

**CONFIDENTIAL SERIAL OFFERING MEMORANDUM
SERIES RNT – HOU-3 , LLC**

Interest offering deliverable in the form of crypto digital tokens

This Series Memorandum (the 'Series Memorandum') is issued jointly with REENTAL Master, LLC's Confidential Offering Memorandum, dated April 1, 2023 (the 'Master Memorandum'), and incorporates the same by reference. This Series Memorandum is specific to the series offering **SERIES RNT-HOU-3 , LLC** (the “Series” or “Company”), a Florida limited liability company located in, **201 ALHAMBRA CIRCLE, SUITE 1050, CORAL GABLES, FLORIDA 33134**. This Series Memorandum is qualified in its entirety by the terms of the Master Memorandum and specifically describes the offering of fractional digital RNT tokens (the "Tokens" or "Securities") of the Series, which run on the POLYGON Network Blockchain. These Tokens will be used for financing for the benefit of society **MOGUL 4064 FEAGAN LLC, A TEXAS LIMITED LIABILITY COMPANY**, for the purchase and management of a property located in **4604 Feagan St, Houston, TX 77007 (“real estate investment”)**. For purposes of clarity only, qualified subscribers who participate in the purchase of Tokens as securities in the Series, own or will own a fractional interest in the Series, which is or will be the beneficiary of a contractual right with **MOGUL 4064 FEAGAN LLC**, through one or a series of “non-fungible token(s)” (“NFT”), relating to said real estate investment, according to the subscription documents issued by Mogul Technologies, Inc. Therefore, this memorandum describes the procedure of this specific offering, which describes the participation of each member or holder of the Tokens acquired in the Series, and the capacity of the participating companies in the management of the business; as well as the specific risk factors related to this Series investment. Unless the context requires otherwise or is specifically defined in this Memorandum, terms defined in the Master Memorandum have the same meanings when used in this Series Memorandum.

THIS SERIAL MEMORANDUM SHOULD BE READ IN CONJUNCTION WITH AND BE PART OF THE MASTER MEMO. UNLESS SPECIFICALLY MODIFIED BY THIS AMENDMENT, ALL TERMS OF THE MASTER MEMORANDUM SHALL REMAIN IN EFFECT AND APPLY TO THIS SUPPLEMENT.

This Series Memorandum is a supplement and is qualified entirely by the information provided in the Master Memorandum. If there are inconsistencies between this Series Memorandum and the Master Memorandum, **the terms of it is Series Memorandum**. The Master Memorandum should be read in connection with the review of this Series Memorandum, specifically with respect to the risk factors associated with the real estate investment specifically identified in this memo. ***For any additional information or documentation related to this offering, please contact the Administrator at the following address: 201 Alhambra Circle, Ste. 1050, Coral Gables, Florida 33134; or by email to hola@reental.co.***

The information contained in this memorandum is confidential and should only be shared with prospective investors who have completed a suitability questionnaire and have been approved by the Issuer for investment in the Series. This memorandum does not constitute an offer to sell, or a solicitation of an offer to buy, any securities in any jurisdiction in which such offer or solicitation would be unlawful.

The Series, through its affiliated company, Reental Master, LLC ("Reental Master"), whose purpose is to qualify Investors interested in Reental products, reserves the right to admit investors or make the Series Investment available to certain investors. At the time of this memorandum, Reental Master and the Series

only offer investment opportunities outside the United States to foreign persons (as defined in section 701(b)(1)(A) of the Internal Revenue Code (IRC)) pursuant to Regulation S, adopted by the Securities Exchange Commission (SEC); and in the United States to tax residents (as defined in Section 7701 (a) (30) of the Code) who qualify as an "accredited investor," as that term is defined in Code 501 (a) of Regulation D of the Securities Exchange Act of 1934.

THE OFFERING

The following information is a summary of various aspects of an investment in the Series. The summary is qualified in its entirety by detailed information provided elsewhere in this Series Memorandum and the Master Memorandum. This Series Memorandum and the Master Memorandum and supporting documents should be read in their entirety by prospective investors (the "Investor"). Initially capitalized terms that are not otherwise defined in this Series Memorandum have the meanings given to them under the Master Memorandum.

Investors are urged to seek advice from their own attorneys and tax advisors.

The Company:	The Company or Series is a Florida limited liability company, incorporated for the purpose of raising and contributing capital for the Investment and making it available to investors through tokenized subscriptions.
Definition of Investment	The term "Investment" refers to the capital contribution made by the Company to MOGUL 4064 FEAGAN LLC, through the purchase of NFTs, intended to finance the acquisition, development, management or tokenization of a specific real estate operation, or a set of related real estate investments, as detailed in the Agreement and its respective Addenda.
Definition of real estate investment	The term "real estate investment" means each real estate investment or series of real estate investments made by MOGUL 4064 FEAGAN LLC using the Investment made by the Company.
Minimum investment	\$100 per Token for an initial investment.
Distribution to investors	<p>The Administrator, on behalf of the Company, will pay its respective Members a share of the profits of the Net Operating Cash Flow distributed by MOGUL 4064 FEAGAN LLC, which are derived and collected from the rental income and operations of each real estate investment, payable monthly, within thirty (30) days after the close of each preceding month.</p> <p>The Administrator of the Serie is Reental America, LLC, a Florida limited liability company.</p>

Definition of management fee	The term "Management Fee" refers to distributions to the Administrator of the zero percent (0%) of the Monthly Net Operating Cash Flow for any real estate investment, earned and payable monthly.
Schedule of distributions to the Administrator of the Management Commission	Subject to certain limitations contained in the Operating Agreement, the Administrator will make distributions pursuant to the defined investment model within five (5) business days of the end of each preceding month.
Definition of liquidity event	The term "Liquidity Event" refers to the sale of any real estate investment.
Definition of Success Commission	The term "Commission of Success" of the ten percent (10,0%) of the net proceeds of a liquidity event, which will be paid to the Administrator For the purposes of this section, net profits will refer to the principles accountants generally accepted of net capital gains, calculated at the time of the sale of each real estate. By purposes For clarity only, the Administrator will have the right to charge said Success Commission on the net profit generated to the Company during the Investment period by way of interest on the loan or Investment.
Tokenization process and platform fee	The tokenization process and platform fee refer to an entry and setup fee of the ten percent (10.0%) of the total capital raised or tokens sold by the Company. which the Administrator collects at the closing of each subscription, in consideration of all costs incurred in the preparation and launch of an offering of the Company
Certain definitions	<p>The distribution provisions of the Operating Agreement use the following definitions:</p> <p><u>"Net Operating Cash Flow"</u> means, for any period, with respect to each investment property, the gross cash amounts received from the rental or sale of such investment property, relating to the investment of the Series, during the period, less all pro rata expenses related to the operation of such investment property, costs of sale, expenses of administration, payments of principal and interest on any debt related to such investment property (including any prepayment of debt), reasonable reserve amount for future working capital requirements related to the investment property, etc., which in such case are borne by MOGUL 4064 FEAGAN LLC, prior to any distribution to the Company. 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 costs, mortgage payments, HOA fees, property management fees (other than the management fee due to the Manager as defined herein),</p>

utility fees, vacancy costs, property management fees, maintenance, insurance, year-end financial audit, tax preparation and legal fees.

"Percentage interest" means, with respect to any Member and Company, the relationship between the Capital Contribution of such Member in a Company and the total Capital Contributions of all Members of such Company.

Priority of distribution of the net operating cash flow of each real estate investment

Net Operating Cash Flow from Investments will be distributed to Members in the Company in accordance with their membership interest. None of the distributions will be treated as a return of any Capital Contribution to Members.

Other rates

The Administrator may cause the Company to enter into contracts and transactions with the Administrator and any person who directly or indirectly controls, is controlled by, or is under common control with the Administrator, provided that the terms of such contract or transaction are fair and reasonable to the Company and are no less favorable than those that could be obtained in independent negotiations with unrelated third parties for similar services.

Organization expenses

The Administrator will bear all legal and other organizational expenses incurred in the formation of each Company, which are covered in part by the entry fee and configuration.

Other expenses

Except as provided below, the Company will assume all expenses related to the operation of the Portfolio Investments, including fees and other out-of-pocket expenses directly related to the ownership, financing, leasing or sale of the investment property, taxes, auditor and attorney fees, insurance, litigation expenses, expenses associated with the preparation and distribution of reports to Members and other appropriate expenses, as reasonably required by MOGUL 4064 FEAGAN LLC, pursuant to its contract with the Company. These expenses will also include out-of-pocket expenses incurred by the Administrator in connection with the performance of his duties to the Company; For example, the expenses of registration or renewal of the legal entity and annual accounting for filing returns, among other costs.

The Administrator shall bear all of his ordinary daily expenses incidental to his administration of the Company, including general expenses and compensation of his employees.

Duration of companies

The term of the Company (the "Term") shall begin on the date of each Company's Certificate of Organization or Formation, as filed with the Secretary of State, or equivalent, in the respective State of formation and shall continue in perpetuity, unless the Company is sooner dissolved in accordance with its Operating Agreement.

Investment Period

The expected investment period for this project is five (5) to seven (7) years. During this time, the asset will be held with the aim of maximizing its value before selling it.

Upon completion of five (5) years, a detailed analysis of trends in national and local markets will be performed to project the estimated value and possible price movements in the following years. The results of this analysis, along with the corresponding recommendations, will be presented to investors to determine the most appropriate time for the sale of the asset.

In the event that trends indicate that it is advisable to sell the asset before five (5) years or extend the investment beyond seven (7) years, investors will be notified in a timely manner with the updated findings and recommendations.

Offer Terms

The Initial Closing of the Token offering is subject to the Administrator's receipt and acceptance of the subscriptions for the minimum Capital Contributions established in each Token subscriber offering. Each Subscriber's Capital Contribution will be converted to the equivalent value of the RNT Tokens at the time of execution of the Subscription Agreement. The monetary value derived from such tokenized securities (i.e., funds) will be used for the purchase and management of Portfolio Investments, as defined herein. If the Company does not raise the minimum amount of Capital Contributions within ninety (90) days following the Effective Date of their respective Operating and Subscription Agreements (the Commitment"), the Initial Closing will be void and all Members will receive a full refund of their Capital Contributions, less any processing fees or costs associated with the Tokens. If this condition is met, then the Administrator will confirm the closing of the Initial Closing and the admission of subscribers as Members of the respective Company. After the initial closing, the Administrator may, at its option, continue to offer Tokens until the aggregate amount of Capital Contributions reaches the total supply described.

Each subscriber must remit an amount equal to one hundred percent (100%) of the subscriber's Capital Contribution at the time of submission of their subscription. This amount is paid to a specific escrow account overseen by the Manager and will be held by the Manager until the initial closing or cancellation of the offering, whichever occurs first.

Each subscriber must agree to make a Capital Contribution of no less than the offering Token price, and in increments thereof. The Administrator may, at its discretion, increase or decrease this minimum at any time. The Administrator may accept or reject any subscription in whole or in part in its sole discretion.

	<p>The Tokens will be offered on behalf of the Company by the Administrator and third parties designated by the Administrator. The Administrator will not receive any compensation in connection with the sale of the Tokens. In the event that the Administrator appoints a third party to offer and sell the Tokens, then the Administrator may impose a placement fee on the sale of the Tokens.</p>
Admissions of additional members in later closures	<p>After the Initial Closing, the Administrator, at its discretion, will continue to offer Tokens for an additional sixty (60) days, or until the Administrator closes the Subscription.</p> <p>The subscribers to these shares (the "Members <u>Additional</u>") will be admitted as Members in one or more additional closures (the "Closures <u>Posterior</u>"). Capital Contributions of each Additional Member will only be allocated to investment real estate acquired after such Member's admission to the Series.</p>
Own Due Diligence	<p>Each Investor must hereunder obtain the advice of its own legal, accounting, tax and other advisors in reviewing this memorandum and before deciding to invest in Tokens.</p>
How to subscribe	<p>To invest in the Company or Series, a subscriber must complete the Subscription Agreement and other subscription documents available from the Administrator, on its digital platform. Subscriber must also remit to Administrator an amount equal to one hundred percent (100%) of Subscriber's Capital Contribution or Security Tokens acquired at the time of executing the Subscription Agreement.</p>
Transfers	<p>Tokens are generally transferable, except in limited circumstances. See "<u>Token transfers by members</u>" which appears further down in the same document.</p>
Risk factors	<p>An investment in the Company involves substantial risks. See sections "<u>Risk factors</u> and the Master Memorandum in this regard".</p>

SUMMARY

Series

The securities and related Tokens described in this Series Memorandum are being offered and sold by the Series, through the electronic platform of www.reental.co.

The Wags project, located at 4604 Feagan Street, Houston, Texas, represents an investment opportunity in a premium real estate asset, designed to maximize profitability through short-term rentals on platforms such as Airbnb and VRBO.

The property has been acquired at a below market price in a competitive bidding process, with financing of 75% of the value of the property through a loan with exclusive payment of interest at 6.99%. Its strategic location and luxury design make it an attractive investment, with a high potential for profitability and revaluation.

The total investment required amounts to \$273,500 of which Reental will contribute \$200,000. The purchase amount amounts to \$600,000, but thanks to leverage the amount of financing referred to is lower.

Property Description

Located in the exclusive neighborhood of **Rice Military**, in Houston, Texas, **The Wags** is a **luxury single-family residence** that combines a modern design with high-end finishes, offering a sophisticated, functional environment designed for the comfort of its residents or tenants. Its architecture and distribution have been optimized to guarantee maximum use of space, with details that provide a feeling of spaciousness, elegance and comfort.

Featured Property Features

Strategic Location

Located in Rice Military, one of the most sought-after areas of Houston, the property enjoys a prime location just minutes from Memorial Park, River Oaks, The Heights and Downtown, making it an ideal choice for both local residents and short-term rentals. The area stands out for its combination of a quiet residential environment and proximity to a vibrant leisure offer, restaurants and green spaces.

Dimensions and Interior Distribution

- **Total area:** 223 m².
- **Rooms:** 3 spacious bedrooms, each with its own dressing room, providing a high level of privacy and storage.
- **Bathrooms:** 4 full bathrooms with luxury finishes, showers with glass doors and marble and porcelain details, offering a modern and elegant design.
- **Kitchen:** Designed in

- with a large central island that allows a natural flow between the living spaces. Equipped with granite countertops, stainless steel appliances and high-quality furniture, ideal for both residential use and vacation rentals.
- **High-end Finishes:** Wooden floors in warm tones, high ceilings that provide light and a feeling of spaciousness, panoramic windows and architectural details that combine modernity with comfort.

Outdoor Spaces

- **Backyard with private pool:** An exclusive recreation area with a **terrace equipped with ambient lighting**, ideal for relaxing or receiving visitors.
- **Private balcony:** Additional space that allows you to enjoy clear views and moments of tranquility.
- **Double garage:** Ample parking space with capacity for two vehicles, providing comfort and security.

Market Analysis in Houston, Texas

Houston is the fourth largest city in the US and one of the fastest growing in population in the country. Its diversified economy, driven by key sectors such as energy, healthcare and aerospace, has been a driver of attraction for new residents and businesses. In the last decade, the city has added more than 1.1 million inhabitants, which has generated a constant increase in the demand for housing and rentals.

In addition, Houston has established itself as a top-level tourist and business destination. Between 2020 and 2024, the number of annual visitors increased from 45 million to 54 million, with a projection of more than 56 million by 2025. This growth has significantly boosted the short-term rental market, with an increase in average daily rates.

Key Figures of the Real Estate Market

- Increase in property values in the last 5 years: +60.1%
- Increase in rents in the same period: +16.6%
- Projected annual rental income: Between \$88,800 and \$96,000
- Comparable properties in the area generate between \$90,000 and \$154,000 annually in rent
- Average daily rate for short-term rentals: \$205 - \$215
- 35% increase in income per available overnight stay since 2020

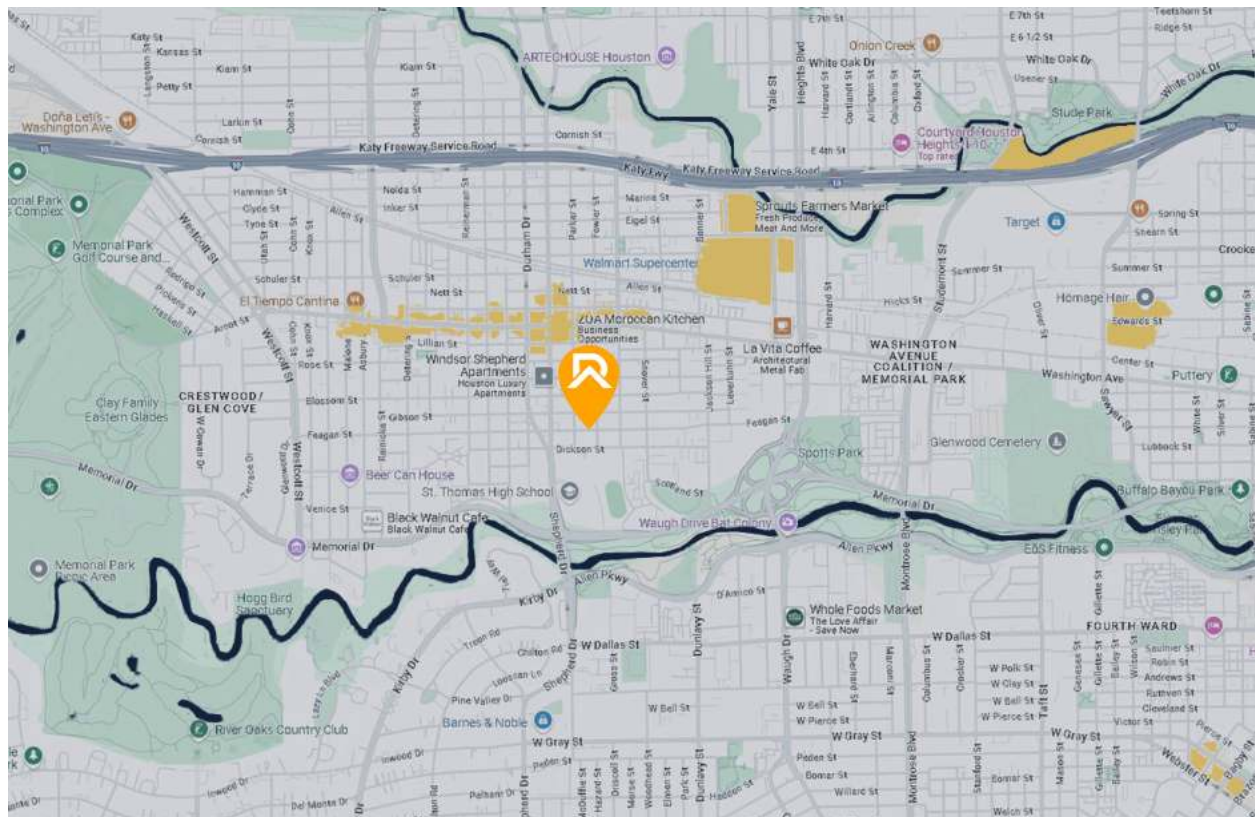
The Rice Military neighborhood, where The Wags is located, is one of the most sought-after neighborhoods in Houston. Its proximity to Memorial Park, River Oaks, The Heights and Downtown makes it a highly sought-after area, combining the tranquility of a residential environment with a vibrant dining, shopping and entertainment offering. This privileged location guarantees high profitability both in rentals and in the revaluation of the property in the medium and long term.

Financial performance

The property will be operated under an optimized rental model to maximize income through short and medium-term rentals, listed on platforms such as Airbnb and VRBO, taking advantage of the high demand in the area. Proximity to major universities such as the University of Houston and Texas Southern University attracts university students and professionals, ensuring constant occupancy.

With the current financial structure, which includes a purchase price of \$600,000 and 75% LTV financing with a loan at 6.99% interest for 10 years. Rental will contribute \$200,000 of the \$273,500 total capital required, which includes closing costs and reserves.

The estimated retention period is 5 years (until March 2030), with secondary liquidity options available from the second quarter of 2026. An estimated total annual rental return of 8.57% is expected, which with the sale of the property will reach 12.42% annualized giving a total return at the end of the project of 62.09%.



[NEW-3](#)

COMPRA		EXPLOTACION		VENTA	
Adecuación y Reforma		Renta y Gastos anuales		Plusvalías e Impuestos	
Compra del Inmueble	\$600,000.00	Tipo de Alquiler	Temporal	Revalorización mercado	\$112,611.78
Comisión de compra	\$9,000.00	Renta de alquiler	\$96,193.89	Impuestos + Fees salida	\$6,000.00
Gastos de inscripción	\$57,500.00	Gastos fijos	\$53,311.97	Comisión de Venta	\$11,261.18
Impuestos de compra	\$18,000.00	Consumos variables	\$0.00	Beneficio neto para el inversor	\$138,026.92
Reforma/ Adecuación	\$18,000.00	Gestión y Mantenimiento	\$16,833.93	Plusvalía %	18.77%
Otros Gastos	\$21,000.00	Beneficio Neto	\$19,047.89	Rendimiento total	62.09%
Comisión de Lanzamiento	\$22,222.22	Rentabilidad %	8.57%	Rendimiento total anualizado	12.42%
Total a Lanzar	\$222,300.00	Fecha de inicio de renta aprox.	04/04/2025	Años de Inversión	5
Precio del token	\$100.00	Días post sold out	45	Meses	60
Tokens a emitir	2,223			Fecha de venta estimada	09/03/2030
Fecha de Lanzamiento	18/02/2025				

**Estimated returns and not guaranteed*

Investors will make their capital contributions to SERIES RNT-HOU-3, LLC, an entity incorporated under the laws of the United States, which will be in charge of managing said funds as an investment vehicle for the investment of the capital of MOGUL 4064 FEAGAN LLC, which will be in charge of the acquisition and management of the real estate property located in Houston, Texas, identified as "The Kraków". These contributions will entitle investors to receive tokens that represent their proportional participation in SERIES RNT-HOU-3 LLC.

With the aim of facilitating investment operations and maximizing operational efficiency, **RentalToken S.L.** It will act as a fundraiser for investors. This function will allow capital contributions to be made both through bank accounts located in Spain, managed by Reental Token S.L., and directly to the bank accounts of SERIES RNT-HOU-3, LLC in the United States. This structure is intended to offer flexibility to investors, optimizing the investment process and reducing operational barriers.

Project Photos













BUSINESS

Introduction

The Company has been formed for the purpose of generating capital appreciation and current income through the acquisition of investment real estate.

Selection of real estate investment

The Manager and its directors have substantial experience in the management and operation of short-term rental properties in various markets in Spain, Argentina, Mexico and the United States.

The Administrator and its directors identified the investment in the real estate development described by the Company, based on the same criteria and due diligence that they use in their other real estate investments.

RISK FACTORS

Investing in the Series involves a high degree of risk. These risks could cause you to lose all or part of your investment. Prospective investors should carefully consider the risks associated with an investment in the Series before investing. ***The risks described below are not the only ones faced by the Company.*** Additional risks that we are not currently aware of or that we currently consider immaterial could also affect our results of operations. The risks associated with the Series are further detailed in the Master Memorandum. You are advised to carefully review the risk factors associated with an investment in the Company before making an investment in the Series, the Company or any series thereof.

Blind offering. Investors will not have the opportunity to evaluate the Series' investment.

Unique investment. The Series investment will be in a single property; therefore, the Series' investments will not be diversified.

Success and failure depend on management. Investors have no right to participate in the investment management of the Series, and management of the Series will vest solely in the Administrator and its directors.

The ability of an investor to transfer the Tokens. In general, Members may sell or transfer their Tokens through the Administrator's platform or third-party blockchain markets; However, outside the US, persons who acquire Tokens outside the United States may be limited in the sale or transfer of their Tokens to US persons for a period of at least one (1) year. No Member may assign or encumber any part of its Tokens without the prior written consent of the Administrator. Additionally, any member wishing to transfer or sell their Tokens must also comply with certain conditions set forth in the Operating Agreement. As a result, an investor's ability to transfer their Tokens may be subject to limitations.

An investor's ability to transfer their Tokens is restricted by federal and state securities laws. The Company has offered the Tokens based on an exemption from registration under the Securities Act for an offer and sale of securities that does not involve a public offering. The Tokens have not been registered under the Securities Act or under any state securities laws and may not be resold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and

applicable state securities laws. Each investor should be aware that it may be necessary to assume the financial risk of an investment in the Tokens for an indefinite period of time.

An investment in the Company is subject to certain tax risks. See Federal Income Tax Considerations section below and the Master Memorandum on Federal Income Tax Considerations

General risks related to real estate investments. The Company's operating results will be affected by economic and regulatory changes that have an adverse impact on the real estate market in general, and neither the Company nor the Manager can assure investors that it will be profitable or that it will achieve growth in the value of its real estate properties.

For additional information about the Series and other disclosures, see the Master Memorandum.

This Series Memorandum is intended to supplement the Issuer Master Memorandum and provides Series-specific information. Prospective investors should carefully review this Series Memorandum together with the Master Memorandum before making an investment in the Series. The Issuer reserves the right to reject the subscription of any investor at its sole discretion.

ADMINISTRATION

Administrator

The Series Administrator is Reental America, LLC, a Florida limited liability company. The Administrator has full responsibility and authority for all aspects of the Company's business and operations. The directors of the Administrator are Eric Sánchez and Fernando Ors. Further details on the management of the series are contained in the Master Memorandum.

Other activities of the Administrator and related persons

The Manager and its directors and their Companies are engaged in various business activities other than the Company's business and expect to continue to be so engaged, although they intend to devote such time and effort to the Company's business as they consider necessary or appropriate. Any of these persons may continue, or further initiate, such activities, whether or not such activities compete with the Company's business.

Ability to participate in other activities

The Manager and each other Related Person may engage independently or with others, for their own accounts and for the accounts of others, in other business ventures and activities of every nature and description, whether such ventures are competitive with the Company's business or otherwise, including, without limitation, buying, selling, leasing or holding Portfolio Investments on behalf of any other Person or company or for their own account. Neither the Company nor any Member shall have any right or obligation under the Operating Agreement in and to such independent ventures and activities or the income or profits derived therefrom.

Conflicts of interest

While the Administrator intends to avoid situations involving conflicts of interest, there may be situations where the Company Tokens may conflict with the Tokens of the Reental Master, the Administrator and/or any Member. Under the terms of the Operating Agreement, the activities of the Administrator and any other Related Person that are specifically authorized by the terms of the Operating Agreement will not be considered a breach of the Operating Agreement or any duty owed by such Person to the Company or any Member.

Indemnification of the Administrator and its Companies

The Company is obligated to indemnify and hold harmless all of the Administrator and all Related Persons, from and against any and all damages, which, in the judgment of the Administrator, arise out of, relate to or in connection with the Operating Agreement or the administration or conduct of the business or affairs of the Company, or any other Person in which the Company has a direct or indirect interest, except for any Damages that are finally found by a court of competent jurisdiction to result primarily from bad faith, gross negligence or intentional misconduct by, or default by, the Company or knowing violation of the law by the Person seeking indemnification. Members must pay attorneys' fees and expenses incurred upon receipt of an undertaking from the Related Person to reimburse such amounts if such Related Person is ultimately determined not to be entitled to indemnification.

SUITABILITY STANDARDS

Prospective investors should satisfy themselves that an investment in the Tokens is suitable for them, should review this memorandum and should take advantage of access to such additional information about the offering, the Company, the Manager and its business as they consider necessary to make an informed investment decision.

Each investor must also, whether alone or together with a representative of the buyer, have sufficient knowledge and experience in financial and business matters in general and in securities investment in particular to be able to evaluate the merits and risks of investing in the Company.

Investors who are subject to income tax should be aware that investment in the Company may (if the Company is successful) result in taxable income or tax liabilities that exceed the cash distributions available to pay such liabilities. Consequently, the Tokens may not be a suitable investment for potential investors who will be subject to and do not wish such consequences.

Stricter state standards

Residents of certain states may be subject to more stringent suitability standards than those set forth above and the Administrator may reject Subscription Agreements from prospective investors who do not meet such standards.

Trust in subscriber information

Representations and requests for information regarding the satisfaction of the investor's suitability standards are included in the Subscription Agreement that each prospective investor must complete. The Tokens have not been registered under the Securities Act and are being offered pursuant to Section 4(2) thereof and Regulation D and S promulgated by the SEC thereunder, and in reliance on applicable exemptions from the registration or qualification provisions of state law. Accordingly, before selling

Tokens to any investor, the Administrator intends to make all inquiries reasonably necessary to ensure that the prerequisites of such exemptions have been met. Prospective investors will also be required to provide any additional evidence that the Administrator deems necessary to substantiate the information or representations contained in their Subscription Agreements. The standards set forth above are only minimum standards. The Administrator reserves the right, in its sole discretion, to reject subscriptions for any reason, regardless of whether a potential investor meets the suitability standards. Additionally, Administrator reserves the right, in its sole discretion, to waive minimum suitability standards not imposed by law. **The Administrator anticipates imposing comparable suitability standards in connection with any resale of Tokens.**

TRANSFER RESTRICTIONS

The Offering has not been registered or qualified under the securities laws of any jurisdiction anywhere in the world. The Tokens **SERIES RNT-HOU-3**, if issued, offered and sold only in jurisdictions where such registration or qualification is not required, in accordance with applicable exemptions. These exemptions generally limit the eligibility of buyers to purchase the Tokens. **SERIES RNT-HOU-3** and restrict their resale.

However, the holders of the Tokens **SERIES RNT-HOU-3** They will be able to exchange them in a P2P (peer-to-peer) market enabled exclusively for registered users of the Reental platform. Such users must have previously completed and approved the identity verification (KYC) process, in compliance with applicable regulations on the prevention of money laundering (AML) and terrorist financing.

The Tokens **SERIES RNT-HOU-2** They may not be offered, sold, assigned, transferred, pledged, encumbered or disposed of outside the enabled P2P market, or otherwise, except with the prior consent of the Company and as permitted by applicable securities laws. Furthermore, any transfer of Tokens made in the P2P market will be subject to the additional restrictions established in this contract and the conditions imposed by the Reental platform, including compliance with the platform's internal procedures and KYC approval for both parties involved in the transaction.

Notice to buyers

The RNT Tokens, if issued, have not been registered under the Securities Act or any securities laws of any state and, unless registered, the RNT Tokens may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and other securities laws.

FEDERAL INCOME TAX CONSIDERATIONS

The series is not intended to be a so-called "tax shelter." It is not expected that substantial tax benefits will be obtained from an investment in the Series. Additionally, because the Series may earn net profits during a taxable year without a distribution to Members in that year, Members may be allocated taxable income in excess of the distributions. See Master Memo "Federal Income Tax Considerations"

The material federal income tax principles applicable to the Company, based on the Code, Treasury Regulations and published judicial rulings and decisions currently in effect, are summarized in detail in the Master Memorandum. It is recommended that you review the Master Memorandum, and specifically the Tax Considerations detailed therein, before making any investment in the Series. There can be no

assurance that future legislative or administrative changes or judicial decisions will not materially change the law and render unenforceable or incorrect the statements and opinions expressed herein or in the Master Memorandum. Any such changes may or may not be retroactive to transactions completed prior to the effective date of such changes. Applicable Treasury Regulations and interpretations related to this area of taxation are under continuous review by the IRS, and changes in such Treasury Regulations or interpretations could adversely affect the Company and Members.

EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH THEIR PERSONAL TAX ADVISERS REGARDING THE TAX CONSEQUENCES OF PROPERTY OR REAL ESTATE INVESTMENT. THE ADMINISTRATOR ASSUMES NO RESPONSIBILITY FOR THE TAX CONSEQUENCES OF THIS TRANSACTION FOR ANY INVESTOR.