution equals the original subscription amount.
Total Offering Price	US\$4,000,000. The minimum investment in the Units is \$5,000 (or 1 Unit).
Investors	Accredited investors only (as defined under Regulation D promulgated under the Securities Act) approved by the Company.
Ownership	The founder and management of the Company (the “Founder”) will maintain control of the Class B common shares. The Company’s Class A Shares will be held by the Investors representing 43.9% of the Company.
Description of the Company’s Unit	<p>The Company’s shares divided into two (2) classes, Class A common non-voting shares with a preferred distribution and Class B common voting shares. The Company’s Unit consists of 5,000 Class A shares in the company. The rights and privileges of Units is identical to the share holders. The rights and privileges of these two classes are different, including:</p> <ol style="list-style-type: none">1) the holders of the outstanding Class A Units will be entitled to a pro-rata preferred distribution equal to 80% of the distribution amount until such time the total distribution equals the original subscription amount;(2) Class A Units are non-voting; and(3) Class B Units are voting
Qualified Public Offering	All the Company Units and Shares will be exchanged for shares of the common stock of a successor issuer to the Company
Management of the Company	The Company’s Board of Directors will initially be comprised of the two Founders and four independent board members. Members of the

EXHIBIT A - SUBSCRIPTION AGREEMENT FORM

OFFERING MEMORANDUM NO. _____

COMPANY LOGO

Company Name Inc

(a YourState Corporation)

Subscription Documents For Shares in **Company Name Inc**

These subscription documents do not constitute an offer to sell or a solicitation of an offer to buy any security. The subscription documents may only be used in conjunction with, and such offers and solicitations may only be made by means of **Company Name Inc**'s Private Offering Memorandum dated JULY 2015. **Company Name Inc**, a YourState Corporation (the "Company" or "**COMPANYNAME** Solar"), is offering securities in the form of Units consisting of 5,000 Class A Common Shares in **Company Name Inc**:

[] 800 Units with each unit consisting of 5,000 Class A Common Non-Voting Shares in **Company Name Inc**. The total offering represents 43.9% equity of the Company on a fully diluted basis of the outstanding shares. The Units are priced at \$5,000 per Unit with a minimum purchase of \$5,000 (or 1 Unit) for a maximum of \$4,000,000.

The securities of the Company ("Units") referred to herein have not been registered under the United States Securities Act of 1933, as amended (the "Act"), the YourState Uniform Securities Act or the securities laws of any other State. These Units of Shares may be acquired for investment purposes only and not with a view to distribution or resale, and may not be sold, mortgaged, pledged, hypothecated or otherwise transferred without an effective registration statement for such Units under the Act, unless exempt under the Act and applicable State securities laws.

Company Name Inc requires an opinion of counsel, satisfactory to counsel for the Company that any such transfer shall not violate any federal or State securities laws.

COMPANY NAME INC

Company address, City, State, Zip | Tel: 000-000-0000 | email: email@website.com
www.website.com

TABLE OF CONTENTS

ARTICLE I: OFFICES..... 2
ARTICLE II: MEETINGS OF STOCKHOLDERS 2
ARTICLE III: BOARD OF DIRECTORS..... 7
ARTICLE IV: OFFICERS 10
ARTICLE V: CONTRACTS, CHECKS, DRAFTS, BANK ACCOUNTS, ETC..... 13
ARTICLE VI: BOOKS AND RECORDS 15
ARTICLE VII: SHARES AND THEIR TRANSFER 15
ARTICLE VIII: INDEMNIFICATION 16
ARTICLE IX: MISCELLANEOUS 20

ARTICLE I: OFFICES

Section 1.01 REGISTERED OFFICE. The registered office of **COMPANY NAME** (the "Corporation"), in the State of **Delaware** is **2711 Centerville Road, Dover, DE 19901** and its registered agent at such address is Corporation Service Company.

Section 1.02 PRINCIPAL OFFICE. The principal office for the transaction of the business of the Corporation shall be at such location, within or without the State of **Delaware**, as shall be designated by the Board of Directors of the Corporation (the "Board").

Section 1.03 OTHER OFFICES. The Corporation may also have an office or offices at such other place or places, either within or without the State of **Delaware**, as the Board may from time to time determine or as the business of the Corporation may require.

ARTICLE II: MEETINGS OF STOCKHOLDERS

Section 2.01 ANNUAL MEETINGS. Annual meetings of the stockholders of the Corporation for the purpose of electing directors and for the transaction of such other proper business as may come before such meetings may be held at such time, date and place as the Board shall determine by resolution.

Section 2.02 SPECIAL MEETINGS. Special meetings of the stockholders of the Corporation for any purpose or purposes may be called at any time by the Board, or the Chairman of the Board, the Chief Executive Officer, the President or the Secretary of the Corporation or by a committee of the Board which, has been duly designated by the Board and whose powers and authority, as provided in a resolution of the Board or in these Bylaws, include the power to call such meetings, or by the holder or holders of greater than 50% of the then outstanding voting securities of the Corporation.

Section 2.03 PLACE OF MEETINGS. All meetings of the stockholders shall be held at such places, within or without the State of **Delaware**, as may from time to time be designated by the person or persons calling the respective meetings and specified in the respective notices or waivers of notice thereof.

Section 2.04 NOTICE OF MEETINGS. Except as otherwise required by law, notice of each meeting of the stockholders, whether annual or special, shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder of record entitled to vote at such meeting by delivering a typewritten or printed notice thereof to him personally, or by depositing such notice in the United States mail or overnight delivery service, in a postage prepaid envelope, or by-hand delivery service, charges prepaid, directed to him at his address furnished by him to the Secretary of the Corporation for such purpose or, if he shall not have furnished to the Secretary his address for such purpose, then at his address last known to the Secretary, or by