
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or Section 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 06, 2025

UNITED HOMES GROUP, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-39936
(Commission
File Number)

85-3460766
(I.R.S. Employer
Identification Number)

917 Chapin Road
Chapin, South Carolina
(Address of principal executive offices)

29036
(Zip Code)

(844) 766-4663
Registrant's telephone number, including area code

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation to the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Shares, par value \$0.0001 per share	UHG	The Nasdaq Stock Market LLC
Warrants, each exercisable for one Class A Common Share for \$11.50 per share	UHGWW	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Director Resignations

As previously announced by United Homes Group, Inc. (the “Company,” “our,” or “we”) in a Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on October 20, 2025 (the “Prior 8-K”), directors Nikki Haley and James M. Pirrello, among others, announced their intention to resign from the board of directors (the “Board”) of the Company, effective no later than November 14, 2025. For further information, readers should refer to the Prior 8-K, together with the accompanying exhibits, all of which are incorporated herein by this reference. Effective as of November 7, 2025, Ambassador Haley and Mr. Pirrello resigned from the Board.

Subsequent to the filing of the Prior 8-K, the Company has identified and is reviewing the independence of three director candidates identified by Michael Nieri, the Company’s Executive Chairman and a continuing director. In light of the Company’s status with respect to appointment of replacement directors, directors Robert Dozier Jr., Jason Enoch, and Alan Levine informed the Company of their willingness to remain on the Board and applicable committees beyond November 14, 2025, to ensure an orderly transition as director candidates are identified and recruited in order to maintain compliance with the requirements under Nasdaq Listing Rule 5605.

Retention Program

On November 6, 2025, the Company entered into Retention Agreements (each, a “Retention Agreement”) with John G. (Jack) Micenko, the Company’s Chief Executive Officer and President, Keith Feldman, the Company’s Chief Financial Officer, and Erin Reeves McGinnis, the Company’s General Counsel and Corporate Secretary (each, a “Participant”). Pursuant to the terms of the Retention Agreements, each Participant shall be paid a cash retention amount equal to 100% of their respective 2025 base salaries (the “Retention Payment”). In the event a Participant’s employment with the Company is terminated prior to March 31, 2026, such Participant will be required to repay to the Company a pro rata portion of the after-tax value of the Retention Payment, provided that such termination is by the Company for Cause or by the Participant other than for Good Reason (each term as defined in the respective employment agreements of the Participants, previously filed by the Company with the SEC).

The foregoing description of the Retention Agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the form of Retention Agreement which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits:

Exhibit No.	Description
10.1	Form of Executive Officer Retention Agreement
104	Cover page interactive data file (embedded within the Inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 7, 2025

United Homes Group, Inc.

By: /s/ Keith Feldman
Name: Keith Feldman
Title: Chief Financial Officer

UNITED HOMES GROUP, INC.

EXECUTIVE OFFICER RETENTION AGREEMENT

This Executive Officer Retention Agreement (this “**Retention Agreement**”) is made as of this 6th day of November, 2025 (the “**Effective Date**”), by and between United Homes Group, Inc., a Delaware corporation (the “**Company**”) and _____ (the “**Executive**”) (each of the Company and the Executive individually a “**Party**” and collectively the “**Parties**”).

RECITALS:

WHEREAS, the Executive and the Company are parties to that certain Employment Agreement, dated as of _____ (the “**Employment Agreement**”), whereby the Executive is employed as the _____ of the Company.

WHEREAS, in recognition of the contributions of the Executive to date and the need to continue to retain the service of the Executive through March 31, 2026 as the Company experiences a turnover in the membership of the Board of Directors (the “**Board**”), the Company desires to provide the Executive a retention payment, on terms and conditions described herein.

NOW, THEREFORE, in consideration of the above recitals incorporated herein and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

- 1. Retention Payment.** The Company hereby awards to the Executive a retention payment in an amount equal to 100% of the Executive’s 2025 base salary (\$ _____), which amount shall be paid in a cash lump sum, less applicable withholdings and deductions, no later than the second (2nd) business day following execution of this Retention Agreement.
 - 2. Effect of Termination of Employment.** Notwithstanding anything herein to the contrary, if the Executive’s employment with the Company terminates prior to March 31, 2026 (the “**Retention Date**”), the Executive will be required to repay to the Company a pro rata portion of the after-tax Retention Payment, calculated as follows: $\$[(\text{after-tax Retention Payment} / 145) * (145 - \text{the number of days Executive was employed following the Effective Date})]$. By way of example only, if the Executive resigns for other than Good Reason on December 31, 2025, the Executive will repay to the Company $\$[\text{_____}] ((\text{after-tax Retention Payment} / 145) * 90)$. Notwithstanding the foregoing, in the event the Executive’s employment is terminated by the Company without Cause or by the Executive for Good Reason prior to the Retention Date, the Executive will be entitled to keep the full Retention Payment. For purposes hereof, “Cause” and “Good Reason” shall have the meanings given to such terms in the Employment Agreement.
 - 3. Change in Control.** In the event the Executive becomes entitled to receive the benefits set forth in Section 6.1(g) of the Employment Agreement following a Change in Control (as such term is defined in the Employment Agreement), the gross amount of the Retention Payment shall serve to reduce, on a dollar-for-dollar basis, any cash amounts then due to the Executive pursuant thereto.
 - 4. Code Section 409A.** It is intended that all of the payments payable pursuant to this Retention Agreement satisfy, to the greatest extent possible, any applicable exemption from the application of Code Section 409A, and this Retention Agreement will be construed to the greatest extent possible as consistent with the terms of any such exemption. For purposes of Code Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), the Executive’s right to receive any installment payments under this Retention Agreement shall be treated as a right to receive a series of
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separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment.

5. Employment Agreement. Nothing in this Retention Agreement shall be deemed to alter the terms of the Executive's employment with the Company pursuant to the Employment Agreement, and, except as expressly set forth in Section 3 hereof, the Executive's receipt of the Retention Payment shall not alter or supersede the Executive's right to receive any compensation, benefit, or other amounts to which the Executive is otherwise entitled pursuant to the Employment Agreement.

6. Entire Agreement; Amendment. This Retention Agreement embodies the entire agreement of the Parties with regard to this subject matter, and cannot be modified or amended except in a writing signed by the Executive and the Company.

[Signature page follows.]

IN WITNESS WHEREOF, the Company and the Executive have executed this Retention Agreement as of the Effective Date set forth above.

COMPANY:

EXECUTIVE:

United Homes Group, Inc.

[NAME OF EXECUTIVE]

By: _____

Name: _____

Title: _____