

SERIES REENTAL – BKL 3, LLC
CONFIDENTIAL SUBSCRIPTION AGREEMENT

This Confidential Subscription Agreement ("**Agreement**") is celebrated from _____ (the "**Effective Date**") by and between Series REENTAL – BKL 3, LLC, a Florida limited liability company ("**Company**"the"**Transmitter**") and _____, **an individual**, (he "**Investor**" o "**Investor**"). Certain capitalized terms used in this document will have the meaning set forth in the Section 4.1 of this document.

RECITALS

The Issuer offers up to XXXX and 00/100 dollars (\$XXXX.00) in the form of digital tokens (referred to as "REENTAL Tokens" or "Tokens") in a private transaction, to investors, under the terms and conditions set forth in this Agreement and the Statutory Constitutive Document (as defined below). The Investor wishes to subscribe and buy, and the Issuer wishes to issue and sell to the Investor, _____ Tokens of in accordance with the terms of this Agreement. The investment by the Investor will be for a total amount of _____[Tokens x Token Price]_ (the "Purchase Price") for the joint broadcast of _____ Tokens (the "Tokens of Buy") of the Investor Company understands that in addition to its investment, the Issuer may accept additional investments from other investors for the balance of the Interest offered (the "**Contemporary Investment**") in terms substantially equal to this investment. At closing of the subscription offer, whether it's that is fully subscribed, the Investor's percentage interest will be determined on a pro rata basis, based on all outstanding membership interests, including those issued pursuant to the Contemporaneous Investment. The net proceeds obtained from this subscription will be used by the Company for the purpose of acquire, operate and maintain a single real estate property (the "Property") and manage and maintain the operations of the Company.

The offer and sale of Tokens by the Issuer is not registered under the securities laws of any jurisdiction and is made available to eligible investors privately on the terms and conditions set forth in the Articles of Incorporation. All references in this document to "dollars" or "\$" are to US dollars. Capitalized terms used in this document but not defined herein shall have the meanings assigned to them in the Articles of Incorporation.

TERMS AND CONDITIONS

In consideration of the recitals, which are true and correct and incorporated herein by this reference, and the representations and warranties and covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, The parties agree as follows:

SECTION 1
SUBSCRIPTION AND ISSUANCE OF TOKENS

1.1 **Subscription and issuance of tokens and closure.** Subject to the terms and conditions of this Agreement, the Company will issue to the Investor and the Investor has

subscribed and agreed to purchase from the Company the Purchased Tokens, in consideration for the "**Price of Buy.**" Tokens will be deemed issued to the Investor as of the date the Company accepts this subscription and will not be subject to termination under applicable law by the Investor (the "Date of **closing**"). The Investor will remit the entire Purchase Price to the Company in immediately available funds together with the delivery of a duly executed copy of this Agreement, the Accumulation (as defined in the Section 1.3) and the investor certification attached hereto as Appendix 3, before the Closing Date. Investor Tokens, as purchased herein, become effective and recognized by the Company upon full payment of the Purchase Price. The percentage economic interest that the Investor and potential members will ultimately have in the Company is subject to dilution as a result of subsequent issuances of equity securities of the Company.

1.2 The Offering; Investors. This Agreement and the documents attached hereto (collectively, the "Documents"), constitute an offer only to the person to whom the Company has delivered the Documents and only if such person meets certain eligibility requirements set forth herein. The issuance of Tokens pursuant to this Agreement has not been registered under the Securities Law. **EACH PERSON, BY ACCEPTING DELIVERY OF THE DOCUMENTS, AGREES TO RETURN THE DOCUMENTS TO THE COMPANY IF SUCH PERSON DOES NOT PURCHASE THE TOKENS OFFERED HEREIN, AND FURTHER AGREES TO HOLD THE COMPANY HARMLESS FROM ANY CLAIMS, COSTS, EXPENSES OR DAMAGES THAT THE COMPANY MAY SUFFER IF SUCH PERSON BREACHES SAID AGREEMENT. THE DOCUMENTS ARE PERSONAL TO THE RECIPIENT AND CANNOT BE SHOWN TO ANY OTHER PERSON OTHER THAN THE LEGAL ADVISOR AND TAX/INVESTMENT AND PROFESSIONAL ADVISERS OF SUCH RECIPIENT. REPRODUCTION OF THE DOCUMENTS IS STRICTLY PROHIBITED.**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION OTHER THAN THOSE CONTAINED IN THE DOCUMENTS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION SHOULD NOT BE CONSIDERED AUTHORIZED BY THE COMPANY. THE DOCUMENTS REPLACE ANY AND ALL PREVIOUS OFFERING DOCUMENTATION (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL PRELIMINARY INVESTMENT OFFERING LETTERS OF INTENT AND MEMORANDUMS, IF ANY) PROVIDED BY OR ON BEHALF OF THE COMPANY.

THE DOCUMENTS MAY CONTAIN CERTAIN STATEMENTS REGARDING THE FUTURE PERFORMANCE OF THE COMPANY, INCLUDING CERTAIN STATEMENTS REGARDING FORECASTS. SUCH STATEMENTS REFLECT VARIOUS ASSUMPTIONS BY THE COMPANY REGARDING ANTICIPATED RESULTS, WHICH MAY OR MAY NOT PROVIDE TO BE CORRECT. NO REPRESENTATION IS MADE AS TO THE ACCURACY OF SUCH STATEMENTS. ANY STATEMENT THAT IS NOT BASED ON HISTORICAL FACT IS DEEMED A FORWARD-LOOKING STATEMENT, AS THE TERM IS DEFINED IN THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. FORWARD-LOOKING STATEMENTS ARE SUBJECT TO MANY UNCERTAINTIES AND RISKS.

THE COMPANY HAS NOT AUTHORIZED ANYONE TO GIVE OR MAKE FINANCIAL PROJECTIONS OR FORECASTS OR TO MAKE ANY REPRESENTATION REGARDING THE COMPANY'S FINANCIAL PERFORMANCE.

THIS AGREEMENT CONTAINS CERTAIN SUMMARIES ABOUT THE DOCUMENTS, WHICH THE COMPANY BELIEVES ARE ACCURATE. ALL OF THESE ABSTRACTS ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE FULL DOCUMENT. INVESTORS ARE URGED TO READ THE DOCUMENTS IN THEIR ENTIRETY BEFORE SUBSCRIBING TO THE TOKENS.

1.3 **Values in certificates.** The Tokens constitute personal property and are evidenced in the terms of the Statutory Constitutive Document and the cryptographic transfer thereof on the Rental Platform. The terms of the Statutory Articles of Incorporation define the rights, responsibilities and interests of the Investor in relation to the Company. It is attached hereto as Appendix 1 a true and correct copy of the Company's Statutory Articles of Incorporation (the "**Statutory Constitutive Document**"). THE INVESTOR ACKNOWLEDGES THAT THE INVESTOR HAS BEEN ADVISED TO READ THE STATUTORY INFORMATION DOCUMENT IN ITS ENTIRETY prior to executing this Agreement and, by executing this Agreement, the Investor represents and warrants that the Investor has read the Statutory Articles of Incorporation and has had the opportunity to consult with its advisors regarding the same For this subscription to be effective, in addition to the payment of the full Purchase Price as indicated in the. Section 1.1, and in order for the Investor to receive the Tokens, the Investor shall execute a counterpart to the Statutory Articles of Incorporation or execute and deliver to the Company a binding to the Articles of Incorporation in the form attached hereto as Appendix 2 (the "**Accumulation**").), agreeing to be bound and subject to the terms of the Statutory Constitutive Document. The Statutory Articles of Incorporation are not described in detail in this Agreement and any description of the provisions hereof are qualified in their entirety by the full terms of the Statutory Articles of Incorporation.

1.4 **Term:** This Agreement, and the subscription described herein, will have a minimum term of one (3) year, during which the Investor will not sell their Tokens.

1.5 **Return on investment:** The investor will be entitled to a monthly return on the Company's net operating cash flow or distributions upon a liquidity event (as those terms are defined in the Articles of Incorporation), prorated to the investor's membership interest.

SECTION 2 REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and guarantees the Investor as of the Closing Date, as follows:

2.1 **Corporate Status; Power and authority.** The Company is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Florida. The Company has taken all necessary corporate actions to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby, including, without limitation, the issuance of the Tokens.

2.2 **Applicability.** This Agreement, when executed and delivered by the Company, shall constitute the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as the same may be limited by applicable laws of bankruptcy, insolvency, reorganization, moratorium or similar that affect the application of creditors' rights in general and general principles of equity, regardless of whether the execution is considered in a legal or equitable procedure.

2.3 **No violation.** The Company's execution and delivery of this Agreement will not result in a breach of or violate the articles of organization or the Company's Articles of Incorporation or any Requirement of Law applicable to the Company.

2.4 **Valid issue.** Upon issuance of the Tokens to the Investor, payment of the Purchase Price thereof, compliance with the other Closing requirements set forth herein, and submission of any filing required under applicable securities laws, the Tokens issued and sold to the Investor in accordance with this Agreement will be considered validly issued and paid in full.

2.5 **Use of proceeds.** The income earned from this subscription will be used by the Company to operate and manage the Properties. The Manager will have broad discretion over the use of proceeds from this offering without the need for contributions from Investors.

SECTION 3 INVESTOR REPRESENTATIONS AND WARRANTIES

The Investor represents and warrants the Company as of the Closing Date, as follows:

3.1 **Power and authority.** The Investor has the capacity, power and authority under the requirements of law to execute and deliver this Agreement and consummate the transactions contemplated herein. The Investor has taken all necessary measures to authorize the execution, delivery and performance of this Agreement and the transactions contemplated herein.

3.2 **Applicability.** This Agreement and the Union have been duly executed and delivered by the Investor and constitute the legal, valid and binding obligation of the Investor, enforceable against the Investor in accordance with its terms, except that enforceability may be limited by applicable bankruptcy laws, insolvency, reorganization, moratorium or similar affecting the application of creditors' rights generally and general principles of equity, regardless of whether enforcement is considered in a legal or equitable proceeding.

3.3 **No violation.** The execution and delivery by the Investor of this Agreement and the Union will not breach or violate any Contract to which the Investor is a party or by which it or its property or assets are bound or violate the Requirements of the Law applicable to the Investor.

3.4 **Company operating history.** The Investor acknowledges that the Company is newly formed and has no operating history prior to closing. The Investor acknowledges that any financial information that the Company has provided to the Investor is based on projections or other estimates and is not based on historical financial information and is inherently unreliable and does not serve as a basis for the Investor to acquire the Tokens or confirm its decision. investment.

3.5 **Certain risk factors.**

3.5.1 The Investor acknowledges that an investment in the Company and the purchase of the Tokens involves numerous risks and the Investor has been fully aware of and understands all risks related to the purchase of the Tokens. There can be no assurance that the Company will be successful, that the Company's objectives will be achievable, in whole or in part, or that the Company's business model will be successfully achieved. The Investor acknowledges that he or she has been informed that an investment in the Company and the purchase of the Tokens involves a high degree of risk and is suitable only for Persons of adequate financial means who have no need for liquidity in respect of this investment and who can afford the risk of a complete loss of your investment.

3.5.2 The investor recognizes that the Tokens issued and offered to the public under this Private Sale are a novel and complex financial instrument. The Issuer is a recently incorporated company with only minimal capital and no financial history. The technology used for the issuance of the Tokens is not fully tested and the markets for trading the Tokens, if they are available, are very immature. Investors understand that there is no guarantee that they will receive interest payments and full repayment at maturity. In adverse circumstances, they will receive less than the subscription price or suffer a complete loss of the invested capital.

An investment in Tokens is suitable only for experienced and financially sophisticated investors who are in a position to evaluate the risks, including risks related to the Tokens and the underlying technology, and who have sufficient resources to be able to withstand any loss, including a complete loss, that may result from said investment. Before subscribing to or acquiring any Tokens, prospective investors should specifically ensure that they understand the structure and risk inherent in the Tokens and should specifically consider the risk facts set forth in the "Risk Factors" section in the Private Placement Memorandum.

3.6 **Tax consequences.** The investor acknowledges that there are significant tax risks associated with the acquisition, holding and disposition of the Tokens. Additionally, federal, state, and local tax laws and regulations relating to corporations are complex and are subject to change or modification at any time, either prospectively or retroactively through continually evolving judicial decisions and administrative interpretations and/or or the enactment of new legislation. No representation is hereby made as to the tax consequences of investing in the Tokens for the Investor. THE INVESTOR ACKNOWLEDGES THAT PRIOR TO INVESTING, THE COMPANY HAS RECOMMENDED THAT THE INVESTOR SEEK TAX ADVICE REGARDING THE PURCHASE OF THE TOKENS.

3.7 **Incomplete documents; Private Placement Memorandum Prepared.** Investor acknowledges that it has received a copy of and has had sufficient opportunity to review the Rental Master, LLC Qualified Confidential Private Placement Memorandum and the Issuer's Confidential Private Placement Memorandum, dated April 1, 2023, and fully understands the disclosures that they contain. INVESTORS ARE URGED TO EVALUATE THEIR OWN INVESTMENT IN THE COMPANY AND ASK ALL RELEVANT MANAGEMENT QUESTIONS ABOUT THE COMPANY, ITS BUSINESS, FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

3.8 **Accredited Investor of the USA.** If the Investor is a United States person (as that term is defined in the Section 7701 (a) (30) of the Code), the Investor represents to be an "accredited investor", as such term is defined in Rule 501(a) of Regulation D under the Securities Act, and has such knowledge and experience in financial and business matters (including investing in companies newly created non-public companies dedicated to the restaurant industry similar to the Company) which is BKL to: (i) evaluate the merits and risks of the investment you are making under this Agreement; (ii) make an informed investment decision in this regard; and (iii) if it is an entity, it was not formed for the sole purpose of investing in Member Interests. THE INVESTOR FURTHER ACKNOWLEDGES THAT THE INVESTOR HAS HAD THE OPPORTUNITY TO CONSULT ITS OWN LEGAL, TAX AND FINANCIAL ADVISERS IN CONNECTION WITH THIS AGREEMENT AND THE INVESTOR'S INVESTMENT IN THE INTERESTS OF THE MEMBERS AND THAT THE INVESTOR UNDERSTANDS THE MEANING AND LEGAL CONSEQUENCES OF THIS AGREEMENT AND THE STATUTORY CONSTITUTIVE DOCUMENT AND THE INHERENT RISKS OF AN INVESTMENT IN THE INTERESTS OF THE MEMBERS. The Investor acknowledges that an investment in the Company and the purchase of Member Interests involves numerous risks (some of which are set forth herein) and the Investor has been fully aware of and understands all risks, whether set forth herein or not, relating to the purchase of Member Interests, and which are inherent to the business and the proposed business of the Company, and which are inherent to this type of illiquid investments

3.9 **Foreign Investor.** The Investor understands that the offer and sale of the Tokens in non-U.S. jurisdictions may be subject to additional restrictions and limitations and represents and warrants that it is acquiring its Tokens in compliance with all laws, rules, regulations and other legal requirements applicable to the Investor, including, but not limited to, the legal requirements of the jurisdictions in which the Investor is resident and in which such acquisition is being consummated. Furthermore, the Investor understands that all offers and sales made outside the United States will be made in accordance with Regulation S of the Securities Act.

3.10 **Commissions.** The Investor has not incurred any obligation to pay a fee or commission to any finder, broker or agent in connection with the transactions contemplated by this Agreement.

3.11 **Investment intention.** Investor is acquiring the Tokens hereunder for Investor's own account and without the intent of public distribution thereof, and further agrees not to transfer such Interest in violation of the Securities Act or any applicable state securities laws. No Person other than the Investor (and its beneficial owner(s)), has any beneficial interest in the Tokens. The Investor understands that the offer and sale by the Company of the Tokens being acquired hereunder has not been registered under the Securities Law due to their issuance contemplated in transactions exempt from the registration requirements of the Securities Law. , and that the Company's reliance on such registration exemptions is based on the Investor's representations and warranties contained herein. The Investor acknowledges that transfers of the Tokens are restricted and limited by the Securities Act, applicable state securities law and the terms of the Statutory Articles of Incorporation to which the Investor will be subject and bound. Investor further represents that Investor, if an individual, resides in the State or jurisdiction set forth herein, or if not an individual, has its principal place of business in the State or jurisdiction

set forth herein, and that the Company trusts in such representation to comply with applicable state securities laws.

3.12 **There are no other representations.** Investor acknowledges that the Company or any of its representatives have made oral or written statements to Investor in connection with Investor's purchase of the Tokens other than those expressly set forth herein. Investor has relied solely on the Company's representations and warranties, covenants and agreements contained in this Agreement (including the Appendices hereto) and Investor's and its representatives' own due diligence analysis, independent examination and investigation of the Company when making its decision to acquire the Tokens. The Investor has not relied on any financial projection in connection with the Investor's investment hereunder and understands that the valuation of the Tokens being acquired hereunder is not based on any established value criteria, but has been determined by the Company in its sole discretion, and may not reflect their current or future valuation. Future issuances of equity by the Company (the offer and consummation of which no guarantee can be given), other than the Contemporaneous Investment, may be based on different valuations and different terms and conditions than the investment hereunder. The Investor understands that, in addition to his or her investment, the Company may accept additional investments from time to time and the Investor's economic interest percentage and voting percentage will be diluted proportionately.

SECTION 4 MISCELLANEOUS

4.1 **Defined terms.** As used in this document, the following terms shall have the following meanings:

"Contract" means any contract, lease, sublease, loan agreement, mortgage, note, restriction, undertaking, obligation or other contract, agreement or instrument of any kind, written or oral.

"Government authority" means any nation or government, any state or other political subdivision thereof, and any entity or official exercising executive, legislative, judicial, regulatory or administrative functions of or related to the government.

"Statutory Constitutive Document" shall mean the operating agreement of the Company dated April 1, 2023 and as may be amended from time to time.

"Person" means an individual, partnership, corporation, limited liability company, business trust, corporation, estate, trust, unincorporated association, joint venture, Governmental Authority or other entity of any nature.

"Plataforma Reental" means the online website, located in <https://www.reental.co/>, a through which the Company advertises, markets, promotes, sells and/or offers Tokens REENTAL cryptographic exchange of the membership participation in real estate holding entities and its services related to the rental and sale of income-generating properties around the world.

"Requirements of the law" means, as to any Person, the articles of incorporation, bylaws or other organizational or governing documents of such Person, and any national, foreign, federal, state or local law, rule, regulation, statute or ordinance, or determination of any arbitrator or court or other Governmental Authority, in each case applicable or binding on such Person or any of its properties or to which such Person or any of its properties is subject.

4.2 **Notices.** All notices, requests and other communications hereunder shall be in writing and delivered to the following addresses (or such other addresses as such party may subsequently designate in writing to the other party). Any such notice or communication will be deemed received when delivered.

(a) yes to the Company:

Reental América, LLC
c/o Saltiel Law Group
201 Alhambra Circle, Ste. 802
Coral Gables, Florida 33134
Email: hola@reental.co; c c: service@saltielawgroup.com

(b) Yes to the Investor at the address indicated next to your name on the signature page hereof.

4.3 **Complete agreement.** This Agreement (including the Appendices attached hereto), which are incorporated herein and made a part hereof, contains the entire understanding of the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements and understandings between the parties with respect to such subject matter. issue. The Appendices constitute a part of this document as if set forth in its entirety.

4.4 **Valuation.** The Company and the Investor agree that the value of the Tokens purchased pursuant to this Agreement is based on the value of the Tokens as of the Effective Date, and there is no additional value attributed to the Tokens purchased by the Investor. .

4.5 **Amendment; Resignation.** This Agreement may not be modified or amended except by written instrument executed by both parties. No failure to exercise, and no delay in the exercise, of any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed a waiver of any subsequent breach of the same or any other provision, nor shall it imply any waiver of any course of dealing between the parties.

4.6 **binding effect; Assignment.** The rights and obligations set forth in this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement and the rights and obligations hereunder may not be assigned by the Investor without the prior written consent of the Company, which may be granted or withheld in its sole and absolute discretion.

4.7 **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

Execution of this Agreement will include images of manually executed signatures transmitted by facsimile or other electronic format (including, but not limited to, "pdf", "tif" or "jpg") and other electronic signatures (including, but not limited to, DocuSign and AdobeSign) . The use of electronic signatures and electronic records shall have the same legal effect, validity and enforceability as a manually executed signature or the use of a paper record-keeping system to the fullest extent permitted by applicable law, including the Federal Signature Act. Electronic Signatures in Global and National Commerce, the Florida Electronic Signature Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code. The parties hereby waive any defense to the enforcement of the terms of this Agreement based on the form of the signature, and hereby agree that such transmitted or electronically signed signatures shall be conclusive evidence, admissible in judicial proceedings, of the execution of this Agreement by the parties.

4.8 **Confidentiality**. The Investor agrees that at all times: (a) he will keep strictly confidential all information received from the Company or its representatives; and (b) not disclose, communicate or divulge directly or indirectly to any Person (except to the Investor's agents and advisors, which the Investor will ensure that the Investor recognizes that they are subject to this confidentiality provision), or use, cause or authorize any Person to use such information (except the Investor's agents and advisors, which the Investor will ensure will acknowledge being subject to this confidentiality provision); provided, however, that such restrictions shall not apply to the extent the information: (i) is required to be disclosed as required by law; (ii) generally available to the public through no fault of the Investor; or (iii) is or is available to the Investor from a source other than the Company or its representatives that the Investor does not know is subject to a confidentiality restriction. In the event that the Investor is required by the Requirements of Law to disclose such information, it will immediately notify the Company in writing and will cooperate with the Company to prevent or limit such disclosure.

4.9 **Divisibility**. If any provision of this Agreement is determined to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. If any provision hereof is determined by a court of competent jurisdiction to be unenforceable because it is unduly broad or vague as to duration, activity or subject matter, such provision shall be reformed by such court and interpreted by limiting, narrowing or defining it, so as to be executable.

4.10 **Applicable law**. This Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Florida without application of principles of conflicts of laws. **THE COMPANY AND THE INVESTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREIN OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND ANY AGREEMENT CONTEMPLATED HEREUNDER. BE EXECUTED IN CONJUNCTION WITH THE HEREIN, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY. ANY LAWSUIT, ACTION OR PROCEEDING BROUGHT BY EITHER PARTY WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF FLORIDA, OR IN THE FEDERAL COURTS LOCATED**

**IN THE STATE OF FLORIDA, SEATING IN MIAMI-DADE COUNTY, FLORIDA .
EACH PARTY HEREBY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR
THE PURPOSE OF ANY LAWSUIT, ACTION OR PROCEEDING. EACH PARTY
HEREBY IRREVOCABLY WAIVES ANY CLAIM THAT ANY CLAIM, ACTION OR
PROCEEDING BROUGHT IN SUCH COURT WAS BROUGHT IN AN
INCONVENIENT FORUM.**

IN WITNESS WHEREOF, the parties hereto have caused this Confidential Subscription Agreement to be duly executed and delivered as of the date set forth on the first page of this Agreement.

INVESTOR:

Name: _____

By: _____

ADDRESS FOR NOTIFICATIONS:

Email: _____

Exact name that will appear in the Statutory Constitutive Document: _____

ACCEPTED BY:

Series REENTAL – BKL 3, LLC

By: _____
Reental America, LLC, Manager.

Name: _____

Title: _____

Date: _____

APPENDIX 1

**STATUTORY CONSTITUTIVE DOCUMENT
OF
SERIE REENTAL - BKL 3, LLC
A FLORIDA LIMITED LIABILITY COMPANY**

It is **OPERATING AGREEMENT** (is "*Agreement*") of **REENTAL SERIES - BKL 3, LLC, a Florida Limited Liability Company** (the "Company"), effective as of April 1, 2023 (the "Date Validity"), is by and between the "Members" and the Company as set forth herein. Individual Members are referred to collectively, with any other Person admitted to the Company in accordance with the terms hereof, as the "*Members*" and individually as un "*Member*".

Preliminary Declaration

WHEREAS, the Company was formed under the laws of the State of Florida by filing Articles of Organization (the "*Articles of Organization*") to the Department of State of the State of Florida on April 1, 2023;

WHEREAS, the Members wish to organize and operate the Company as a limited liability company under the Florida Revised Limited Liability Company Statutes, found in Section 605.0101 et. seq., Florida Statutes, as amended from time to time (the "*Law*");

WHEREAS, the Members wish to modify and replace any previous agreements between the Parties regarding the operation of the Company;

WHEREAS, the Members and the Company now wish to enter into this Agreement in order to (a) reflect the admission of the Members as members hereof and the issuance to them of a Membership Interest (as defined below), (b) establish the manner in which the business and affairs of the Company will be managed and (c) determine your rights, duties and obligations with respect to the Company.

NOW, THEREFORE, In consideration of the mutual covenants and agreements set forth below and for the mutual benefit and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I
Defined Terms; Construction Rules**

1.1 Defined terms. Terms used with initial capital letters that are not otherwise defined in the body of this Agreement shall have the meanings given to them in the **Annex 1.1** attached hereto and incorporated by reference herein.

1.2 Construction Rules. For the purposes of this Agreement: (a) the words "include", "includes" and "including" will be deemed to be followed by the words "without limitation"; and (b) the words "hereby", "hereby", "hereby", "hereby" and "hereby" refer to this Agreement in its entirety. All dollar amounts specified in this Agreement are in U.S. dollars unless otherwise indicated. The definitions given for any defined terms in this Agreement shall apply equally to the singular and plural forms of the defined terms. Whenever the context requires it, any pronoun

must include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (i) to Articles, Sections and Annexes mean the Articles and Sections and Annexes attached to this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, restated, replaced, supplemented or modified from time to time; and (iii) to a statute or regulation issued thereunder means such statute or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting any instrument or causing any instrument to be drafted. The Exhibits and Schedules referred to herein (if any) shall be construed as an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II

Training; Name; Main office; Company Purpose; Term

2.1 Training. The Company was formed pursuant to the provisions of the Act, following the filing of the Articles of Organization with the Secretary of State of the State of Florida. Express authorization is hereby granted to the person executing the Articles of Organization (the "**Organizer**") to act as an "authorized person" within the meaning of the Act for the exclusive purpose of executing the Articles of Organization filed with the Secretary of State of the State of Florida; and upon filing of the Articles of Organization the authority ceased of the Organizer. This Agreement shall constitute the "operating agreement" (as that term is used in the Law) of the Company. The rights, powers, duties, obligations and responsibilities of the Members shall be determined in accordance with the Law and this Agreement. the measure in that the rights, powers, duties, obligations and responsibilities of any Member are different due to any provision of this Agreement than they would be under Law in the absence of such provision, this Agreement, to the extent permitted by Law, the control.

2.2 Name. The name of the Company is "**SERIES REENTAL - BKL 3, LLC**" or such other name or names as may be designated by the Members; provided, that the name shall always contain the words "Limited Liability Company" or the abbreviation "LLC" or the designation "LLC"; provided, further, that the name does not contain the name of or refer to any Member or its Affiliate without the prior written consent of such Member.

2.3 principal place of business; Resident Agent. The Company's initial head office is located at 201 Alhambra Circle, Suite 802, Coral Gables, Florida 33134, or such other location as the Manager may determine from time to time. The registered agent for notices of the Company in the State of Florida shall be the initial registered agent named in the Articles of Organization or such other Person or Persons as the Members may designate from time to time in the manner provided by Applicable Law and Law .

2.4 Purposes. The Company is authorized to engage in any lawful commercial activity.

2.5 Term; dissolution. The Company shall have perpetual existence as of the date the Articles of Organization were filed with the Secretary of State of the State of Florida and shall continue to exist perpetually until the Company is dissolved in accordance with the provisions of the Article **VII**.

2.6 Status maintenance. Members will take all necessary measures to keep the Company in good standing as a limited liability company under the Law, including the submission of any certificates of correction, articles of amendment and other applications and certificates as may be necessary to protect limited liability. of Members and cause the Company to comply with the Applicable Law of any jurisdiction in which the Company owns property or does business.

2.7 Member Responsibility. Except as expressly provided by law (or by any other agreement which may be entered into by one or more Members in their sole discretion), no Member shall be liable for any indebtedness or obligation of the Company to any other Person.

2.8 Ownership and waiver of partition and valuation. The interests of each Member in the Company will be personal property for all purposes. Except as specifically disclaimed in Section 2.8(a), all property and interests in property (including Property), real or personal, owned by the Company shall be deemed to be owned (directly or indirectly) by the Company as an entity, and no Member, individually, shall have any property or interest in any such property or interest owned by the Company except as a Member of the Company. Each Member, on behalf of itself and its successors, representatives, heirs and assigns, hereby waives and releases any and all of the following rights which it has or may have, if any, by virtue of having an interest in membership in the Company: (a) any right of partition or any right to take any other action that might otherwise be available to such Member in order to sever his relationship with the Company or such Member's interest in the assets in power of the Company of the interest of the other Member and (b) any right of valuation and payment with respect to such Member's interest in the Company or any part thereof, except to the extent specifically set forth herein.

2.9 Member Activities. Members and Member Affiliates have other business interests and may engage in activities other than those related to the Company, including making or managing other investments (debt and equity). Each Member acknowledges that other Members and Affiliates of other Members have an interest in managing, investing, owning, operating, transferring, leasing and otherwise using real estate and interests therein for profit, and participating in any and all one of the related or incidental activities. and that each will make other investments in accordance with such interests and the requirements of any agreement to which they or their Affiliates are a party. Neither the Company nor any Member shall have any rights under this Agreement or the relationship created hereby in any other business or activity in which any Member or Affiliates of any Member is engaged or to any income or profits derived from such business or activity. . The pursuit of other businesses and activities by any Member or Affiliates of any Member, even if competitive with the Company's business, is hereby consented to by all other Members and shall not be deemed unlawful or improper under this Agreement or the Applicable law. No Member or Affiliate of a Member shall be required to present any particular investment opportunity to the Company, even if such opportunity is of a character that, if presented to the Company, could be pursued by the Company, and each Affiliate shall the right to take for one's own account, or recommend to others, any particular investment opportunity.

2.10 Accounting Period. The accounting period of the Company must be the Fiscal Year.

ARTICLE III

Members; Capital

3.1 Members; Membership Interest.

(a) Members' relative ownership interests in the Company shall be deemed Membership Interests (the "***Membership Interest***"). Unless otherwise stated in **Article IV**, Each Member's share of the Company's Profits and Losses and the right to receive distributions from the Company will be determined and proportional to his or her respective Membership Interest.

(b) Each Member shall have a Membership Interest as set forth against the names of the Members in the books and general ledger of the Company, as amended from time to time. Upon execution of this Agreement or a counterpart signature page hereto, each Initial Member shall be admitted as a member of the Company.

(c) The respective names, addresses for Notice, Capital Contributions, initial Capital Accounts and Membership Interests of Members are set forth in the Company's membership ledger, otherwise maintained in the books and records. Such membership ledger may be amended from time to time by the Administrator to reflect any change of address, the admission of additional or alternate Members or any other change in the information set forth therein.

(d) One or more Persons may be admitted as Members of the Company from time to time on such terms and subject to such conditions as the Members may unanimously determine. The Capital Contributions required of additional Members admitted after the adoption of this Operating Agreement, and their respective Membership Interest, will be specified in writing at the time of such admission pursuant to an agreement with the Company.

3.2 Capital Contributions.

(a) With the exception of the Capital Contributions of the Partners contemplated in **Section 3.2** and as stated in **Section 3.3**, no Member may or shall be required to make any additional capital Contribution to the Company unless the Members have unanimously approved such contribution. Without limiting the foregoing, no Member shall have any obligation to make any additional Capital Contribution to the Company to restore a deficit balance in such Member's Capital Account.

(b) The provisions of this **Article III** are solely for the benefit of the Members and no creditor of the Company shall have the right to rely on or enforce the obligations of the Members hereunder. **Article III.**

c) Return of Capital Contributions. Except as otherwise provided in this Agreement, and further subject to any relevant provision of the Act, no Member shall be entitled to returns of any Capital Contributions or interest in its Capital Contributions except as specifically set forth in this Operating Agreement.

3.3 Additional Capital Contributions.

(a) If, at any time or from time to time after the Manager determines that the Company requires additional amounts of cash to pay costs and expenses related to the Company's obligations, the Manager may, in its sole discretion, inform the Members that require additional Capital Contributions ("***Additional Capital Contributions***"), and authorize the issuance of additional membership units to be issued to future subscribers in a subsequent offering.

3.4 Capital accounts

(a) Each Member will have a capital account (each, one "***capital account***") in the Company's books *will increase* in:

(i) The amount of your initial Capital Contribution and any additional Capital Contribution (made by a Member or an affiliate of a Member for the account and benefit of the Member), and

(ii) Profit Sharing (or items thereof).

and it will be *diminished* by:

(i) The amount of money and the fair market value of the property (net of liabilities secured by the distributed property assumed or to which such property is subject) distributed by the Company, and

(ii) Distribution of Losses (or elements thereof).

(b) In addition, each Member's Capital Account shall be subject to such other adjustments as may be necessary to comply with the Capital Account maintenance requirements of Section 704(b) of the Code.

ARTICLE IV Allocations and Distributions

4.1 Distribution of Profits and Losses.

(a) For each fiscal year or other applicable period of the Company, except as otherwise provided herein, Profits (including Profits attributable to a transaction giving rise to Net Proceeds from an Equity Transaction) will be allocated to the Members pro rata of *agreement* with their respective Member Participation Percentage.

(b) For each fiscal year or other applicable period of the Company, except as otherwise provided herein, the Loss (including the Loss attributable to a transaction giving rise to the Net Proceeds of an Equity Transaction) will be allocated to the Members pro rata of *agreement* with their respective Member Participation Percentages.

4.2 Distributions.

(a) During the term of the Company, Available Cash or Net Proceeds from a Capital Transaction, if any, may be distributed to Members to be shared among them in proportion to their Member Interest Percentage in the Company.

(b) During the term of the Company, the Members will make distributions as profit sharing (the "Profit Sharing"), payable monthly within ten (10) days following the first day of each month, of the net income derived and collected from the rental and operating income of each Portfolio Investment.

(c) In the case of a Liquidity Event, Members will be entitled to seventy percent (70%) of the Net Profits obtained from a Liquidity Event (after the Manager has collected its Success Commission equivalent to thirty percent (30 %), which will be paid to Members in proportion to their Participation Percentage, as assigned in the books and records of the Company at the time of such event. For purposes of this section, Net Proceeds shall refer to the generally accepted accounting principle of net capital gains, as calculated at the time of the sale of each real property.

(d) The Manager will have the sole discretion to determine the timing of distributions and the aggregate amounts available for distribution.

(and) All disbursements to Members other than loans or payments for services rendered, or reimbursements for expenses incurred, that are a tax-deductible operating expense to the Company will be considered "distributions" and will be reflected in the capital account of the Member is receiving. Distributions will be made only if there is sufficient cash available after the distribution to meet the anticipated needs of the Company's business. No distributions will be made to a Member if it will result in a negative capital account.

4.3 Distributions in Kind. No "in-kind distributions" of Company assets or property will be permitted unless prior unanimous consent of the Members has been obtained.

4.4 Liquidation or Dissolution. Upon the liquidation or dissolution of the Company, the assets remaining after satisfaction (whether by payment or by establishing reserves for the same) of creditors, including Members who are creditors, shall be distributed to Members in accordance with Section 4.2(a).

ARTICLE V

Rights, powers and duties of members

5.1 Business and Affairs Management; Manager.

(a) Subject to any provision contained in this Agreement requiring the consent or approval of the Members, the general management and control of the business and affairs of the Company shall vest in Reental America, LLC as Manager of the Company. Company (the "Manager"). The Manager shall remain in office until removed for Cause or other basis, as otherwise set forth in this Agreement, whichever comes first. Except as otherwise expressly provided in this Agreement and except as otherwise expressly provided in a written resolution (or written consent) adopted by the Manager, no Member shall be an agent of the Company or have authority to bind or take any action on behalf of the Company. In the event that a Manager

is removed for Cause, the Members shall appoint a successor to such Manager as soon as reasonably practicable under the circumstances.

(b) The Manager(s) shall devote to the business of the Company such time as is reasonably necessary in connection with his/her duties and responsibilities hereunder.

(c) Any action required or permitted by the Manager(s) may be taken without a meeting, and the Manager shall have exclusive and unlimited authority to manage the business affairs of the Company in its sole discretion.

(d) The Company will fully and completely reimburse Managers for any and all reasonable out-of-pocket costs and expenses incurred by such Managers in connection with their duties as "Managers."

(and) The following events would constitute cause for termination of Reental America, LLC's position as Administrator:

- i. A breach of this Agreement by Reental America, LLC; the
- ii. The commission of fraud, misrepresentation or material omission of fact by Reental America, LLC, in connection with this Agreement; either
- iii. The filing of a voluntary or involuntary bankruptcy proceeding by or upon Reental America, LLC; the
- iv. The resignation of Reental America, LLC as manager of **SERIES REENTAL - BKL 3, LLC**

(g) Intentionally deleted.

(h) The term of office of the Manager will be indefinite, but will end on the earliest of the dates of (a) the Manager's resignation as Manager; (b) dissolution; (c) filing bankruptcy or insolvency proceedings; or (d) removal as Manager for Cause, as set forth herein. Otherwise, the Members will not have the authority to remove or dismiss the Manager.

(i) The Manager may resign by giving thirty (30) days written notice of resignation to the Members. A Manager shall have no personal liability to the Company or the other Members due to the Manager's resignation. However, resignation will not relieve the Manager of any liability to the Company or other Members arising on or before the effective date of the resignation.

(j) In carrying out the management functions of the Company, the Managers may use the title "Manager" or such other title (including "President", "Director" or "Chief Executive Officer") as the Managers determine from time to time. at the time

(k) Subject to the limitations contained in Section 5.5, and except to the extent of any delegation of management authority to a Manager as permitted herein, a Manager shall have the exclusive right, power and authority to enter into contracts on behalf of the Company and otherwise link the Company with third parties.

(l) A Manager may engage on behalf of the Company for the employment and services of employees and/or independent contractors (including, without limitation, Affiliates of the Manager or Managers) and delegate to such Persons the duty of managing or supervising any of the assets or Company operations.

(m) A Manager may hire legal advisors or accountants for the Company.

5.2 Delegation of authority; Officials and Employees.

(a) The Manager may designate persons as officers of the Company (the "**Officials**") as the Manager deems necessary or desirable to conduct the Business and the Manager may delegate to such Officers such power and authority as the Manager deems appropriate; *getting ready* that, if no such power and authority is specifically designated, such Officers shall have the power and authority customarily attributed to such Officer under the Act. No Officer need be a Member of the Company. Any individual may hold two or more positions in the Company. Each Officer shall hold office until his successor is appointed by the Manager or until his death, resignation or earlier dismissal. Any Officer may resign at any time by written notice to the Manager. Any Officer may be removed by the Manager with or without cause at any time. A vacancy in any position that occurs due to death, resignation, removal or otherwise, may, but need not be, filled by the Manager

(b) The Manager is hereby authorized to employ, engage or engage (at the Company's expense) or dismiss from employment or engagement persons ("**Employees** ") to the extent that the Administrator considers it necessary for the operation and administration of the Company.

(c) The Manager may delegate to any Officer or Employee (including an Affiliate of any Manager) such duties, rights and powers of the Manager, and for such periods as the Manager may determine. Neither the Manager nor any of the Officers or Employees shall be liable for any loss suffered by the Company as a result of the Manager's good faith reliance on the advice of Affiliates so employed.

5.3 Member Matters.

a) Unless required by Law or other Applicable Law, the Company shall not be required to hold an annual meeting of the Members or any other regular and periodic meeting of the Members. A meeting of the Members may be called only with at least ten (10) but not more than sixty (60) days written notice of the time and place of such meeting. Any Member may waive notice of any meeting of the Members before, during or after such meeting. Notifications will be delivered in the manner established in the **Section 9.1**. Any member may attend such a meeting in person, by video conference or by telephone.

(b) Each Member shall be entitled to vote on all matters on which such Member shall be entitled to vote, whether pursuant to this Agreement or the Law, based on the records of the Company with voting power equal to one vote per Member. . and each vote will be equal to the Percentage of Interest of each Member. Unless unanimous consent or other voting requirements of the Members are required under the terms of this Agreement or the Act, the

affirmative vote or consent of a supermajority is required in the interest of the Members as determined by the Percentage of interest of the Members to carry out any act of the Company. The presence, in person or by proxy, of Members holding not less than a majority of the Member Percentage Interest entitled to vote at the time of the action taken constitutes a quorum at any meeting of Members. If a quorum is present, the vote, in person or by proxy, of the members holding not less than one hundred percent (100%) of the percentage interest of the members entitled to vote on the subject matter shall be the approval of the members. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned by the Manager.

(c) Any matter required to be voted on, consented to or approved by the Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing, by a Member or Members having not less than the minimum number of votes that would be necessary to authorize or take such action. The Company will maintain a record of each such action taken with the written consent of a Member or Members.

(d) Deleted intentionally.

5.4 Limitation of liability of Members; Compensation.

(a) Except to the extent provided by applicable Law or Law, no Member shall be liable for or be personally responsible for the Company's expenses, liabilities or obligations, and each Member's liability shall be limited solely to the amount of its Capital Contributions. . Furthermore, each of the Members and the Company waive any and all fiduciary duties that, in the absence of such waiver, may be implied by Applicable Law, and in doing so, acknowledge and agree that the duties and obligations of each Member and Manager to each other and to the Company are solely as expressly set forth in this Agreement.

(b) No Manager, Affiliate thereof or Officer or Employee shall be liable for any liability, damages or otherwise to the Company or any Member for errors of judgment, acts done or failure to act on the part of such Manager, Officer or Employee on behalf of such Manager, Officer or Employee. of or for the Company in good faith and in a manner that such Manager, Officer or Employee reasonably believes is or is not against the best interests of the Company and within the scope of the authority conferred upon him or her by this Agreement, unless the error of judgment, action or omission constitutes fraud.

(c) The Company (but not any Member) shall indemnify and hold harmless the Manager, Officers and Employees from and against any loss, damage, liability, cost or expense (including reasonable attorneys' fees) arising from any act or breach of act for such Manager, Officer or Employee if such act or omission is (i) in good faith; (ii) within the scope of the authority granted to such Manager, Officer or Employee (as applicable) under this Agreement; and (iii) not attributable to fraud. Any compensation under this **Section 5.4(c)** shall be paid out of and only to the extent of the assets of the Company, and no Member shall have any personal liability thereon.

5.5 Important decisions; Administrator Limitation.

(a) Without prejudice to the powers vested in the Administrator under this Agreement, the Administrator shall not have the authority or power to take any of the following actions without the consent of the Members:

- (i) materially change the Company's Business;
- (ii) Do any act that may subject any Member to personal liability in any jurisdiction;
- (iii) Do any act in violation of this Agreement; either
- (i v) Authorize any transaction, agreement or action not related to the purpose of the Company as set forth in this Agreement;

(b) Other than the decisions specifically listed in Section 5.5(a), the Manager shall have absolute authority and unrestricted discretion to manage the affairs of the Company in the best interests of the Members, without participation or decision of the Members.

5.6 Administrator Remuneration. The Administrator will not have the right to compensation for the services provided to the Company as Administrator; however, the Manager will be compensated in his capacity as Administrator of the Company pursuant to a separate Service Agreement.

ARTICLE VI

Transferability of membership interests

6.1 General Restriction on Transfers. Subject to **Section 6.2** and except as otherwise provided in this Agreement, Membership Interests (or any part thereof) may not be the subject of a Transfer, directly or indirectly, voluntarily or involuntarily, without the prior written consent of all Members. Without limiting the foregoing, no Member will have the right to make any Transfer if, as a result thereof, the Company is in breach of its contractual obligations to third parties (including, without limitation, third party lenders).

6.2 *Intentionally deleted.*

6.3. Effect of Bankruptcy, Dissolution or Termination of a Member. The Bankruptcy, dissolution, liquidation or termination of a Member will not result in the termination or dissolution of the Company and the Business will continue without dissolution. A bankruptcy action by or against any Member shall not cause such Member to cease to be a Member of the Company and, upon the occurrence of such event, the Company shall continue without dissolution.

6.4 Transfers allowed. Subject to any restrictions set forth in any agreement to which the Company is a party:

(a) A member shall be allowed to transfer _ (to " *Allowed Transfer* "), directly or indirectly, is Membership Interest for estate planning purposes in any property, trust, guardianship, custody, limited liability company, partnership, corporation or other fiduciary arrangement for the primary benefit of said Member, his or her respective spouse, heir(s), or descendants); *provided, however*, that (i) the majority of the deputies approve the Transfer by way of written consent, which consent must not be excessively withheld, (ii) the transferee must execute a written agreement, on a form provided by the Company and approved by the majority of the deputies, pursuant to which, among other things, the transferee agrees to be bound by and comply with all provisions of this Agreement, including without limitation the restrictions on Transfer imposed by this Agreement, (iii) in the case of a transfer in trust, unless waived by a majority of the members, such Member shall become the trustee or, as a member's spouse, a co-trustee of such trust, (iv) in the case of a Transfer not in trust, As a condition precedent to such Transfer such Member shall retain an irrevocable proxy to vote the Membership Interest, (v) the Transfer would not result (directly or indirectly) in a violation of the Securities Act, 1933, as amended, or any applicable state securities law or any rules or regulations thereunder or would require registration of the Company or its exceptional securities under the Investment Company Act of 1940, and (v) the transferring Member pays any reasonable expenses incurred by the Company in connection with the Permitted Transfer.

(b) Notwithstanding anything to the contrary herein, where a Member is a Person other than an individual, the Membership Interest held by such Member may be transferred indirectly without the consent of any other Person by a provision, directly or indirectly, of property interests. in said Member, *always* that none of those provisions, alone or together, result in a change of control of such Member.

ARTICLE VII

Continuation; Dissolution; Settlement

7.1 Dissolution. The Company will be dissolved upon the occurrence of any of the following events: (a) the written consent of all Members to dissolve, liquidate and terminate the Company; or (b) the entry of a decree of judicial dissolution under the Act on the joint application of each of the Members hereunder; or (c) upon a Liquidity Event.

7.2 Liquidation and Termination.

(a) Upon the dissolution of the Company, the Manager shall cause the Company to be wound up by converting the assets of the Company into cash or its equivalent and arranging for the affairs of the Company to be wound up with reasonable expediency but with a view to obtaining the fair value of the assets. assets of the Company and, after satisfaction (whether by payment or by establishing reserves therefor) of the creditors, including Members who are creditors, distribute the remaining assets to and among the Members in accordance with the provisions of the Article IV .

(b) Each Member shall consider only the assets of the Company for all distributions in respect of the Company and such Member's Capital Contribution thereto and participation in the Profits and Losses thereof and shall have no recourse therefor (in event of dissolution or otherwise) against any other member except to the extent that a member has not

made all capital contributions required to be made hereunder or is in default hereunder. No Member shall have the right to demand or receive property other than cash upon the dissolution and liquidation of the Company.

ARTICLE VIII

Books and Records; Accounting; Fiscal Elections, Etc.

8.1 Books and Reports. The Manager shall maintain, or cause to be maintained, complete and accurate books and records of the Company and supporting documentation of transactions in connection with the conduct of the Company's business, which shall be maintained in accordance with generally accepted accounting principles. accepted. All books, records and files of the Company will be available for examination for appropriate business purposes by any Member, or its duly authorized representatives, at any reasonable time during normal business hours at the Company's principal office. The Company may maintain such books and records and may provide such financial or other statements as the Directors deem appropriate.

8.2 Bank accounts. The Company's bank accounts will be maintained at banking institutions determined by the Manager, and withdrawals will be made only in the normal course of business with the signature or signatures required in accordance with the terms of the Article V. All funds of the Company will be deposited in your name in accounts at such bank or banks or other financial institutions designated by the Administrator or Administrators.

8.3 Accountants and Reports.

(a) The Manager(s) shall select and retain a reputable, independent, certified public accounting firm to prepare monthly financial statements for the Company, to prepare or assist the Manager(s) (or his delegate) in the preparation and filing of any and all federal and state tax returns required to be filed by the Company and to assist the Manager in such other Company matters as the Manager deems appropriate. As and when prepared for the Company, the Administrator shall promptly provide to each Member a copy of the monthly financial statements of the Company. In the event that a Member wishes to receive financial statements from the Company more frequently than once a month, such Member shall pay for such financial statements at his or her sole cost and expense to be performed by the Company's accountant.

(b) At the end of each fiscal year, the Company or its delegate shall prepare and provide, within seventy-five (75) days after the close of such fiscal year (or as soon as practicable), to each Person who was a member during such tax year, the U.S. partnership income return (or a similar return that may be required for federal income tax purposes) and any other return that may be prepared for state income tax purposes. the income along with Schedule K-1 of said member or schedule analog.

8.4 Depreciation and Elections. All elections required or permitted by the Company under the Code will be made by the Manager.

8.5 Fiscal year. The fiscal year of the Company shall be the calendar year unless the Members unanimously agree otherwise.

8.6 Information rights. The Manager will keep the Members reasonably informed in a timely manner of any fact, information, litigation, employee relationship or other material matter that may reasonably be expected to have a material impact on the operations or financial position of the Company and any Subsidiary, including any modification of any loan or other financing to the Company or any Subsidiary. Unless otherwise provided in this Agreement, the Manager will provide all important information relating to the Company or any Subsidiary or the management or operation of the Company or any Subsidiary as any Member may reasonably request from time to time. The Manager shall provide monthly reports to Members evidencing all monies spent for the Business.

ARTICLE IX

General provisions

9.1 Notices. All Notices, offers, requests and demands hereunder required or permitted to be given or made shall be in writing and shall be deemed to have been actually given and given when received by the party to whom it is addressed if delivered by hand, overnight delivery service, or three (3) days after the postmark date if sent by registered or certified mail, postage prepaid, return receipt requested, or email with electronic return receipt. If the Notice, offer, request or demand is intended (i) to the Company, it must be addressed to the Company at the Company's main office, (ii) to a Member, it must be addressed to the Member at its address and email address that appears in Annex A or addressed to such other Person or to the other address designated by written Notice given by such Member to the Company and to the other Member and (iii) for any of the Managers, such Notice shall be directed to such Manager at the address designated by such Member to the Company at the time such Person was appointed as a member of the Administrator.

9.2 Binding provisions. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the respective parties hereto.

9.3 Divisibility of Provisions. Each provision of this Agreement shall be deemed severable and if, for any reason, any provision or provisions hereof are found to be invalid and contrary to any existing or future law, such invalidity shall not impede the operation of or affect any other provision of this Agreement.

9.4 No Third Party Beneficiaries. Nothing in this Agreement is intended to be for the benefit of any unrelated creditor to whom any debts, liabilities or obligations are owed, or who otherwise has any claim against the Company or any of the Members, and no creditor shall obtain any rights under such provisions or, under such provisions, make any claim in respect of any debt, liability or obligation (or otherwise) against the Company or any of the Members.

9.5 Complete agreement; Amendments. This Agreement, together with all accompanying schedules and exhibits, contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior discussions and agreements (whether oral or written) between them with respect to the same. This Agreement may be modified or amended only pursuant to a written amendment adopted by the Manager and approved by each of the Members.

9.6 Applicable Law. All issues and questions relating to the application, construction, validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule. (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

9.7 Submission to Jurisdiction. The parties agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or relating to this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be commenced in the Circuit Court in and for Miami Dade County, Florida, provided that such court shall have subject matter jurisdiction over such claim, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed that arose from a business transaction in State of Florida. Each party hereby irrevocably consents to the jurisdiction of such courts (and applicable appellate courts) in any suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection to can do now or in the future. They must determine the venue of such suit, action or proceeding in such court or that such suit, action or proceeding brought in such court has been commenced in an inconvenient manner. The service of a process, subpoena, notice or other document by certified mail to the address established in the **Section 9.1** shall be effective service of process for any suit, action or other proceeding commenced in such court.

9.8 Waiver of jury trial. Each party hereby acknowledges and agrees that any dispute that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each party irrevocably and unconditionally waives any right it may have to a trial by jury regarding any legal issue. action arising out of or related to this Agreement or the transactions contemplated hereby.

9.9 Equitable resources. Each party hereto acknowledges that any breach or threatened breach by such party of any of its obligations under this Agreement would result in irreparable harm to the other parties, for which monetary damages would not be appropriate remedy, and you hereby agree that in the event of any breach or threatened breach by such party of such obligations, each of the other parties hereto, in addition to any and all other rights and remedies that may be available to them in respect of such breach, will be entitled to equitable relief, including a temporary restraining order, injunctive relief, specific performance, and any other relief that may be available in a court of competent jurisdiction (without any requirement to post bond).

9.10 Cumulative resources. The rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other rights and remedies available at law or in equity or otherwise.

9.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, portable document format or otherwise shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9.12 Advice from an independent lawyer. Each Member acknowledges and agrees that this Agreement is a legally binding document which such Member has entered into after obtaining legal advice on its meaning and significance from independent counsel of its own selection.

9.13 Additional Guarantees. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member agree, upon request of the Company or any other Member, to execute and deliver such additional documents, instruments, transfers and guarantees and to take such additional steps as may be necessary. necessary to carry out the provisions hereof and give effect to the transactions contemplated hereby.

9.14 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, it will have access to and become familiar with trade secrets, proprietary information and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information about business plans, financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents that the Company treats as confidential, in any form (including oral, written, electronic or any other form or means) (collectively, "**Confidential Information**"). Additionally, each Member acknowledges that: (i) the Company has invested and continues to invest substantial time, expense and expertise in the development of its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the market; and (iii) the Company would suffer irreparable harm if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any member is subject, no member may, directly or indirectly, disclose or use (other than solely for the purpose of such member monitoring and analyzing his or her investment in the Company), including use for personal, commercial or proprietary advantage or benefit, whether during his or her association with the Company or subsequently. , any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate measures to safeguard such information and protect it against disclosure, misuse, espionage, loss and damage. heist.

(b) Nothing contained in **Section 9.1** will prevent any Member from disclosing Confidential Information: (i) by order of any court or administrative agency; (ii) upon request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent required by legal process or required or requested pursuant to a subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Member; (vi) to Representatives of Members who, in such Member's reasonable judgment, need to know such Confidential Information and agree to be bound by the provisions of this Section 9.14 **as** if they were Members; or (vii) to any potential transferee in connection with a proposed Transfer of Membership Interest of such Member, provided that such transferee agrees to be bound by the provisions of this Section 9.14 **as** if you were a member ; *getting ready* that, in the case of clause (i), (ii) or (iii), such Member shall, unless prohibited by Applicable Law, notify the Company and another Member of the

proposed disclosure as far in advance as possible to such disclosure (but in no event make such disclosure before notifying the Company and another Member) and use all reasonable efforts to ensure that any Confidential Information so disclosed receives confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of **Section 9.1** will not apply to Confidential Information that: (i) is or becomes generally available to the public, except as a result of disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without the use of Confidential Information; or (iii) is available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Member or any of its respective Representatives, provided that such source is not known to the receiving Member and will be subject to a confidentiality agreement with respect to the Company.

(d) Notwithstanding anything to the contrary herein, and notwithstanding any other express or implied agreement, arrangement or understanding to the contrary, any Member and its Representatives may disclose to any and all Persons, without limitation of any kind: (i) the tax treatment and tax structure of the transactions contemplated by this Agreement and the tax treatment and tax structure of all related transactions, and (ii) all materials of any kind (including opinions or other tax analyzes) that are provided to said party in relationship with said tax treatment or tax structure. This authorization to disclose tax treatment and tax structure is limited to the extent that confidentiality is required to comply with any Applicable Law.

(and) The obligations of each Member under this Section 9.14 shall survive as long as such Member remains a Member, and for one (1) year after the earlier of (i) termination, dissolution, liquidation and liquidation of the Company, (ii) such Member's withdrawal from the Company, and (iii) such Member's Transfer of Membership Interests.

IN WITNESS WHEREOF, each party hereto has executed the foregoing Agreement starting April 1, 2023.

SERIE REENTAL - BKL 3, LLC

By: _____

Eric Sanchez, as MGR of:

Renta América, LLC,

the Company's MGR

Annex 1.1

Defined terms

“Affiliate” means any Person who directly or indirectly through one (1) or more intermediaries controls, is controlled by, or is under common control with a specified Person. For the purposes hereof, the terms "**check** ", "**controlled** "the" **controlling** " with respect to a specific Person shall include, but are not limited to, (i) ownership, control or voting power of ten percent (10%) or more of (x) the outstanding shares of any class of voting securities or (y) beneficial interests, of any Person, as the case may be, directly or indirectly, or acting through one (1) or more Persons, (ii) control in any form over the member(s) administrator(s) or the

election of more than one (1) director or trustee (or Persons exercising similar functions) of such Person, or (iii) the power to exercise, directly or indirectly, control over the management or policies of such Person (other than through customary major decision rights).

" **Applicable Law** " means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consent or approval of any Governmental Authority; and (c) any orders, decisions, advisory or interpretive opinions, injunctions, judgments, awards, decrees or agreements with any Governmental Authority.

"**Cash Available**" means, for any fiscal period, the Net Cash Flow that can be distributed without violating Applicable Law or any agreement or instrument to which the Company or any Subsidiary may be bound.

" **Bankruptcy** " means, with respect to a Member, the occurrence of any of the following: (a) the submission of an application by such Member for, or a consent to, the appointment of a trustee of the assets of such Member; (b) the filing by such Member of a voluntary bankruptcy petition or the filing of a pleading in any court of record admitting in writing the inability of such Member to pay its debts when due (c) the making by such Member; of a general assignment for the benefit of the creditors of such Member; (e) the expiration of sixty (60) days following the entry of any order, judgment or decree by any court of competent jurisdiction declaring the bankruptcy of such Member or appointing a trustee of the assets of such Member.

"**Capital Contribution**" means, for any Member, the total amount of cash and cash equivalents contributed to the Company by such Member.

"**Capital expenditures** means, for any period, the amount expended on items capitalized in accordance with generally accepted accounting principles, applied uniformly, except for items otherwise classified under this Agreement.

" **Capital Transaction** " Any of the following: (a) a sale, exchange, transfer, assignment or other disposition of all or any part of any Company Assets or Property other than a sale occurring in the ordinary course of the business of the Company; (b) any condemnation or deed in lieu of condemnation of all or part of any Company Asset; (c) any financing or refinancing of any Company Asset; (d) any fire or other casualty to the Property or any other Company Assets; and (e) any other transaction involving Company Assets the proceeds of which, in accordance with generally accepted accounting principles, are considered capital in nature.

"**Cause**" shall mean: (a) fraud or willful misconduct in the performance of Manager's services hereunder; (b) your failure to comply with any of the provisions hereof; or (c) fraudulent conversion or misappropriation by the Manager of company money or property.

"**Code**" means the Internal Revenue Service Code of 1986, as amended (or any corresponding provision of subsequent law).

"**Asset of the company**" half any of the goods and properties, whether tangible or intangible, whether real, personal or mixed, at any time owned or held for the benefit of the Company.

“ **Distributions** ” means a distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating the distribution or otherwise; *getting ready*, that none of the following shall be a Distribution: (a) any redemption or repurchase by the Company or any Member of any Membership Interest; (b) any recapitalization or exchange of securities of the Company; (c) any subdivision (by a division of a membership interest or otherwise) or any combination (by a reverse division of a membership interest or otherwise) of any outstanding membership interest; or (d) any fee or remuneration paid to any Member as a service provider for the Company or a Subsidiary.

“**Profit Sharing**” means the payment to each Member equal to his or her percentage interest in the Company of the net income derived and collected from the rental income and operations of each Portfolio Investment, payable monthly, within ten (10) days after closing of each previous month.

" **Government Authority** "means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulatory organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

“ **Gross income** ” means, with respect to the Property, all cash receipts and income of the Company of any kind, including (a) all forms of rent, income, income, profits, royalties, profits and other benefits paid to the Company of use, lease, license, process, operate from or in, or otherwise enjoy all or part of the Property, and (b) all payments under insurance policies covering the Property; *provided that , however ,* “Gross Proceeds” does not include any amount that constitutes the Net Proceeds of an Equity Transaction.

“**Liquidity Event**” means any sale of substantially all of the Company's assets, a refinancing affecting the Company's assets, or any other event that allows for the settlement of Members' contribution under their corresponding subscription agreements. Such definition will be supplemented by the Private Placement Memorandum issued by the Company concurrently herewith.

“**Service Agreement**” means the Management Agreement signed by the Company and the Manager on April 1, 2023, as amended, modified, supplemented or updated from time to time, as the context requires.

“**Net Cash Flow**” means, for any period, the excess of (a) Gross Revenues plus any amount, as reasonably determined by the Administrator, drawn from any general reserve account established by the Administrator, over (b) the operating expenses of the Company plus any amount , as reasonably determined by the Administrator, added during such period to said general reserve account.

“**Net profits**” means the net income of the Company, if any, determined in accordance with generally accepted accounting principles.

“**Net Proceeds of an Capital Transaction**” means the net cash proceeds of an Equity Transaction less any portion thereof used to (a) establish reserves as reasonably determined by

the Manager, (b) pay any debt or other obligations of the Company, or (c) pay the expenses or costs incurred in connection with such Capital Transaction that would not have been incurred but for such Capital Transaction. The “Net Proceeds of an Equity Transaction” will include all payments of principal, interest and other payments as they are received with respect to any note or other obligation received by the Company in connection with an Equity Transaction.

“ **Net Operating Cash Flow** ” means, for any period, with respect to each Portfolio Investment, the gross cash amounts received from the sale of Portfolio Investments during the period, less all expenses related to the operation of the Portfolio Investment, sale of Portfolio Investments Portfolio, or the pro rata share of other expenses of the Fund paid during such period, less all payments of principal and interest on any debt related to such Portfolio Investment made during such period (including any prepayment of debt), less the amount of a reasonable working capital reserve established in the sole discretion of the Manager in order to meet future working capital requirements (including capital expenditures) related to the Portfolio Investment. Expenses related to the operation and/or sale of portfolio investments include, but are not limited to: Real estate commissions, closing costs, property taxes, seller fees, mortgage payments, HOA fees (HOA), property management fees, fund management fees as defined in the Private Placement Memorandum and set forth in the Services Agreement between the Company and the Manager, utility fees, vacancy costs, maintenance, insurance, financial audit year-end tax preparation and legal fees.

"Notice "the" notification" means a writing containing the information required by this Agreement to be communicated to any Person, sent or delivered to such Person in accordance with the provisions of the **Section 9.1**.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, Government Authority, unincorporated organization, trust, association or other entity.

“Portfolio Investment” means each real estate investment or series of related real estate investments made by the Company.

“Utility” and **"Loss"** means for any taxable year the taxable profit or loss of the Company for federal income tax purposes for such year as determined by the Company's accountants without regard to adjustments to basis pursuant to Sections 734 or 743 of the Code, but subject to the following adjustments:

(i) Any income of the Company that is exempt from federal income tax will be added to such taxable income or loss.

(ii) Any Company expenses described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenses pursuant to Regulations § 1.704-1(b)(2)) (iv) (i), shall be subtracted from such taxable income or loss.

(iii) If the fair market value on the date an asset is contributed to the Company (or if the basis of such asset for accounting purposes is adjusted in accordance with the Regulations, such adjusted "accounting" basis) differs from its adjusted basis for accounting purposes. federal income tax purposes at the beginning of such year or other period, in lieu of depreciation, amortization and other cost recovery deductions taken into

account in calculating such taxable income or loss, the amount of depreciation, amortization and other cost recovery deductions will be equal to an amount that has the same relationship to such initial fair market value (or adjusted "booking" basis) as the federal income tax deduction for such year or other period has to such basis initial adjusted tax.

(iv) If the value at which an asset is carried on the Company's books differs from its adjusted tax basis and a gain or loss is recognized on the disposition of such asset, the gain or loss will be calculated by reference to the value of the asset. book" instead of your adjusted tax base.

(in) For the purposes of determining the Company's taxable income or loss (and therefore the Company's Profit and Loss), payments made to any Member pursuant to an employment contract will be treated as guaranteed payments under Section 707(c) of the Code.

" **Representative** " means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, attorneys, accountants and other agents of such Person.

"**Regulations**" means the federal income tax regulations promulgated under the Code, as amended from time to time and including the corresponding provisions of subsequent Regulations.

"**Subsidiary**" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests entitled to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"**Success Rate**" means thirty percent (30%) of the Net Operating Cash Flow (as defined in the Private Placement Memorandum issued by the Company at the same time) of a Liquidity Event, less the costs associated with the realization of such Liquidity Event Liquidity.

"**Transfer**" means, directly or indirectly, to sell, transfer, assign, pledge, encumber, mortgage or similarly dispose, whether voluntarily or involuntarily, by operation of law or otherwise, or enter into any contract, option or other arrangement or understanding regarding the sale, transfer, assignment, pledge, lien, mortgage or similar disposition of any Membership Interest owned by a Person or any interest (including a beneficial interest) in any Membership Interest owned by a Person. "**Transfer**" when used as a noun it will have a correlative meaning. "**Transferor**" and "**Assignee**" mean a Person making or receiving a Transfer, respectively.

APPENDIX 2

UNION TO THE REENTAL SERIES REENTAL – BKL 3, LLC STATUTORY CONSTITUTIVE DOCUMENT

The signatory has acquired the Purchase Tokens offered by **SERIES REENTAL – BKL 3, LLC**, a Florida limited liability company (the "**Company**") in accordance with the terms of a Subscription Agreement dated _____. As a condition of the undersigned receiving the benefits and interests as a Member of the Company, It is required that the undersigned and by execution hereof have agreed to be legally bound and subject to all the terms and conditions of that certain Statutory Constitutive Document of the Company dated April 1, 2023, as amended, restated or modified from time to time (the "Statutory Constitutive Document"). Capitalized terms used in this document and not defined herein shall have the meaning attributed to such terms in the Statutory Articles of Incorporation. The Statutory Articles of Incorporation is incorporated herein by this reference, and the undersigned confirms the representations and warranties as a Member set forth in the Articles of Incorporation.

This union may be executed in counterparts, each of which will be considered original and all of which together will constitute the same instrument. The execution of this union will include images of manually executed signatures transmitted by facsimile or other electronic format (including, but not limited to, "pdf", "tif" or "jpg") and other electronic signatures (including, but not limited to, DocuSign and AdobeSign) . The use of electronic signatures and electronic records shall have the same legal effect, validity and enforceability as a manually executed signature or the use of a paper record-keeping system to the fullest extent permitted by applicable law, including the Federal Signature Act. Electronic Signatures in Global and Domestic Commerce, the Florida Electronic Signature Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code. The parties hereby waive any defense to the enforcement of the terms of this union based on the form of the signature, and hereby agree that such transmitted or electronically signed signatures shall be conclusive evidence, admissible in judicial proceedings, of the execution of this union by the parties.

IN WITNESS WHEREOF, the undersigned has executed this union to the Statutory Constitutive Document from Series REENTAL – BKL 3, LLC.

Investor:

Name: ____

Date of: _____
effective upon acceptance by the Company