

PRIVATE PLACEMENT MEMORANDUM

DATE May 27, 2026

Series RNT SPV-14 LLC – NCA-1

**Series RNT SPV-14, LLC (May 18, 2026, registration number L26000239188) (the “Series”),
commercially referred to as “North Carolina 1 (NCA-1)”**



OFFER OF

**UP TO SEVEN THOUSAND (7,000) PARTICIPATIONS OF Series RNT SPV-14, LLC (NCA-1)
DELIVERABLE IN THE FORM OF CRYPTOGRAPHIC DIGITAL TOKENS
 (“REENTALTOKENS”)**

Offer price for each RentalToken Series RNT SPV-14, LLC (NCA-1): 100 USD

**The minimum investment amount in Series RNT SPV-14, LLC (NCA-1) for US persons is USD
1,000**

This private placement memorandum (as amended or supplemented from time to time, the “Memorandum”) has been prepared by Rental America Series LLC, a limited liability company incorporated under the laws of the State of Florida (the “Company,” “Rental America,” “we,” or “our”), for use by certain qualified prospective investors (the “Investors”) to whom the Company is offering (the “Offering”) the opportunity to acquire shares (the “Interests”) in the series designated NCA-1: Series RNT SPV-14, LLC (the “Series” or “Series RNT SPV-14, LLC (NCA-1)”). The Interests will be represented by cryptographic digital tokens (“ReentalTokens”), which are a series of smart contract-based tokens on the Ethereum network, compliant with the ERC-20 standard and tailored to meet the transfer restrictions required by applicable securities regulations in the United States. The acquisition of the ReentalTokens can be issued in US dollars or euros. The offer price for each ReentalToken will be 100 USD (the “Offer Price”) and the maximum total Offer amount (the “Maximum Offer Amount”) will be 700.000 USD. The ReentalTokens of Series RNT SPV-14, LLC (NCA-1) have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the “Securities Act”), or under the securities laws of any state or foreign jurisdiction, and may not be offered or sold within the United States or to, or for the benefit of, U.S. persons, except pursuant to an exemption from registration requirements or in a transaction not subject to them. Accordingly, the ReentalTokens are offered and sold only (i) to “accredited investors” (as defined in Rule 501 of Regulation D of the Securities Act) pursuant to Regulation D, and (ii) in offshore transactions to persons other than “U.S. persons” (as defined in Regulation S) pursuant to Regulation S. See the “Distribution Plan” section. U.S. investors must purchase a minimum of ten (10) ReentalTokens, for a total amount of USD 1,000, unless the Company, at its sole discretion, accepts a lower amount. Non-U.S. investors may acquire a minimum of one (1) ReentalToken. Potential investors should inform themselves about the legal requirements and tax consequences in their respective jurisdictions of residence, citizenship, or

domicile, in relation to the acquisition, holding, and transfer of RentalTokens, as well as any applicable foreign exchange, regulatory, or reporting obligations.

The date of this Amended Memorandum is May 27, 2026.

NONE OF THE SECURITIES AND EXCHANGE COMMISSIONS, STATE SECURITIES COMMISSIONS, FOREIGN SECURITIES AUTHORITIES, OR ANY OTHER FEDERAL, STATE, OR FOREIGN AUTHORITY HAS APPROVED OR DISAPPROVED THE REENTALTOKENS OF THE RNT SERIES SPV-14, LLC (COMMERCIALY DESIGNATED AS “NORTH CAROLINA 1 (NCA-1)”), NOR HAS IT VALIDATED THE MERITS OF THE OFFER OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY STATEMENT TO THE CONTRARY CONSTITUTES A CRIMINAL OFFENSE.

The RentalTokens of Series RNT SPV-14, LLC are securities; they are not digital currency, cryptocurrency, or commodities. They are subject to substantial transfer restrictions. There is currently no secondary market for trading these tokens, and there is no guarantee that one will develop in the future. Investors may be required to hold their investment for an extended or indefinite period.

Investing in RentalTokens of the RNT SPV-14, LLC Series involves a high degree of risk and is intended exclusively for investors with sufficient financial capacity who do not require liquidity in the short or medium term. It is recommended to carefully review the "RISK FACTORS" section of this Memorandum.

	Sale price	Offer rates (1) (2) (4)	Income to the company (2) (3)
Por Series RNT SPV-14, LLC (NCA-1) RentalToken	100\$	0\$	100\$
Maximum series of RNT NCA-1 RentalTokens sold	700.000 USD	0 USD	700.000 USD

(1) Commission structure

Rental's remuneration structure in relation to this transaction includes:

- An initial commission equivalent to three percent (3%) of the total transaction amount, invoiced by Rental America, LLC to the project sponsor or structuring vehicle. This commission will not be borne by the investors nor deducted from the invested capital.
- A final commission equivalent to two percent (2%) associated with the final monetization of the underlying financial instrument, also supported by the sponsor or structure linked to the project.
- Economic differentials derived from the commercial structure of returns applicable to the different levels of investor within the Rental ecosystem.

(2) Profitability and income distribution

The investment is structured as a capital appreciation operation with distribution planned mainly at maturity or final monetization of the project.

In the central scenario, the estimated simple annual return for investors could be approximately between twelve percent (12%) and seventeen percent (17%) per year, depending on the investor level within the Reentel ecosystem (Reentel, Reentel Pro and SuperReentel), for an

estimated period of thirty-six (36) months.

The total cumulative return estimated in this central scenario could be approximately between thirty-six percent (36%) and fifty-one percent (51%) on the invested capital.

The Company may present additional favorable or unfavorable scenarios based on different hypotheses regarding the evolution, stabilization and monetization of the underlying asset.

These scenarios are merely illustrative, do not constitute any guarantee of performance, and actual results could differ substantially.

(3) Destination of funds

One hundred percent (100%) of the funds raised in this Offer will be allocated to the acquisition of the underlying financial instrument linked to the multifamily project “The Camber”, located in Morrisville, North Carolina, United States.

The fees described above do not reduce the capital initially contributed by investors.

(4) Variable distribution depending on the investor level

The return generated by the underlying project will be the same for all investors. Differences in the final return received by each investor will depend solely on the commercial policies, bonuses, or commission structures applicable to each level within the Reentel ecosystem (Reentel, Reentel Pro, and SuperReentel).

All costs associated with the Offer, excluding expenses derived from external services (including legal advice, auditing, accounting and marketing), will be borne by the Managing Member and will not constitute a direct expense of the Series.

The Company is offering up to SEVEN THOUSAND (7,000) RentalTokens of the RNT SPV-14, LLC Series on a best-efforts basis, with no minimum subscription amount. There is no guarantee that the entire Offer will be filled.

Rental America has not appointed any external financial institution as escrow agent. Investor funds may be deposited into accounts held by Rental America, LLC or its affiliates and will be available for use according to the terms of the transaction.

Rental America may perform one or more successive closings as funds and documentation are received from investors.

The Offer will end on the earliest of the following dates:

- (i) the date on which the maximum amount of SEVEN HUNDRED THOUSAND UNITED STATES DOLLARS (USD 700,000) has been reached;
- (ii) the date determined at the discretion of Rental America, LLC; or
- (iii) any earlier date decided by the Company.

IMPORTANT NOTICES

THE INTERESTS, OR REENTALTOKENS (THE "SECURITIES"), OFFERED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION AND ARE OFFERED AND SOLD BASED ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH STATE OR FOREIGN JURISDICTION LAWS. The securities are subject to transferability and resale restrictions and may not be transferred or resold except as permitted by securities law and such laws pursuant to registration or exemption therefrom. Recipients of the offering should be aware that they may be required to assume the financial risks of this investment for an indefinite period. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION, OR ANY OTHER NATIONAL OR FOREIGN REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED OR ENDORSEED THE MERITS OF THE OFFER OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY STATEMENT TO THE CONTRARY IS UNLAWFUL. THE SECURITIES MAY ONLY BE SOLD TO "ACCREDITED" INVESTORS OR NON-U.S. PERSONS, AS DEFINED IN REGULATION S.

THIS MEMORANDUM CONSTITUTES AN OFFER ONLY IF WE AUTHORIZE ITS DELIVERY. THIS MEMORANDUM HAS BEEN PREPARED EXCLUSIVELY FOR THE BENEFIT OF INVESTORS INTERESTED IN THE PROPOSAL TO PURCHASE OF TOKENS FROM REENTA Series RNT SPV-14, LLC (NCA-1), AND ANY REPRODUCTION, IN WHOLE OR IN PART, OR DISCLOSURE OF ANY OF ITS CONTENTS, MAY NOT BE MADE WITHOUT OUR PRIOR WRITTEN CONSENT.

No person has been authorized to make any statements or provide any information regarding the Series RNT SPV-14, LLC (NCA-1) resale tokens, except for the information contained in this memorandum. Neither the delivery of this memorandum nor any sale made hereunder shall imply, under any circumstances, that there have been no changes to the matters addressed herein as of May 27, 2026.

We have made every effort to obtain and provide accurate information for this memorandum, but its accuracy is not guaranteed. We have not knowingly made any false statements about material facts, nor have we omitted any material facts that would need to be stated to prevent the statements contained herein from being misleading. However, future events may affect the accuracy of the facts and conclusions contained herein. IN SUCH CASE, DURING THE CONTINUITY OF THIS OFFER, WE MAY, TO THE EXTENT THAT WE BECOME AWARE OF SUCH EVENTS AND DEEM THEM SIGNIFICANT, SUPPLEMENT THIS MEMORANDUM AND PROVIDE COPIES OF SUCH SUPPLEMENTS TO ALL OFFER BENEFICIARIES WHO HAVE EXPRESSED A POSITIVE INTEREST IN PURCHASING REENTALTOKENS Series RNT SPV-14, LLC (NCA-1), EXCEPT FOR PERSONS WHO HAVE ALREADY BECOME INVESTORS, BY SENDING A COPY OF THE SAME TO THE ADDRESS PROVIDED BY SUCH OFFER BENEFICIARY FOR SUCH PURPOSES.

EACH INVESTOR IN THE SECURITIES OFFERED HEREIN MUST ACQUIRE SUCH SECURITIES EXCLUSIVELY FOR THEIR OWN ACCOUNT, FOR INVESTMENT PURPOSES ONLY, AND NOT WITH THE INTENTION OF DISTRIBUTING, TRANSFERRING, OR RESELLING THEM, IN WHOLE OR IN PART.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR OTHER JURISDICTION IN WHICH AN OFFER OR SOLICITATION IS NOT LAWFUL OR AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO.

The contents of this memorandum should not be interpreted as legal, tax, or investment advice. Each potential investor is advised to seek independent investment, tax, or investment advice regarding the implications of investing in our company. Purchase of securities should be considered only by individuals who understand or have been informed about the nature, tax implications, and risk factors associated with such an investment, and who can afford to lose their entire investment without material adverse consequences to their standard of living. Recipients should rely solely on the advice of their own legal, economic, and tax advisors to assess the accuracy of the presentations, estimates, forecasts, and legal conclusions contained in this memorandum. When making an investment decision, investors should base their decisions on their own analysis of the company, this memorandum and its annexes, and the terms of the offer, including the merits and risks involved.

All estimates and forecasts contained in this memorandum are based on assumptions and hypotheses, the accuracy of which is subject to substantial risks and contingencies, both initially and throughout the existence of our company. They are for

illustrative purposes only, and each beneficiary is urged to consult with their own legal, economic, and tax advisors, who, based on their own experience, should provide their own estimates and forecasts upon which the beneficiary should rely.

This offer may be withdrawn at any time before closing and is subject specifically to the terms described in this memorandum and set forth in the definitive transaction documents. We reserve the right to reject any subscription, in whole or in part, or to allocate to any potential investor a number of securities subscribed by that potential investor.

The registration exemption available under the securities laws for the sale of the securities described herein is dependent in part on full compliance with all provisions of Section 4(a)(2) of the Securities Act and/or Rule 506 of Regulation D, or Regulation S, as applicable. Each investor must represent to us that they have knowledge and experience in investments of this type and are able to assume the financial risk of this investment indefinitely.

No action has been taken in any jurisdiction to permit a public offering of the securities. There is no public market for these securities, and none is anticipated to develop in the future. All sums invested in the company are also subject to substantial restrictions on withdrawal and transfer. The securities offered herein should be purchased only by buyers who do not require liquidity in their investment.

NO LEGAL, ACCOUNTING, OR BUSINESS ADVISORS RETAINED BY US FOR THE PREPARATION OF THIS MEMORANDUM SHALL BE LIABLE TO ANY INVESTOR FOR MALPRACTICE OR ANY OTHER REASONS, EXCEPT IN THE CASE OF LEGAL FRAUD. IN ADDITION, ITS SUBSIDIARIES, AFFILIATES, TRUSTEES, BENEFICIARIES, OFFICERS, OR DIRECTORS SHALL NOT BE LIABLE TO INVESTORS FOR ANY REASON, EXCEPT IN THE CASE OF: (1) FALSE STATEMENTS; (2) WILLFUL OMISSIONS; OR (3) NEGLIGENCE.

Beneficiaries are hereby invited to arrange meetings with our Managing Member or their duly authorized representatives to discuss the terms of this offer or any of the matters addressed herein. At such meetings, our Managing Member's representatives will also answer any important questions raised by potential investors. Beneficiaries are invited to request from our Managing Member copies of any documents or instruments that the Beneficiary considers important for their investment decision.

Investing in Rentaltokens involves a high degree of risk. You should carefully consider the risks summarized in the "Risk Factors" section of this memorandum for an analysis of the important factors to consider before purchasing Rentaltokens.

This memorandum contains a summary of certain provisions of documents associated with investment in securities and summaries of various provisions of the relevant bylaws and regulations promulgated thereunder. While our management believes that these summaries fairly reflect the substance of such documents, bylaws, or regulations, the summaries are not intended to be exhaustive, nor, in light of the dynamic nature of government bylaws or regulations, are they intended to accurately reflect the current bylaws or regulations or their correct binding interpretations. THEREFORE, ALL SUCH SUMMARIES ARE RATED IN THEIR ENTIRETY BY REFERENCE TO THE TEXTS OF THE ORIGINAL DOCUMENTS, STATUTES AND REGULATIONS.

Potential investors are expected to conduct their own due diligence regarding the company, its director, officers, affiliates, and business and operations. Each recipient may, if they so wish, investigate the relevant directors of our company with respect to our business or any other matter set forth herein, and obtain any additional information they deem necessary to verify the accuracy of the information contained in this memorandum (to the extent that we possess such information or can acquire it without unreasonable effort or expense). IN RELATION TO THIS CONSULTATION, ANY DOCUMENT THAT ANY BENEFICIARY WISHES TO REVIEW WILL BE MADE AVAILABLE FOR INSPECTION AND COPYING.

JURISDICTIONAL NOTICES

Appendix A This Memorandum contains several important disclaimers that we must disclose to investors according to the different jurisdictional laws in which they reside. It is important that you review the applicable jurisdictional disclaimers included in Appendix A carefully so that you are informed of your rights and other important information related to your investment decision.

CONFIDENTIALITY AND RELATED MATTERS

By accepting this Memorandum, each recipient agrees that the information contained herein is confidential and will treat it as strictly confidential. They will not disclose, directly or indirectly, nor allow their affiliates or representatives to disclose any information to any other person or entity, nor reproduce it, in whole or in part, without our prior written consent. Furthermore, they agree to use the information solely for the purpose of analyzing the suitability of an investment in our company for that recipient and for no other purpose.

The foregoing obligation will not apply to information that: (i) at the time of disclosure by us is, or becomes, generally available to the public, except as a direct result of your breach of the foregoing confidentiality obligations; (ii) was already in your possession before or at the time of disclosure by us; or (iii) at the time of disclosure by us or subsequently is obtained by you or any of your affiliates from a third party that you reasonably believe is in possession of the information without violating any contractual, statutory, or fiduciary obligation to us or our affiliates with respect to that information.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Memorandum contains forward-looking statements, including statements relating to the operations, financial results, business, and products of Rental America. Other statements in this Memorandum, including terms such as "anticipate," "may," "believe," "could," "should," "estimate," "expect," "intend," "plan," "predict," "potential," "forecast," "project," and similar expressions, also constitute forward-looking statements. Forward-looking statements are based on management's current expectations and beliefs about future developments and their possible effects on Rental America. Such forward-looking statements are not guarantees of future performance. The following important factors, and those described in other sections of this offering memorandum, including the matters discussed in the section entitled "Risk Factors," could affect (and in some cases have affected) the actual results of Rental America and could cause them to differ materially from the estimates or expectations reflected in such forward-looking statements:

- the use of the net proceeds from this Offer;
- Our goals and strategies;
- our future business development, financial situation and results of operations;
- our future capital needs and the costs of acquiring and maintaining our underlying assets;
- our expectations regarding the demand for our RentalTokens;
- market trends in the rental and investment real estate industry and related changes;
- trends in the market value of cryptocurrencies;
- the general economic and commercial conditions in the United States and in local real estate markets;
- RentalToken transactions can be irreversible and losses due to fraudulent or accidental transactions may not be recoverable;
- There is no guarantee that RentalToken buyers will receive a return on their investments;
- the lack of operational secondary markets or market makers for our RentalTokens and for security tokens in general;
- The slowdown or halt in the development or acceptance of blockchain networks and blockchain assets would have a material adverse effect on the successful development and adoption of RentalTokens;
- The popularity of cryptocurrencies and cryptocurrency offerings may decline in the future, which could have a material impact on Rental America's operations and financial condition;
- Rental America has a limited operating history, making it difficult to assess its ability to generate revenue through operations; and
- cybersecurity breaches and attacks.

Forward-looking statements, which involve assumptions and describe our future plans, strategies, and expectations, are

generally identified by the use of terms such as "may," "should," "expect," "anticipate," "estimate," "believe," "intend," or "project," or their negative forms, variations, or comparable terminology. Actual results, performance, liquidity, financial condition, prospects, and opportunities could differ materially from those expressed or implied in these forward-looking statements due to various risks, uncertainties, and other factors, including the ability to raise sufficient capital to continue our business operations. These statements can be found in the "Management's Analysis and Discussion" and "Business" sections, as well as in this memorandum in general. Actual events or results may differ materially from those discussed in the forward-looking statements due to various factors, including, but not limited to, the risks described in the "Risk Factors" section and the matters described in this memorandum in general. In view of these risks and uncertainties, there is no guarantee that the forward-looking statements contained in this Memorandum will actually materialize.

Potential investors should not place undue reliance on any forward-looking statements. Except as required by federal securities laws, there is no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events, changes in circumstances, or otherwise.

The specific discussions presented here concerning our Company include financial projections, estimates, and future expectations regarding our Company's business. These projections, estimates, and expectations are presented in this Memorandum solely as a guide to future possibilities and do not represent actual amounts or assured events. All projections and estimates are based exclusively on our Company's management's own assessment of its business, the industry in which it operates, the overall economy, and other operating factors, including capital resources and liquidity, financial condition, contract performance, and opportunities. Actual results may differ materially from the projections.

Potential investors should not make an investment decision based solely on our Company's projections, estimates, or expectations.

COMMUNICATIONS AND INQUIRIES

All communications and inquiries related to this memorandum should be directed to the authorized company officials, as indicated below. These individuals will be available a reasonable time before your purchase to answer your questions and provide additional information beyond that contained in this memorandum.

Managing Member
Reental America, LLC.

Copies to:
Moisés Saltiel, Esq.
Saltiel Legal Group
201 Alhambra Circle, Suite #1050
Coral Gables, Florida 33134
(305) 735-6565

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Appendix B – RentalToken Smart Contract Architecture

Appendix A – Rental America Series LLC Operating Agreement

Annex B – Series RNT SPV-14, LLC (NCA-1)

Annex C – Subscription Agreement

SUMMARY

The following summary is fully supplemented by the more detailed information contained in other sections of this document. You should read the entire Memorandum and carefully consider, among other things, the matters discussed in the section entitled "Risk factors." We recommend that you consult with your attorney, tax advisor, and business advisor regarding the legal, tax, and business aspects of investing in the Interests. In this Memorandum, all references to "\$" or "dollars" refer to U.S. dollars.

THE COMPANY

Overview

Reental America Series LLC has created a system to tokenize real estate and purchase agreements. This system allows a token holder to acquire and retain most of the rights and legal protections offered by traditional real estate ownership and purchase agreements. This RentalToken system utilizes a Florida limited liability company ("**Limited liability company**") as an intermediary entity between an individual token owner and a property or purchase agreement. Ownership of a series of LLCs (each, a "**Series**") is divided into approximately seven thousand (7,000) membership shares, or Interests, and these shares are represented by the same number of unique cryptographic digital tokens, or RentalTokens, on the Ethereum blockchain. As digital representations of the Interests, the RentalTokens embody the legal characteristics of the Interests and carry all the rights and obligations associated with them. Like the Interests, the RentalTokens are securities for the purposes of U.S. securities law and are designed to comply with applicable U.S. federal and state securities laws and regulations. See "Securities Offered – The RentalTokens" for more information.

Each Series of the LLC will acquire and own a specific real estate asset or hold a preliminary sales agreement. Ownership of one or all of the approximately 7,000 RentalTokens in a Series grants an individual limited ownership and management rights to the Series that issued the RentalTokens and, therefore, to the specific property or preliminary sales agreement held by that Series. Since the sole purpose of a Series is to own a single property or hold a preliminary sales agreement, ownership of all the RentalTokens issued by a Series effectively amounts to ownership of that Series or the rights to the preliminary sales agreement held by that Series, with, however, very limited control over the management and disposal of the property or preliminary sales agreement. Through the services of a management company, the Series, as well as the real estate asset or preliminary sales agreement it holds, can be managed and maintained with minimal or no involvement from the RentalToken holders, who retain full economic ownership of the property or preliminary sales agreement. By using Ethereum's Interplanetary File System (IPFS), a peer-to-peer distributed file system hosted on the Ethereum network, which Rental America plans to implement in the future, all necessary documents proving ownership of the real estate or the promissory contract held by the Series, as well as the ownership of the Series by RentalToken holders, will be accessible on the Ethereum blockchain via the internet, anytime, anywhere, and by anyone.

Rental America will be taxed as a partnership, with profits and losses being passed on to its partners. However, we intend to elect that each Series be treated as a corporation. Therefore, holders of shares in a Series will receive an annual 1099 informational return detailing any dividends paid to the holder and other tax information relevant to a corporate shareholding.

We plan for each Series to invest primarily through the acquisition or subscription of real estate assets or structured financial instruments linked to specific real estate projects.

These investments may be made directly or indirectly, including, among other structures:

- acquisition of real estate assets,
- corporate holdings,
- structured loans,
- real estate promissory notes ("Loan Notes"),
- financial instruments issued by special purpose vehicles,
- or any other structures commonly used in the real estate and financial sector.

In certain cases, investments may be channeled through legally segregated compartments, specialized investment vehicles or insolvency-protected structures ("bankruptcy remote structures"), established in different jurisdictions.

The Series may obtain economic exposure to the underlying assets without needing to acquire, directly or indirectly, the registered ownership of the corresponding properties.

Our commercial and technological approach to RentalTokens is described in greater detail later and in Rental's informational documentation. No external documents, including white papers, marketing materials, or promotional materials, are incorporated by reference into this Memorandum.

Series RNT SPV-14, LLC (NCA-1)

The Interests and related RentalTokens described in this Memorandum are offered and sold through a Rental America Series: Series RNT SPV-14, LLC (NCA-1).

History and Structure

Series RNT SPV-14, LLC (NCA-1) is a serial limited liability company incorporated on **May 18, 2026**, in accordance with **Section 605 of the Florida Revised Limited Liability Companies Act** (the "LLC Act").

As a serial limited liability company, ownership of Rental America's underlying assets will be held by, or for the benefit of, the corresponding series of shares. Our intention is that each series of shares will own its own underlying asset, which will be a property or a purchase agreement. A new series of shares will be issued for any future real estate or purchase agreements that Rental America acquires or holds.

Section 605.0111 of the Limited Liability Companies (LLC) Act states that, if certain conditions are met (including that certain provisions are included in the articles of incorporation and governance of the series limited liability company, and that the records maintained for that series account for the assets associated with that series separately from the assets of the limited liability company or any other series), debts, liabilities, obligations, and expenditure incurred, contracted, or otherwise existing in respect of a particular series are enforceable only against the assets of that series and not against the assets of the limited liability company generally or any other series. Therefore, the assets and liabilities of a series include only the real estate or purchase agreement associated with that series and other related assets and liabilities (for example, cash reserves).

In **May 18, 2026**, we established the membership interests of the RNT SPV-14, LLC (NCA-1) Series of Rental America in relation to the Underlying Asset.

The underlying asset

The Underlying Asset

The NCA-1 Series: Series RNT SPV-14, LLC (the "Series") will allocate all of the funds raised to the acquisition of a structured financial instrument (the "Loan Notes") issued by Estating Property Vault, S.A., acting in relation to a specific compartment (the "Borrower"), for a total amount of up to SEVEN HUNDRED THOUSAND UNITED STATES DOLLARS (USD 700,000) (the "Investment Amount").

To that end, the Series has entered into or will enter into a promissory note subscription agreement (the "Promissory Note Subscription Agreement") with the Borrower, under which it will acquire the aforementioned financial instruments.

The Notes are indirectly linked to the development of a Class A multifamily real estate asset called "The Camber", located in Morrisville, North Carolina, United States (the "Underlying Asset"). The project is promoted and managed by entities affiliated with the project sponsor and/or its affiliates.

The Series will not be the direct or indirect owner of the property, but its economic exposure to it will be made exclusively through the Notes issued by the Borrower.

The profitability of the Notes will depend primarily on the evolution, stabilization and eventual monetization of the Underlying Asset, including potential refinancing events, sale or other exit strategies implemented by the project sponsor.

Consequently, the return on investment will be directly linked to the operating and financial performance of the Underlying Asset and may differ from the initially projected estimates.

The Series is not expected to hold any assets other than the Notes, except for cash balances necessary for operations, liquidity reserves or amounts derived from distributions made by the Borrower.

The Borrower, directly or through its service providers and affiliated entities, will provide Rental America with periodic information on the evolution of the project and the Underlying Asset, including relevant operational and financial metrics.

The investment will be structured using standard market corporate vehicles and contractual structures with the aim of optimizing the operational, tax and cash flow efficiency of the project.

Given the nature of the project and its development and stabilization strategy, no recurring periodic distributions are expected during the life of the investment, with most of the potential profitability expected to be generated at the final monetization time of the Underlying Asset.

Managing Member

Rental America, LLC, a Florida LLC organized on August 5, 2022, is the managing partner (the “**Managing Member**”) of Rental America and the manager (the “**Manager**”) of the Series. The Managing Partner also operates an online investment platform called www.reental.co (the ReentalToken website and any subsequent platform used by Rental America for the offering and sale of ReentalToken shares, the “ReentalToken Website”) through which the Shares and other Series participations will be sold, in the form of ReentalTokens. The ReentalToken Website address is www.reental.co.

The Managing Partner shall not be entitled to receive or acquire ReentalTokens Series RNT SPV-14, LLC (NCA-1) in connection with its role as Managing Partner. However, Rental America, LLC may receive certain structuring and management fees associated with the transaction, in accordance with the agreements entered into with the sponsor or entities related to the project. The Managing Partner's offices are located at 2828 SW 22nd St, Suite 106, Miami, FL 33145, and the telephone number is +34 644 679 474.

Operating expenses

After the initial closing, the Series will be responsible for the following costs and expenses attributable to Rental America's activities related to the Series (collectively, the “Operating Expenses”):

- all ongoing fees, costs and expenses incurred in connection with the management of the Underlying Asset, including Management Fees and property taxes, security, valuation, marketing and utilization of the Underlying Asset;
- fees, costs and expenses incurred in connection with the preparation of any report and account of the Series, including any legal filings required in certain states, accounting and any annual audit of the accounts of the Series (if applicable);
- fees, costs and expenses of an external registrar and designated transfer agent in connection with the Series;
- fees, costs and expenses incurred in connection with filing tax returns on behalf of the Series;
- any compensation payment;
- all insurance premiums or expenses incurred in connection with the Underlying Asset; and
- any similar expense that may be determined as an Operating Expense, as determined by the Manager at his reasonable discretion.

The Managing Partner, also acting in his capacity as Series Administrator, will assume his own ordinary expenses, including all costs and expenses for rent, supplies, secretarial expenses, stationery, charges for furniture, fixtures and equipment, payroll taxes, salaries and expenses paid to employees, and utility expenses (excluding utility expenses related to the operation of the Underlying Asset, if applicable).

If Operating Expenses exceed the amount of income generated by the Underlying Asset and cannot be covered by any Operating Expense reserve on the Underlying Asset's balance sheet, the Managing Member will lend the amount of Operating Expenses to the Series, on which the Managing Member may impose a reasonable rate of interest, and will be entitled to repay such amount with future income generated by the Underlying Asset (an "Operating Expense Repayment Obligation(s)").

Given the nature of the investment and the monetization strategy for the underlying asset, the Series is not expected to generate significant recurring cash flows over the life of the investment. However, the Series may incur operating expenses and redemption obligations as set forth in this Memorandum.

Distribution rights

"Free Cash Flow" consists of the net income (according to U.S. Generally Accepted Accounting Principles [GAAP]) generated by the Series, plus any changes in net working capital and depreciation and amortization (and any other non-cash Operating Expenses), less any capital expenditures related to the Underlying Asset. The Manager may hold Free Cash Flow funds in a deposit or investment account for the benefit of the Series.

The Managing Partner has sole discretion to determine what distributions of Free Cash Flow, if any, will be made to the holders of the Units (the "Unit Holders"). Any Free Cash Flow generated by the Series from the ownership and lease of the Underlying Asset will be applied within the Series in the following order of priority:

1. reimburse any outstanding amount under the Operating Expense Reimbursement Obligations plus accrued interest;
2. Subsequently, create the reserves that the Managing Partner deems necessary, at their sole discretion, to cover future Operating Expenses; and
3. subsequently, 100% (net of corporate income taxes applicable to the Series) through distribution to the Interest Holders.

Furthermore, with respect to the Series income generated through the Underlying Asset ("Income"), net of applicable Operating Expenses, the Manager intends to distribute such net Income to the Interest Holders as a dividend. The Manager plans to declare this dividend on the date the Borrower fully repays the promissory note and pay it to the persons in whose name the Interest is recorded in the Company's books (the "Record Holders") at the start of trading on the declaration date (the "Record Date").

See "Values offered: Distribution rights".

Timing and form of distributions

The Manager may make semi-annual distributions of Free Cash Flow and, more frequently, periodic distributions of Income, to Interest Holders, subject to his right, at his sole discretion, to withhold distributions, including Management Fees, to cover anticipated costs and liabilities of the Series.

The Manager may change the timing of potential distributions at his sole discretion.

Distributions in the event of liquidation and sale of the underlying asset

In the event of the liquidation of Reental America in its entirety or of any Series, the Managing Member (or a liquidator appointed by the Managing Member) will undertake to liquidate the business of the relevant Series or of Reental America in its entirety, as applicable, and to monetize or liquidate its assets. Upon the liquidation of a Series or of Reental America in its entirety, as applicable, any net proceeds available after applicable taxes, costs, and expenses will be distributed: (i) first, to any external creditor; (ii) second, to any creditor that is the Managing Member or its affiliates (including, but not limited to, the payment of any outstanding Operating Expense Reimbursement Obligations); and (iii) subsequently, the remainder to the holders of units in the relevant Series, distributed pro rata based on the number of units held by each holder and in accordance

with the applicable preferences and economic rights within that Series.

See “Values Offered — Liquidation Rights”.

Transfer restrictions

The Manager may refuse a transfer by an Interest Holder of their Interest(s) for any reason at their sole discretion, even if such transfer would result in (a) more than 2,000 beneficial owners in the Series or more than 500 beneficial owners who are not “accredited investors”, (b) the assets of the Series being considered “plan assets” for purposes of the Employees Retirement Income Security Act of 1974 and its regulations, as amended (“ERISA Law”), (c) a change in the U.S. federal income tax treatment of Rental America and/or the Series, or (d) that Rental America, the Series, or the Manager are subject to additional regulatory requirements. Furthermore, because the Shares are not registered under the Securities Act, transfers of Shares to or within the United States may only be effected pursuant to the exemptions under the Securities Act and if permitted by applicable state securities laws. See “Securities on Offer — Transfer Restrictions” for further information.

THE OFFER

The Issuer:

NCA-1: Series RNT SPV-14, LLC (May 18, 2026, registration number L26000239188) (the “Series”), commercially referred to as “North Carolina 1 (NCA-1)”, is a series of Rental America Series LLC, a limited liability company incorporated under the laws of the State of Florida (the “Company”).

Offer Amount:

A maximum of SEVEN THOUSAND (7,000) Membership Shares are offered in the Series, for a maximum aggregate amount of SEVEN HUNDRED THOUSAND US DOLLARS (700,000 USD).

Investment duration:

The estimated investment horizon is approximately three (3) years.

Distributions:

Given the nature of the project and the planned strategy for the development, stabilization, and monetization of the Underlying Asset, no recurring periodic distributions are expected during the life of the investment.

It is estimated that most of the potential profitability, if it occurs, will derive from the final monetization of the Underlying Asset, including potential refinancing events, sale or other exit strategies implemented by the project sponsor.

Profitability:

The return for the investor is configured as an estimated simple annual return, linked to the economic performance of the Underlying Asset.

In the central scenario, the estimated simple annual return could be approximately between twelve percent (12%) and seventeen percent (17%) per year, depending on the investor level within the Reental ecosystem (Reental, Rental Pro and SuperReental).

The total cumulative return estimated in this central scenario could be approximately between thirty-six percent (36%) and fifty-one percent (51%) on the capital invested during the estimated investment horizon.

The Company may present additional favorable or unfavorable scenarios based on different hypotheses regarding the

evolution, stabilization and monetization of the Underlying Asset.

This profitability is neither fixed nor guaranteed, and actual results could differ substantially from initial estimates.

Investment structure:

The investment is structured through the subscription of a structured financial instrument (“Loan Notes”) issued by Estating Property Vault, S.A., acting in relation to a specific compartment.

The recovery of invested capital and the obtaining of profitability will depend mainly on the evolution, stabilization and eventual monetization of the Underlying Asset, with the risk of total or partial loss of invested capital.

Transmission restrictions:

Investors who are U.S. persons will be subject to a statutory blocking period of one (1) year, pursuant to applicable securities regulations in the United States (Regulation D and Regulation S), during which they may not transfer their Participations.

No additional contractual lock-in period is established beyond applicable legal restrictions.

Participations:

The Shares will be issued in the form of cryptographic digital tokens called “Series RNT SPV-14, LLC (NCA-1) RentalTokens”, based on smart contracts deployed on the Ethereum network, compatible with the ERC-20 standard and adapted to comply with the transmission restrictions required by applicable securities regulations.

Token Identifier:

NCA-1

Sale Price:

The offer price for each Series RNT SPV-14, LLC (NCA-1) RentalToken is 100 USD.

Minimum investment:

The minimum investment amount for investors who are US persons is ten (10) Shares (USD 1,000), unless the Company, at its sole discretion, accepts a lesser amount.

Non-U.S. investors may purchase a minimum of one (1) Share.

No minimum bid amount; no escrow account:

The offer is made without a minimum subscription amount.

Rental America has not appointed any external financial institution as escrow agent. Investor funds will be deposited into accounts held by the Company or its affiliates and will be available for use in accordance with the purpose of the funds described in this Memorandum.

Method of payment:

Shares may be purchased in US dollars or euros. In the case of payment in euros, the amount will be converted to US dollars at the exchange rate in effect on the date the funds are received.

Digital wallets:

To receive RentalTokens, investors will need a digital wallet compatible with ERC-20 tokens, as well as a valid address.

The Company will not be responsible for errors resulting from incorrect or incompatible addresses.

Divisibility:

ReentalTokens may be divisible up to a maximum of ten (10) decimal places.

Best efforts:

The offer is made on a "best efforts" basis, without any guarantee of full placement.

Investor eligibility:

Investors must comply with the requirements set out in the applicable regulations, including, in the case of US persons, the status of accredited investor under Regulation D.

Closures:

The Company may perform one or more successive closings as funds and documentation are received.

Offer Termination:

The Offer will end on the earliest of the following dates:

- (i) the date on which the maximum amount of SEVEN HUNDRED THOUSAND UNITED STATES DOLLARS (USD 700,000) is reached;
- (ii) the date determined by the Company at its sole discretion; or
- (iii) any earlier date agreed by the Company.

Destination of the funds:

100% of the funds raised will be allocated to the subscription of the financial instrument (Loan Notes) linked to the real estate project described in this Memorandum.

Investor rights:

Holders of Participations will have the rights set forth in the Series Operating Agreement, including economic rights and limited voting rights.

Applicable law:

The Subscription Agreement shall be governed by the laws of the State of Florida.

Risk factors:

The investment involves significant risks. See the "Risk Factors" section of this Memorandum.

RISK FACTORS

The Interests, in the form of ReentalTokens Series RNT SPV-14, LLC (NCA-1), offered herein are highly speculative in nature, carry a high degree of risk, and should only be purchased by persons who can afford to lose their entire investment. There is no guarantee that the Company's investment objectives will be achieved or that a secondary market will develop for the Interests, whether through the ReentalToken website, through registered third-party brokers, or otherwise. The risks described in this section should not be considered an exhaustive list of the risks that prospective investors should consider before investing in ReentalTokens Series RNT SPV-14, LLC (NCA-1). Prospective investors should obtain their own legal and tax advice before investing in the ReentalTokens Series RNT SPV-14, LLC (NCA-1) and should be aware that an investment in the ReentalTokens Series RNT SPV-14, LLC (NCA-1) may occasionally be exposed to other risks of an exceptional nature. The following considerations are among those that should be carefully evaluated before making an investment in the ReentalTokens Series RNT SPV-14, LLC (NCA-1).

Risks related to the structure, operation and performance of Rental America

An investment in the Offering constitutes only an investment in the Series and not in Rental America or the Underlying Asset.

The acquisition of the Shares does not constitute a direct investment in either Rental America or the Underlying Asset. This implies limited voting rights for the Investor, which relate exclusively to the Series. Investors will only be entitled to vote on certain matters, primarily related to amendments to the Operating Agreement that could adversely affect the Shares' rights. Therefore, the Managing Partner retains significant control over the management of Rental America and the Underlying Asset. Furthermore, since the Shares do not constitute an investment in Rental America as a whole, their holders will not receive any economic benefits or be subject to the obligations of the assets of any other share series. Likewise, a holder's economic interest in the Series will not be identical to holding a direct, undivided interest in the Underlying Asset, as, among other things, the Series will be subject to corporate income tax before distributions are made to the holders, and the Managing Partner will receive a fee for managing the Underlying Asset.

Rental America and the Series were recently formed; they have no background or operating history from which you can evaluate Rental America or this investment.

Rental America and the Series were recently formed and have not generated any revenue or operating history that would allow potential investors to assess their performance. There is no guarantee that Rental America and the Series will achieve their investment objectives, that the value of the Underlying Asset will increase, or that it will be successfully monetized or tokenized.

Given our startup nature, investors may not be interested in making an investment, and we may not be able to raise all the capital we seek for the Initial Series or any future series, and this could have a material adverse effect on our Company and the value of their interests.

Due to the startup nature of Rental America, we cannot guarantee that we will reach our funding target from potential investors for this or future proposed Series of shares. If we do not reach our funding target, we may not be able to achieve our investment objectives by acquiring additional underlying assets through the issuance of new Series of shares and monetizing them along with the Underlying Asset to generate distributions for investors. Failure to raise funding for new Series of shares could negatively impact existing shareholders, as they will not realize the benefits of economies of scale from acquiring additional underlying assets and other monetization opportunities through subsequent Series of shares. Furthermore, if we fail to fund this or future Series, we may terminate the offering without achieving our business objectives, and you may experience difficulties in obtaining a return on your investment.

There are few, if any, companies that have followed a similar investment strategy or objective to that of Rental America, which may make it difficult for Rental America and its interests to gain acceptance in the market.

We do not believe any other company is crowdfunding tokenized real estate assets, purchase agreements, or intends to operate a crowdfunding platform for tokenized real estate shares. It is possible that Rental America and the Shares may not gain market acceptance from potential Investors, Borrowers, or real estate service providers, including insurers, appraisers, and strategic partners. This could result in the Manager's inability to operate the Underlying Asset profitably. This could affect our issuance of new share series and our acquisition of additional underlying assets. This would further inhibit market acceptance of Rental America, and without the acquisition of additional underlying assets, Investors would not receive the benefits of economies of scale, such as more efficient management, reduced service provider expenses, and access to adequate transaction flow. Furthermore, if our business model is not accepted by investors, we may terminate the offering,

which could make it difficult for you to receive distributions or a return of your investment in the Series.

Operating expenses incurred after the initial closing will reduce potential distributions, if any, and the potential return on investment resulting from the appreciation of the underlying asset, if any.

Operating Expenses incurred after the initial Closing will be the responsibility of the Series. However, if the Operating Expenses exceed the amount of income generated by the Underlying Asset, the Managing Partner will lend the amount of the Operating Expenses to the Series, on which it may charge a reasonable interest rate and will be entitled to the Operating Expense Repayment Obligations.

If an Operating Expense Reimbursement Obligation exists, this related-party repayable amount would be deducted from the Free Cash Flow generated by the Series and could reduce the amount of any future distributions payable to Investors. If additional Shares are issued, this would dilute the present value of the Shares held by existing Investors and the amount of any future distributions payable to those Investors.

Our success depends largely on our Managing Partner and his ability to execute our business plan.

The success of the Rental America transaction (and, therefore, the success of the Shares) depends in part on the Managing Partner's ability to obtain, acquire, and manage the underlying assets. Since the Managing Partner has existed since May 27, 2026, and is an early-stage startup, it lacks a significant operating track record in the real estate sector, thus failing to demonstrate its ability to obtain, acquire, manage, and utilize the underlying assets. Should the Managing Partner fail to successfully operate and develop our business, you could lose your investment in the Series.

The success of Rental America (and, therefore, the Interests) will depend heavily on the expertise and performance of the Managing Partner and their team, their network of experts, and other investment professionals (including external experts) in obtaining, acquiring, and managing the underlying assets. There is no guarantee that these individuals will remain connected to the Managing Partner. The loss of the services of one or more of these individuals could have a significant adverse effect on the underlying assets, particularly their continued management and use in supporting the Interest Holders' investment.

Furthermore, the success of Reental America and the value of the Interests depend on a critical mass of market demand for the Interests and on Reental America's ability to acquire a number of underlying assets. Should we be unable to obtain additional underlying assets due to, for example, competition for such assets or a lack of available underlying assets in the market, this could significantly impact Reental America's success and its objectives of acquiring additional underlying assets by issuing new series of Interests and monetizing them alongside the Underlying Asset. ReentalToken aims to monetize distressed underlying assets through revitalization, introducing improvements that increase profitability and maximize resale value and income. Reental America plans to commit to capital improvements over the next five to ten years in the neighborhoods where the properties of the underlying assets that will be owned by the multiple Series are located, to drive community improvements and asset appreciation. However, at this time there can be no guarantees that such planned commitments will be made or that, if made, they will have a positive impact on the values of the underlying assets.

The provisions of the Operating Agreement regarding power of attorney could have a negative impact on an Investor's investment in the Interests.

Investors who acquire Shares will be subject to the provisions of the Operating Agreement, including those under which the investor grants the Managing Partner a power of attorney to, among other things, execute and file documents necessary for the qualification, continuation, or dissolution of Rental America. This power of attorney also includes a provision under which the investor waives any defense that may be available to challenge, deny, or refute the Managing Partner's actions taken in good faith pursuant to the power of attorney. This power of attorney and the waiver may limit the investor's ability to take certain actions it deems prudent and could result in adverse outcomes for the investor.

If the limited liability structure of Rental America is not respected, then investors could have to share any liability of Rental America with all investors and not just with those who have the same set of interests as they do.

Rental America is structured as a Floridare series limited liability company that issues different series of shares for each underlying asset. Each series of shares is simply a separate series and not a separate legal entity. Under the Limited Liability Companies (LLC) Act, if certain conditions are met (set forth in Section 18-215(b) of the LCC), the liability of investors holding one series of shares is separated from the liability of investors holding another series of shares, and the assets of one series of shares are not available to satisfy the obligations of other series of shares. While this limitation of

liability is recognized by Florida courts, there is no guarantee that, in the event of a challenge in the courts of another U.S. state or a foreign jurisdiction, such courts will respect a similar interpretation of Florida company law, and in the past, certain jurisdictions have not respected such an interpretation. If our limited liability company structure for the series is not respected, investors could be required to share Rental America's obligations with all investors, not just those holding the same series of shares. Furthermore, while we intend to maintain separate and distinct records for each series of shares and account for them separately, thereby complying with the requirements of the Limited Liability Companies (LLC) Act, a court could find that the methods used did not comply with Section 18-215(b) of the LLC Act and, therefore, potentially expose the assets of one series to the liabilities of another series of shares. The consequence of this is that investors could incur higher-than-expected expenses, which would adversely affect the value of their shares or the likelihood of the series making distributions to investors. Furthermore, we are not aware of any court case that has tested the inter-series liability limitations provided for in Section 18-215(b) in federal bankruptcy courts, and it is possible for a bankruptcy court to determine that the assets of one series of shares should be applied to cover the liabilities of the other series of shares or the liabilities of Rental America in general, when the assets of such other series of shares or of Rental America in general are insufficient to cover our liabilities.

If any commission, cost, or expense of Rental America cannot be allocated to a specific interest group, it will be shared proportionally among all interest groups. While the Managing Partner will allocate commissions, costs, and expenses reasonably and in accordance with its allocation policy (see "Business Description — Expense Allocation"), there may be situations where it is difficult to allocate commissions, costs, and expenses to a specific interest group, and therefore there is a risk that one interest group will bear a proportional share of the commissions, costs, and expenses for a service or product from which another interest group earned a disproportionately high profit.

If a Series cannot be considered a corporation for tax purposes, Investors may be taxed as partners in a tax partnership.

The rule that a separate series of a Series LLC is an eligible entity that may elect to be treated as a corporation for federal tax purposes is found in proposed Treasury regulations, which have not yet taken effect (Treasury Regulation 301.7701-1(a)(5)) and could be subject to change if those regulations are issued in their final form. If such a change occurs, investors in the Series would likely be treated as partners in a tax partnership and would be subject to the prevailing federal income tax on their pro rata share of the Series or Company income.

A potential breach of the security measures of the RentalToken website could have a substantial adverse effect on Rental America, each series, and the value of your investment.

The high degree of automation of the ReentalToken website, through which potential investors acquire or transfer shares, may make it an attractive and potentially vulnerable target for cyberattacks, computer viruses, physical or electronic intrusions, or similar disruptions. The ReentalToken website processes certain sensitive information about investors, borrowers, and the underlying assets. While we intend to take commercially reasonable steps to protect our sensitive information and maintain adequate cybersecurity, the security measures of the ReentalToken website, Reental America, the Managing Partner, or our service providers (including the Investment Banking Advisor) could be compromised. Any security breach, whether accidental or intentional, or other unauthorized access to the ReentalToken website could result in the theft of sensitive information and its use for criminal purposes, or have other detrimental effects. Security breaches or unauthorized access to confidential information could also expose us to liabilities related to data loss, costly and protracted litigation, negative publicity, or the loss of intellectual property rights to the Managing Partner's and Reental America's trade secrets. If security measures are breached due to the actions of a third party, employee error, misconduct, or otherwise, or if design flaws in the ReentalToken website software are exposed and exploited, the relationships between Reental America, investors, users, and borrowers could be severely damaged, and Reental America or the Managing Partner could incur significant liability or have their attention significantly diverted from the utilization of the underlying assets, which could materially and negatively impact the value of the interests or the potential for distributions on those interests.

Because the techniques used to sabotage or gain unauthorized access to systems change frequently and are generally not recognized until they are launched against a target, Reental America, the third-party hosting provider used by the ReentalToken website and other third-party service providers, may not be able to anticipate these techniques or implement adequate preventative measures. Furthermore, federal regulators and many federal and state laws and regulations require companies to notify individuals about data security breaches that affect their personal data. These mandatory disclosures about a security breach are costly to implement and often generate widespread negative publicity, which may cause investors, borrowers, or service providers in the industry, including insurance companies, to lose confidence in the effectiveness of ReentalToken's website security. Any security breach, whether actual or perceived, would damage our reputation and that of the ReentalToken website, and we could lose investors and borrowers. This would impair our ability to achieve our objectives of acquiring additional underlying assets by issuing new series of interest and monetizing them together with the underlying asset.

Failure to comply with the regulations may result in the abrupt cessation of business operations, the termination of any contracts entered into, the early termination of any series of sold interests, or, if Rental America is deemed subject to the Investment Advisers Act, the liquidation and closure of any series of sold interests.

The interests are sold by the managing partner, who is not a registered stockbroker under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and that they will not be registered in each state where the Offering and Sale of the Interests will take place. If a regulatory authority determines that the Managing Partner, who is not a registered stockbroker under the Exchange Act or any state securities law, has engaged in brokerage activities, the Managing Partner may be required to cease trading, and therefore, Rental America may not have an entity to manage the Underlying Asset. In addition, if the Managing Partner is required to register as a “stockbroker,” there is a risk that any series of interests offered and sold while the Managing Partner is not registered may be subject to a right of rescission, which could result in the early termination of the Series.

Furthermore, Rental America is not and will not be registered as an investment company under the Investment Companies Act of 1940, as amended (the “**Investment Companies Act**”), and the Managing Member is not and will not be registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the “**Investment Advisers Act**,” and therefore the Interests do not benefit from the protections of the Investment Companies Act or the Investment Advisers Act. Rental America and the Managing Partner have adopted the position that the underlying assets are not “securities” within the meaning of the Investment Companies Act or the Investment Advisers Act, and, therefore, Rental America’s assets will consist of less than 40% investment securities under the Investment Companies Act, and the Managing Partner will not advise with respect to securities under the Investment Advisers Act. However, this position is based on applicable case law, which is inherently subject to judgment and interpretation. Should Rental America be required to register under the Investment Companies Act or the Managing Partner to register under the Investment Advisers Act, this could have a substantial and adverse impact on the operating results and expenses of the Series or any other series of interests, and the Managing Partner could be required to wind up and liquidate the Series or to terminate the Interest Offer or the offer of any other interest series.

Risks related to the real estate sector

The Series is expected to invest solely in the Underlying Asset; therefore, your investment will not be diversified and will appreciate or depreciate, if applicable, based on the value of the Underlying Asset, regardless of market conditions.

The Series is not expected to hold any assets other than the Underlying Asset, aside from any cash reserves for maintenance, insurance, and other expenses related to the Underlying Asset, and any proceeds from the monetization of the Underlying Asset. Investors seeking diversification should create their own diversified portfolio by investing in opportunities other than the Series.

Each series of Rental America is expected to invest in real estate or a purchase agreement. If a recession occurs in this sector or in the broader economy, the value of the underlying assets is likely to decline.

Given the concentrated nature of the underlying assets (i.e., only real estate or purchase agreements), any downturn in the real estate sector is likely to affect the value of the underlying assets and, consequently, the value of the investments. Furthermore, the value of such investment properties or purchase agreements could be affected if an economic recession occurs and less income is available for investment in products such as real estate securities. In the event of a recession in the sector, the value of the underlying assets is likely to decline.

The geographic concentration of RentalToken's investment properties and fluctuations in local markets may adversely affect RentalToken's financial condition and operating results.

Reental America will own a relatively small number of properties and purchase agreements, tied to a few geographic areas. As a result of this geographic concentration, if a local investment property market underperforms, the income derived from investment properties in that market could decline. The performance of the economy in each of these areas affects occupancy, market rental rates, and expenses, and consequently, affects ReentalToken's ability to resell its projects to third parties in a timely and profitable manner. Therefore, economic downturns in the local markets where ReentalToken owns investment properties could negatively impact ReentalToken's cash flow and its ability to meet its financial obligations to investors.

Rental America may be negatively affected by the increase in operating costs in the real estate sector.

Residential investment properties are subject to increases in operating expenses, such as maintenance, insurance, and

administrative costs, as well as other overhead costs related to security, landscaping, repairs, and upkeep. If operating expenses increase, competition in local rental markets could limit rent increases to cover the increased costs without reducing occupancy, impacting RentalToken's ability to resell its properties to third parties in a timely and profitable manner.

The discovery of previously undetected hazardous environmental conditions may negatively impact RentalToken's operating results.

Under various federal, state, and local environmental laws, ordinances, and regulations, the current or former owner or operator of a property may be liable for the cost of removing or remediating hazardous or regulated substances on, under, within, or around that property. The costs of investigating, removing, or remediating such substances can be substantial. These laws may impose liability regardless of whether the owner or operator knew of or was responsible for the presence of the substances.

Environmental laws may also impose restrictions on the use of property or the operation of businesses, and compliance with such restrictions may require substantial expenditures. Environmental laws provide for penalties for noncompliance and may be enforced by government agencies or, in certain circumstances, by private individuals. Certain environmental laws and common law principles govern the presence, maintenance, removal, and disposal of certain building materials, such as mold, asbestos, and lead-based paint.

The cost of defending against such liability claims, complying with environmental requirements, remediating any contaminated property, or paying personal injury claims could materially and adversely affect RentalToken's business, assets, or results of operations and, consequently, its ability to meet its financial obligations to RentalToken.

There are inherent risks in real estate investments

Investments in real estate assets such as RentalToken Series RNT SPV-14, LLC (NCA-1) are subject to varying degrees of risk, including:

- General economic conditions;
- Increase in the level of interest rates;
- Excess local supply, increased competition, or reduced demand for student housing;
- Inability to collect rent from tenants;
- Inability to generate income from the underlying asset;
- Breach of the promise contract by the borrower;
- Vacancies or our inability to rent beds under favorable conditions;
- Changes in senior management or key personnel;
- Costs of complying with changes in government regulations;
- Our inability to pay or refinance the debts we incurred; and
- Natural disasters or similar events.

Furthermore, periods of economic slowdown or recession, rising interest rates, or declining demand for real estate, or the public perception that any of these events may occur, could result in a general decrease in rents or a higher incidence of defaults on existing lease agreements, which would negatively affect us.

Expropriation of land

The property, or a portion thereof, could be subject to eminent domain or reverse expropriation. Any such action could have a substantial negative effect on the property's value or marketability, as well as on the proceeds from the final sale.

Increases in property taxes

Each Series of the LLC may be subject to property taxes, which can increase based on fluctuations in tax rates and as tax authorities assess or reassess the asset. Failure to pay taxes may result in a lien being placed on the asset and its subsequent sale.

The costs associated with moisture infiltration and the resulting mold remediation can be expensive.

In general, concerns about indoor mold exposure have been increasing. As a result, several lawsuits have been filed against property owners and managers related to moisture infiltration and the resulting mold. Mold growth can be attributed to the

use of exterior insulation finishing systems. The terms of our property and general liability insurance policy typically exclude certain mold-related claims. In this case, we would have to use our own funds to resolve the issue, including court costs. Liabilities arising from moisture infiltration and the presence of or exposure to mold will negatively impact our business, operating results, financial condition, and the value of the LLC token series.

The costs of complying with environmental laws and other government laws and regulations can negatively affect us.

We must comply with various federal, state, and local laws and regulations related to environmental protection, health, and human safety. These laws and regulations generally govern wastewater discharges, air emissions, the operation and removal of underground and aboveground storage tanks, the use, storage, treatment, transportation, and disposal of solid and hazardous materials, and the remediation of pollution associated with disposal. We are also required to comply with various local, state, and federal regulations regarding fire, health, safety, and related matters. Some of these laws and regulations may impose joint liability on owners or operators for the costs of investigating or remediating contaminated properties. These laws and regulations often impose liability regardless of whether the owner or operator knew of or was responsible for the presence of hazardous or toxic substances. The cost of removal or remediation could be substantial. Furthermore, the presence of these substances, or the lack of adequate remediation, may adversely affect our ability to lease units or sell Series Rental Tokens.

Environmental laws and regulations may also impose restrictions on how we use or operate the asset. These restrictions may require us to incur substantial expenditures. Environmental laws and regulations provide for penalties for noncompliance and may be enforced by government agencies or, in certain circumstances, by private entities. Third parties may seek compensation from property owners or operators for personal injury or property damage associated with exposure to released hazardous substances. Compliance with new or stricter laws or regulations, or stricter interpretations of existing laws, may require us to incur substantial expenditures. For example, various federal, regional, and state laws and regulations have been implemented or are under consideration to mitigate the effects of climate change caused by greenhouse gas emissions. Among other things, "green" building codes may seek to reduce emissions by imposing standards for design, construction materials, water and energy use and efficiency, and waste management. These requirements could increase the costs of maintaining or improving the asset.

Risks related to the underlying asset

Investment as a partner in a limited liability company

The Series will only have direct participation through its participation in the associated investment vehicles and the limited liability company that owns the property. Therefore, the business and administrative decisions of these associated investment vehicles, the limited liability company that owns the property, and ultimately, the property itself, will be made at the discretion of the sponsors. As a member, the Series will not be able to interfere with or control the decision-making process of the associated investment vehicles, the limited liability company that owns the property, or the property itself, and, in general, will not have any rights regarding the control of the day-to-day operations and business of the associated investment vehicles or the limited liability company that owns the property, including investment and disposal decisions. Therefore, the sponsors could approve resolutions that are not in the best interests of the Note holder (i.e., the Series) or that are contrary to those interests, which could adversely affect the value of the property and, ultimately, the value of the Notes.

Construction risk.

Construction work may be required on the property. Construction carries numerous risks, including the risk of delays and cost overruns. Contractors may fail to meet construction obligations on time, which could result in losses for prospective tenants. The relevant authorities may not approve certain aspects of the development or may delay approvals. This could cause delays or require an alternative design. Construction may not be completed on time or within budget, resulting in increased debt service and construction costs, as well as delays in leasing the properties and generating cash flow. Major renovation and development activities are also subject to risks related to the inability or delays in obtaining all necessary government permits and authorizations regarding zoning, land use, construction, occupancy, and other requirements. Upon completion, these renovated properties may underperform, generating less cash flow than anticipated. Furthermore, major renovations, regardless of their success, typically require a significant portion of management's time and attention, potentially diverting it from daily operations. This could adversely affect the return on investment profile in such cases..

Mortgage loans

The acquisition of the property may be financed (in part) by a loan or any type of mortgage-backed debt, under which a mortgage will be established on the property in question to secure the obligations arising from the bank loan. It is

anticipated that the security interest established by the mortgage will have priority over the Lender's rights and claims in relation to the Loan Notes. In the event of enforcement of the priority mortgages securing the bank loans granted to finance the property, the proceeds from such enforcement will be applied first to satisfy these priority creditors at the level of the limited liability company that owns the property, and only subsequently to the repayment of the Loan Notes, in accordance with the relevant cascading payment provisions included in the corresponding contracts. Furthermore, if property prices and the real estate market in the target market were to fall substantially, the value of the property securing the mortgage could be adversely affected.

Potential damage to the Underlying Asset could adversely affect the value of the Underlying Asset, the Interests related to the Underlying Asset, or the probability of any distribution we make to Investors.

The Underlying Asset could be damaged by causes beyond our reasonable control. Any damage to the Underlying Asset could adversely affect its value or increase the liabilities or Operating Expenses of its related Series. While we intend to insure the Underlying Asset (subject to the terms and conditions of the policy), in the event of claims against such insurance policies, there is no guarantee that the Underlying Asset will be reimbursed for losses or costs, replaced with a similar one, or that the insurance proceeds will be sufficient to cover the full market value (after covering any outstanding liabilities, including, but not limited to, outstanding balances under the Operating Expense Reimbursement Obligations), if any, of the Interests. Should damage occur to the Underlying Asset, this will affect its value and, consequently, the Interests related to it, as well as the likelihood of our making distributions to Investors.

Potentially high maintenance and insurance costs for the underlying assets may adversely affect the value of the Interests and the amount of distributions made to Interest holders.

To protect and care for the underlying assets, the Managing Partner must ensure adequate maintenance and insurance coverage. Maintenance costs may vary from year to year, depending on the amount of maintenance performed on a particular underlying asset and the evolution of insurance premiums covering those assets. It is anticipated that, as we acquire more underlying assets, the Managing Partner will be able to negotiate discounts on maintenance and insurance costs due to economies of scale. These reductions are contingent upon acquiring multiple underlying assets and service providers being willing to negotiate volume discounts and are therefore not guaranteed.

If costs turn out to be higher than expected, this would impact the value of the Interests, the amount of distributions made to Investors holding the Interests, the potential proceeds from a sale of the Underlying Asset (if it ever occurs), and any capital income returned to Investors after paying any outstanding liabilities, including, but not limited to, any outstanding balance under the Operating Expense Reimbursement Obligation.

Restoring or repairing the Underlying Asset may result in a decrease in the value of the Underlying Asset.

While we do not intend to carry out the restoration or repair of the Underlying Asset, there could be situations in the future where it becomes necessary to do so (for example, due to natural wear and tear or use of the Underlying Asset). Should we undertake such restoration or repair, it will depend on the performance of external contractors and subcontractors and could be exposed to the risk that a project will not be completed within budget, the agreed timeframe, or to the agreed specifications. While we will seek to mitigate our exposure by negotiating appropriate contracts, including appropriate warranty protection, any breach by a contractor of its obligations could adversely affect the value of the Underlying Asset and, consequently, the value of the Interests.

The insurance may not cover all losses, which could result in an operating loss and the possibility that we will not make distributions.

The insurance on the underlying asset might not cover all losses. Certain types of losses, generally catastrophic in nature, such as earthquakes, floods, hurricanes, terrorism, or acts of war, might be uninsurable or economically uninsurable. Inflation, environmental considerations, and other factors, including terrorism or acts of war, could also render insurance proceeds insufficient to repair or replace an asset if it is damaged or destroyed. In such circumstances, the insurance proceeds received might not be enough to restore our financial position with respect to the affected underlying assets. Furthermore, the series of interests related to those affected underlying assets would bear the cost of paying any deductible. Any uninsured loss could result in both a loss of cash flow and a loss in the value of the affected underlying assets and, consequently, a loss in the series of interests related to those underlying assets.

We may be associated with liability to third parties and exposed to reputational damage as a result of unlawful actions by certain third parties.

The Series will assume all proprietary risks associated with its Underlying Asset, including third-party liability risks.

Therefore, the Series could be liable to a third party for any loss or damage it suffers in connection with the Underlying Asset. This would represent a loss for Rental America and would therefore be deductible from any income or capital proceeds payable with respect to the Series arising from the Underlying Asset, which in turn would adversely affect the value of the Series to which the Underlying Asset relates and the likelihood of us making distributions.

Title claims on an underlying asset can decrease the value of the underlying asset, as well as the series related to the underlying asset.

There is no guarantee that an underlying asset is free from ownership claims, or that such claims will not arise after the acquisition of an underlying asset through a series of units. We may not have a complete ownership history for an underlying asset or a future underlying asset. In the event of an ownership claim against us, even though we have title insurance, we may not have recourse against the Borrower, and the value of the Underlying Asset and the Series could be reduced.

The forced sale of the Underlying Asset at a value lower than that which it had when it was initially acquired may decrease the value of the Interest Series related to the Underlying Asset.

We may be forced to sell the Underlying Asset (for example, in the event of the Managing Partner's bankruptcy), and such a sale could occur at an inopportune time, at a price lower than its initial acquisition cost, or at a price lower than the sum total of the costs, fees, and expenses used to acquire it. Furthermore, there may be liabilities related to the Underlying Asset, including, but not limited to, Operating Expense Repayment Obligations, on the Underlying Asset's balance sheet at the time of the forced sale, which would be settled before Investors receive the corresponding distributions. In such circumstances, the capital raised by the Underlying Asset, and therefore the return available to Investors, could be lower than it would have been had the Underlying Asset remained in our possession and been subsequently sold on May 27, 2026.

Risks related to potential conflicts of interest

Our Operating Agreement contains provisions that reduce or eliminate the duties (including fiduciary duties) of the Managing Member.

Our Operating Agreement stipulates that the Managing Partner, in exercising his rights as Managing Partner, shall have the right to consider only the interests and factors he chooses, including his own interests, and shall have no obligation (fiduciary or otherwise) to consider any interests or factors affecting us or our investors, nor shall he be subject to any different rule imposed by our Operating Agreement, the Limited Liability Companies (LLC) Act, or any other law, rule, or regulation, or by the system of equity. These modifications of fiduciary duties are expressly permitted by Florida law.

We do not have a conflict of interest policy.

Rental America, the Managing Partner, the Borrower, and their affiliates will endeavor to balance our interests with theirs. However, to the extent that these parties take actions that favor entities other than Series RNT SPV-14, LLC (NCA-1), such actions could negatively impact our financial performance and, consequently, distributions to Investors and the value of the Interests. Rental America has not adopted, nor does it intend to adopt in the future, a conflict of interest policy or a conflict resolution policy.

Conflicts may arise between the Managing Partner and their respective employees or affiliates.

The Managing Partner will collaborate, on behalf of Rental America, with various brokers, distributors, borrowers, insurance companies, maintenance providers, and other service providers, and may therefore receive in-kind discounts, such as free shipping or services. In such circumstances, these in-kind discounts are likely to accrue to the benefit of the Managing Partner rather than Rental America, or they may be applied disproportionately to other share classes. The Managing Partner may be incentivized to choose a broker, distributor, or borrower based on the benefits they will receive or on all share classes combined, rather than considering what is most beneficial for the specific class.

If operating expenses exceed the income from the underlying asset, if any, and cash reserves, the Managing Partner has the option for the Series to incur an operating expense repayment obligation to cover the excess. Since interest could accrue on such a loan, the Managing Partner may be incentivized to have the Series incur an operating expense repayment obligation to cover those expenses rather than seeking additional income sources, or to repay any outstanding operating expense repayment obligation as soon as possible rather than making distributions to investors. The Managing Partner may also choose to issue additional Interest to cover Operating Expenses instead of Rental America incurring an Operating Expense Repayment Obligation, even if the interest payable by the Series on any Operating Expense Repayment Obligation could be

economically more beneficial to the Interest Holders than the dilution resulting from the issuance of additional Interest.

Conflicts of allocation of income and expenses may arise between interest series.

There may be situations where it is difficult or impossible to accurately allocate revenues, costs, and expenses to a specific stakeholder group, and certain stakeholder groups could receive a disproportionate share of the costs or revenues, as applicable. In such circumstances, the Managing Partner could face a conflict between acting in the best interests of Rental America as a whole or in the best interests of each stakeholder group. While we currently intend to allocate expenses as described in the "Business Overview - Expense Allocation" section, the Managing Partner reserves the right to modify this allocation policy at any time without prior notice to Investors.

There may be conflicting interests between the Managing Partner and the Investors.

The Managing Partner will determine whether or not to liquidate the Underlying Asset on May 27, 2026, should an offer be received to acquire it in its entirety. Since the Managing Partner or its affiliates, once registered as broker-dealers with the SEC, will receive commissions based on trading volume related to the interests in an underlying asset, they may be incentivized not to liquidate that asset, even though investors may prefer to receive the gains from any appreciation in its value. Furthermore, in deciding to liquidate an underlying asset on May 27, 2026, the Managing Partner will consider all circumstances at the time, which may include achieving a price for the underlying asset that benefits a large majority, but not all, investors.

The Managing Partner has the right to unilaterally modify the Operating Agreement and allocation policy. As a party to or subject to these documents, the Managing Partner may be incentivized to modify them in a way that benefits the Managing Partner as the Managing Partner of Rental America or the Series, or in a way that does not benefit all investors. Furthermore, the Operating Agreement is intended to limit the Managing Partner's fiduciary obligations to its investors. Therefore, the Managing Partner may act in its own best interests, rather than those of the investors. Please see the "Securities Offered" section for more information.

Conflicts may arise between the legal advisor, Rental America, and the RentalToken parties.

Reental America's legal counsel also advises the Managing Partner and its affiliates and may act as such in connection with other series of shares. Because this legal counsel represents both Reental America and these other parties, certain conflicts of interest exist and could arise. To the extent an irreconcilable conflict arises between Reental America and any of the other parties, the legal counsel may represent those parties and not Reental America or the Series. In the future, the legal counsel may provide services to Reental America or other related parties in activities related to Reental America, as well as in other unrelated activities. The legal counsel does not represent any prospective Investor in the Series in connection with this Offering and will not represent the holders of Reental America shares. Prospective Investors are advised to consult with their own independent legal counsel regarding the other legal and tax implications of an investment in the Shares.

Risks related to this offer and ownership of our interests

The transfer restrictions imposed by our Operating Agreement may result in you being unable to sell your RentalTokens.

The Interests represented by RentalTokens are subject to transferability restrictions. An Interest Holder may not transfer, assign, or pledge their Interests without the Managing Partner's consent. The Managing Partner may withhold consent at its sole discretion. As a result of these limitations, you may not be able to sell your RentalTokens when you wish, or even at all.

Currently, there is no public trading market for our securities.

There is currently no public trading market for the Interests, and it is possible that an active market will not be developed or maintained. If a public trading market for the Interests is not developed and maintained, it could be difficult or impossible for you to resell them at any price. Even if a public market is developed, the market price could fall below the amount you paid for your Interests.

If a market for Interest ever develops, the market price and trading volume of Interest may be volatile.

If a market develops for the Interests, their market price could fluctuate significantly for various reasons, including factors unrelated to our performance, the Underlying Asset, or the Series, such as industry analyst reports, investor sentiment, or announcements from our competitors regarding their own performance, as well as general economic and industry conditions. For example, if other companies, large or small, in our industry experience declines in their share prices, the value of the Interests could also decrease.

In addition, fluctuations in the operating results of a particular group of holdings, or the failure of these results to meet investor expectations, could adversely affect the price of our securities. Operating results may fluctuate in the future due to various factors that could adversely affect income or expenses in any reporting period, including the vulnerability of our business to a general economic downturn; changes in laws affecting our operations; competition; compensation-related expenses; the application of accounting standards; seasonality; and our ability to obtain and maintain all necessary government certifications or licenses to operate.

There may be restrictions in state law on an investor's ability to sell the Interests, making it difficult to transfer, sell, or otherwise dispose of the Interests.

Each state has its own securities laws, often called "blue sky" laws, which (1) restrict sales of securities to residents of that state unless they are registered in that state or qualify for an exemption from registration, and (2) govern reporting requirements for brokers and dealers operating directly or indirectly in the state. Before a security can be sold in a state, a record covering the transaction must exist, or it must be exempt from registration. In addition, the broker must be registered in that state. We do not know whether the Shares will be registered or exempt under any state's laws. The determination of registration will be made by the brokers, if any, who agree to act as market makers for the Shares. There may be significant restrictions under state blue sky laws on the ability of investors to sell and buyers to purchase the Shares. Investors should consider that the resale market for the Shares is limited. Investors may not be able to resell their interests, or they may not be able to resell them without the significant expense of state registration or rating.

Investors lack voting rights and the managing member may take actions that are not in the best interests of the investors.

The Managing Partner has the unilateral right to modify the Operating Agreement and allocation policy under certain circumstances without the consent of the Investors, who have only limited voting rights with respect to the Series. Therefore, the Investors will be bound by any modifications (if any) the Managing Partner makes to the Operating Agreement and allocation policy, as well as any decisions it makes regarding Rental America and the Series, over which the Investors have no voting rights. Investors may not necessarily agree with such modifications or decisions, and these modifications or decisions may not benefit all Investors as a whole, but only a limited number.

Furthermore, the Managing Partner can only be removed as Managing Partner of Rental America and as Manager of each share class under very limited circumstances, following a final judgment by a competent court finding him guilty of fraud in connection with Rental America or a share class. Therefore, investors could not remove the Managing Partner simply for disagreeing, for example, with how he managed an underlying asset.

This is a fixed-price offer, and the price may not accurately reflect the current value of Rental America or our assets at any given time. Therefore, the price you pay for the Interest may not be backed by the value of our assets at the time of purchase.

This is a fixed-price offering, meaning that the Offer Price for ReentalTokens Series RNT SPV-14, LLC (NCA-1) is fixed and will not vary based on the underlying value of our assets at any time. The Managing Partner has determined the Offer Price at its sole discretion, without the involvement of an investment bank or any third party. The fixed Offer Price for ReentalTokens Series RNT SPV-14, LLC (NCA-1) will be based on our assessment of the value of any assets we own or may own, or on the results of any independent third-party appraisals we may obtain. However, the fixed Offer Price established for ReentalTokens Series RNT SPV-14, LLC (NCA-1) may not be supported by the current value of Reental America or our assets at any given time.

Possible changes in federal/local tax laws or the application of existing federal/local tax laws may result in significant variability in our operating results and investor tax liability.

The Internal Revenue Code of 1986, as amended, is subject to change by Congress, and its interpretations may be modified or affected by court decisions, by the Department of the Treasury through regulatory changes, and by the Internal Revenue Service (IRS) through its audit policy, announcements, and public and private resolutions. While significant changes in tax laws have historically been applied prospectively, there is no guarantee that any change in tax legislation affecting an investment in any series of Rental America shares will be limited to its prospective effect. Accordingly, the ultimate effect on an Investor's tax situation may be governed by laws, regulations, or interpretations of laws or regulations that have not yet been proposed, approved, or enacted, as applicable. This analysis would also apply to local property tax laws, which are also subject to periodic changes.

Furthermore, investors may reside in various tax jurisdictions worldwide. Changes to tax laws or reporting requirements in any of these jurisdictions could adversely affect our clients' ability or willingness to acquire real estate holdings. Failure to correctly determine or pay taxes on a transaction could expose us to claims from the tax authorities.

Risks related to Blockchain technology, the Ethereum network, the RNT SPV-14, LLC (NCA-1) Series forwarding tokens, and cryptocurrencies

The potential application of existing regulatory frameworks governing blockchain technologies, cryptocurrencies, tokens, and token offerings, such as the ReentalToken Series RNT SPV-14, LLC (NCA-1), is not yet fully developed and therefore remains quite uncertain in many respects. New regulations or policies could significantly impact the utility of the ReentalToken Series RNT SPV-14, LLC (NCA-1).

The regulation of tokens (including ReentalTokens Series RNT SPV-14, LLC (NCA-1)) and token offerings such as this Offering, cryptocurrencies (such as BTC or ETH), financial intermediaries such as spot cryptocurrency exchanges, and blockchain networks (such as the Ethereum network, on which ReentalTokens Series RNT SPV-14, LLC (NCA-1) is intended to be issued) is currently underdeveloped and likely to evolve rapidly. Such regulations may vary and conflict across international, federal, state, and local jurisdictions, and the potential enforcement of existing regulations remains subject to considerable uncertainty in many respects. Furthermore, various legislative and executive bodies in the United States and other countries may adopt new laws, regulations, guidelines, or other measures in the future (including adverse enforcement of existing laws and regulations), which could seriously affect access to markets or exchange platforms where the ReentalTokens Series RNT SPV-14, LLC (NCA-1) are traded, as well as the structure, rights, value, and transferability of such ReentalTokens. In addition, failure to comply with laws, rules, and regulations, some of which may not yet exist or may be subject to interpretation and change, could have adverse consequences, including fines and civil penalties.

This offering of ReentalTokens Series RNT SPV-14, LLC (NCA-1) has been designed to comply with securities registration exemptions under U.S. federal law, and securities laws will limit the ability to resell ReentalTokens Series RNT SPV-14, LLC (NCA-1).

This Offering has been structured to comply with applicable registration exemption requirements under U.S. federal and state securities laws. Investors agree to resell ReentalTokens Series RNT SPV-14, LLC (NCA-1) only in accordance with applicable securities laws and the resale restrictions set forth in the subscription agreement and this Memorandum. In addition, no ATS or other exchange has currently committed to listing ReentalTokens Series RNT SPV-14, LLC (NCA-1), and their treatment as a security may limit or prevent their listing on certain exchanges in the future. While we intend to list ReentalTokens Series RNT SPV-14, LLC (NCA-1) on one or more ATSs or other exchanges, we cannot guarantee that our attempts to list ReentalTokens Series RNT SPV-14, LLC (NCA-1) on any ATS or exchange will be successful. ***The Company does not expect a cybersecurity audit to be performed on the ReentalToken smart contract, and ReentalToken holders could suffer losses if the ReentalToken smart contract or the digital wallets in which the ReentalTokens are stored are hacked.***

We do not anticipate conducting a cybersecurity audit of the ReentalToken smart contract. We believe that because all ReentalToken purchasers will be whitelisted and all transactions involving them will be logged, tracked, and reversed, the risk of loss from a potential hack of a ReentalToken smart contract or a digital wallet containing them will be mitigated.

The development and acceptance of blockchain networks, which are part of a new and constantly evolving industry, as well as blockchain-based assets like BTC and ETH, are subject to various factors that are difficult to assess. A slowdown or halt in the development or acceptance of blockchain networks and assets would have a substantial negative impact on the development and adoption of ReentalTokens Series RNT SPV-14, LLC (NCA-1).

The use and growth of the blockchain industry are subject to a high degree of uncertainty. Factors affecting the continued use and development of the cryptocurrency industry, as well as blockchain networks, include, but are not limited to:

- Global growth, or decline, in the adoption and use of BTC or ETH and other blockchain assets, as well as the declining use of blockchain technology;
- Governmental and quasi-governmental regulation of BTC or ETH and other blockchain assets and their use, or restrictions or regulation of access to and operation of blockchain networks (such as the Ethereum network) or similar systems, including in jurisdictions outside the United States;
- The maintenance and development of the Ethereum network's open-source software protocol;
- Changes in consumer demographics and in public tastes and preferences;
- The availability and popularity of other forms or methods of buying and selling goods and services, or

trading assets, including new means of using sovereign currencies (such as the US dollar) or existing networks; or

- General economic conditions and regulatory environment related to cryptocurrencies.

The slowdown or halt in the development, general acceptance, adoption, and use of blockchain networks (such as the Ethereum network) and blockchain assets may discourage or delay the acceptance and adoption of ReentalTokens Series RNT SPV-14, LLC (NCA-1).

Blockchain asset prices are extremely volatile. Fluctuations in digital asset prices could significantly and negatively impact our business, and the ReentalTokens Series RNT SPV-14, LLC (NCA-1) could also be subject to significant price volatility.

The prices of blockchain assets like BTC and ETH have historically been subject to drastic fluctuations and are highly volatile. The market price of ReentalTokens Series RNT SPV-14, LLC (NCA-1) may also be volatile. Several factors can influence the market price of ReentalTokens Series RNT SPV-14, LLC (NCA-1), including:

Global supply of blockchain assets;

- Global demand for blockchain assets, which may be influenced by the growing acceptance by retailers and commercial enterprises of blockchain assets such as cryptocurrencies as payment for goods and services, the security of online blockchain asset exchanges and digital wallets containing blockchain assets, the perception that the use and holding of blockchain assets is safe and secure, and regulatory restrictions on their use;
- Investor expectations regarding the inflation rate;
- Interest rates;
- Foreign exchange rates, including the rates at which digital assets can be exchanged for fiat currencies;
- Fiat currency withdrawal and deposit policies of exchanges, such as an ATS or other exchange, on which the ReentalTokens Series RNT SPV-14, LLC (NCA-1) can be traded and liquidity on such exchanges;
- Service interruptions or failures of exchanges where ReentalTokens Series RNT SPV-14, LLC (NCA-1) can be traded;
- Investment and marketing activities of large investors, including private and registered funds, that may invest directly or indirectly in ReentalTokens Series RNT SPV-14, LLC (NCA-1) or other blockchain assets;
- Government monetary policies, trade restrictions, currency devaluations and revaluations;
- Regulatory measures, if any, that affect the use of blockchain assets such as Series RNT SPV-14, LLC (NCA-1) RentalTokens;
- The maintenance and development of the Ethereum network's open-source software protocol;
- Global or regional political, economic or financial events and situations; or
- Expectations among blockchain asset participants that the value of ReentalTokens Series RNT SPV-14, LLC (NCA-1) or other blockchain assets will soon change.

A decrease in the price of a single blockchain asset can cause volatility across the entire blockchain asset industry and may affect other blockchain assets, including the ReentalTokens Series RNT SPV-14, LLC (NCA-1).

Blockchain networks use code that is subject to change at any time. These changes may have unforeseen consequences for the ReentalTokens Series RNT SPV-14, LLC (NCA-1).

The ReentalTokens Series RNT SPV-14, LLC (NCA-1) are designed to be ERC-20 tokens based on the Ethereum blockchain protocol (or similar), modified to comply with transfer restriction requirements established by applicable U.S. securities legislation. Changes, such as updates to the Ethereum blockchain, may have unforeseen adverse effects on all

blockchains that use ERC-20 tokens. In addition, the Ethereum Network operates on an open-source protocol maintained by its contributors, who generally receive no compensation for maintaining and updating that protocol. The lack of guaranteed financial incentives for contributors to maintain or develop the Ethereum Network and the lack of guaranteed resources to adequately address emerging issues with the Ethereum Network may reduce the incentive to address them appropriately or promptly. This may adversely affect the market value or operating status of the RentalTokens Series RNT SPV-14, LLC (NCA-1).

In addition, Rental America, at its sole discretion, may decide to issue the RentalTokens Series RNT SPV-14, LLC (NCA-1) on a blockchain other than Ethereum, which may adversely affect an investment in RentalTokens Series RNT SPV-14, LLC (NCA-1).

Currently, there are only a few SEC-registered ATSS for trading blockchain-based security tokens; we may not be successful in listing Series NCA-1 RentalTokens on any ATS or, once listed, maintaining such listing; trading through a blockchain-enabled ATS currently offers the only legal way to trade security tokens such as Series RNT SPV-14, LLC (NCA-1) RentalTokens.

Currently, only a small number of SEC-registered ATSS have the technological capability to enable the trading of security tokens, such as RentalTokens Series RNT SPV-14, LLC (NCA-1). Because RentalTokens Series RNT SPV-14, LLC (NCA-1) are designed to be issued as ERC-20 tokens on the Ethereum blockchain, they cannot currently be traded through a conventional securities trading platform, such as a national stock exchange.*p.e.j.*, The New York Stock Exchange). However, since the RentalTokens Series RNT SPV-14, LLC (NCA-1) are securities, they are not permitted to be traded on most spot cryptocurrency exchanges that manage blockchain assets.*p.e.j.*, Coinbase), since most spot cryptocurrency exchanges are not registered with the SEC to offer tradable securities. If we are unable to list on an SEC-registered ATS that supports blockchain tokens, our RentalTokens Series RNT SPV-14, LLC (NCA-1) may not be legally tradable in the United States, which could result in a decrease in the value of a RentalToken Series RNT SPV-14, LLC (NCA-1).

Banks and financial institutions may not provide banking services, or may cut off services, to businesses that provide cryptocurrency-related services or that accept cryptocurrencies as payment.

Several companies offering services related to cryptocurrencies or blockchain tokens (such as RentalTokens Series RNT SPV-14, LLC (NCA-1)) have been unable to find banks or financial institutions willing to provide them with bank accounts and other services. Similarly, several companies, individuals, or businesses related to cryptocurrencies and blockchain tokens may have had, and may continue to have, their bank accounts closed or their services with financial institutions interrupted. Banks and other established financial institutions may refuse to process funds for transactions involving cryptocurrencies or blockchain tokens (including RentalTokens Series RNT SPV-14, LLC (NCA-1)), process wire transfers to or from cryptocurrency exchanges, cryptocurrency-related businesses or service providers, or maintain accounts for individuals or entities that transact with cryptocurrencies.

Cybersecurity threats could result in misappropriation, hacking, malware infection, or other damage to the RentalTokens Series RNT SPV-14, LLC (NCA-1) or the blockchain network on which they are issued, which could negatively impact an investment in the RentalTokens Series RNT SPV-14, LLC (NCA-1).

Security breaches, malware, and hacking attacks have been a frequent concern since the launch of blockchain networks. Any security breach caused by hacking, which involves attempts to gain unauthorized access to information or systems, or intentionally cause malfunctions, loss or corruption of data, software, hardware, or other computer equipment, as well as unintentional or intentional infections with computer viruses, could damage the software supporting RentalTokens Series RNT SPV-14, LLC (NCA-1), designed to use the Ethereum blockchain. This could result in the loss of functionality, value, possession, or other damages to the holders of such RentalTokens Series RNT SPV-14, LLC (NCA-1). Any breach of the software infrastructure supporting RentalTokens Series RNT SPV-14, LLC (NCA-1) could negatively impact investment in them.

The security system and operational infrastructure supporting RentalTokens Series RNT SPV-14, LLC (NCA-1) can be compromised for various reasons, including, but not limited to, actions by third parties, errors or misconduct by an employee or other external service providers, or other reasons. As a result, an unauthorized person could gain access to private keys, data, or the software infrastructure of RentalTokens Series RNT SPV-14, LLC (NCA-1), or to BTC, ETH, or other cryptocurrencies. Because the techniques used to gain unauthorized access, disable or degrade service, or sabotage systems change frequently or may be designed to remain dormant until a predetermined event, and are often not detected until they are applied against a target, we may not be able to anticipate these techniques or implement appropriate preventative measures. If an actual or perceived breach of the security system or operational infrastructure supporting

ReentalTokens Series RNT SPV-14, LLC (NCA-1) occurs, some or all of a token holder's RentalTokens Series RNT SPV-14, LLC (NCA-1) could be lost, stolen, or destroyed, and the value of an investment in RentalTokens Series RNT SPV-14, LLC (NCA-1) could be adversely affected.

The loss of private keys can cause RNT SPV-14, LLC Series RentalTokens (NCA-1) to lose value.

If a private key is lost, destroyed, or otherwise compromised, and a backup copy is unavailable, the investor will be unable to access the blockchain asset associated with the corresponding address. Losing the private keys for the digital wallets used to store the RNT SPV-14, LLC (NCA-1) Series RentalTokens could result in the total loss of the RNT SPV-14, LLC (NCA-1) Series RentalTokens held by the investor.

Smart contracts are subject to limitations.

Smart contract technology is still in its early stages of development and its application is experimental. This entails significant operational, technological, regulatory, reputational, and financial risks. Smart contracts may not be suitable for the Company's intended purpose and may contain flaws, vulnerabilities, or other issues that could cause technical problems or the total loss of the RentalTokens Series RNT SPV-14, LLC (NCA-1).

Intellectual property rights claims can negatively affect the operation of blockchain networks.

Third parties may file intellectual property claims related to the holding and transfer of blockchain tokens, such as RentalTokens Series RNT SPV-14, LLC (NCA-1), BTC, ETH, or other cryptocurrencies, and their source code. Regardless of the merits of any legal action related to intellectual property or otherwise, any threat of action that reduces confidence in the long-term viability of the Ethereum Network or RentalTokens Series RNT SPV-14, LLC (NCA-1), or in the ability of holders to hold and transfer Ether or RentalTokens Series RNT SPV-14, LLC (NCA-1), may adversely affect an investment in RentalTokens Series RNT SPV-14, LLC (NCA-1), intended for use on the Ethereum blockchain. Furthermore, a valid intellectual property claim could prevent us or our token holders from accessing the Ethereum Network or the RentalTokens Series RNT SPV-14, LLC (NCA-1), or from holding or transferring your Ether or the RentalTokens Series RNT SPV-14, LLC (NCA-1). As a result, an intellectual property claim against us or the Ethereum Network could adversely affect an investment in the RentalTokens Series RNT SPV-14, LLC (NCA-1).

Risks related to cryptocurrencies and the tokenization of cryptocurrency-backed real estate

In the event that the RentalToken Series RNT SPV-14, LLC (NCA-1) smart contract does not function as expected, the solutions may be more limited than in the traditional stock market.

The use of tokenized smart contracts for transferring value is recent. The reliability of smart contracts has not been proven over a significant period. The risks that could arise with the increased use of security tokens are considerable, including risks of hacking, poor programming, and lack of clarity, among others. Any failure in the intended operation of the smart contract could result in unforeseen and irreversible transactions, and holders of Series RNT SPV-14, LLC (NCA-1) forwarding tokens may have more limited recourse than is available in the traditional securities market.

Digital asset transfers are controlled solely by those who know the unique private cryptographic key associated with those assets. If your private key is lost, destroyed, or otherwise compromised, and a backup copy is unavailable, neither RentalToken nor you may be able to access the digital asset associated with that private key. Furthermore, the private key may not be reissued, restored, or otherwise recovered. Additionally, if a third party gains access to a private key, that third party will be able to access the digital asset to which it relates. Furthermore, any data security breach that exposes or compromises the security of the private keys used to authorize or validate transaction orders (as of May 27, 2026), or that allows any unauthorized person to generate private keys, could result in unauthorized transfers that may be impossible to reverse or remedy. Any loss of private keys related to the digital wallets used to store the RentalTokens or the BTC or ETH used to participate in the Offer could have a substantial negative impact on your investment.

The Ethereum blockchain, which will be used for RentalTokens, is susceptible to mining attacks.

The Ethereum blockchain, which will be used for RentalTokens, is susceptible to mining attacks, including double-spending attacks, majority mining power attacks, "selfish mining" attacks, and race condition attacks, as well as other new attack methods that may emerge in the future. Any successful attack poses a risk to RentalTokens and their overall proper execution and sequencing. Mining attacks can also affect other blockchain networks with which RentalTokens interact, potentially impacting them significantly.

DISTRIBUTION PLAN

THE OFFER

Reental America is offering up to SEVEN THOUSAND (7,000) RentalTokens of the RNT SPV-14, LLC (NCA-1) Series to investors who (i) are “accredited investors” (as defined in Rule 501 of Regulation D promulgated under the United States Securities Act of 1933, as amended), or (ii) engage in transactions outside the United States and are not “U.S. Persons” (as defined in Regulation S), pursuant to such Regulation S, and who meet the other eligibility requirements established by Rental America.

The offer price for each RentalToken of the RNT SPV-14, LLC (NCA-1) Series is 100 USD and the maximum total amount of the Offer is 700,000 USD.

US investors must purchase a minimum of ten (10) RentalTokens (USD 1,000), unless Rental America, at its sole discretion, accepts a lesser amount. Non-US investors may purchase a minimum of one (1) RentalToken.

The Offer begins on May 27, 2026 and will remain open until the earliest of: (i) the date on which the maximum amount of the Offer has been reached; (ii) the date determined by Rental America in its sole discretion; or (iii) a later date that may be extended by Rental America for an additional period of up to ninety (90) days.

Rental America may conduct a series of closings (each, a “Closing”) on a rolling basis as funds and documentation are received from investors. Rental America also reserves the right to terminate the Offering at any time at its sole discretion.

The Shares will be issued in the form of cryptographic digital tokens called “Series RNT SPV-14, LLC (NCA-1) RentalTokens”, based on smart contracts deployed on the Ethereum network, compliant with the ERC-20 standard and adapted to meet the transmission restrictions required by applicable securities regulations in the United States.

The Managing Partner, and not Rental America, will assume the costs associated with structuring the Offer, including legal, accounting and advisory fees, excluding investor advisor fees and costs associated with specific regulatory obligations, such as filing Form D with the SEC and applicable state notifications.

Any investor who decides to hire external advisors will be responsible for the costs associated with such hiring.

This offer is made on a "best efforts" basis, without any guarantee of full placement.

Reental America has not engaged an underwriter for the Offering. No one has made a firm commitment to buy or sell RentalTokens Series RNT SPV-14, LLC (NCA-1). As this is a best-efforts offering, Rental America cannot guarantee prospective investors that Rental America will sell any of the RentalTokens Series RNT SPV-14, LLC (NCA-1). Investors are not entitled to a refund of their subscriptions unless Rental America does not accept them or the Closing does not occur. Rental America is not required to raise a minimum amount in this Offering before it can use the funds received, as described elsewhere in this Memorandum.

Rule 506(c) of Regulation D; Regulation S

Reental America distributes this Memorandum and Offering for RentalTokens Series RNT SPV-14, LLC (NCA-1) in the U.S. pursuant to Rule 506(c) of Regulation D of the Securities Act. Accordingly, Rental America may use the general solicitation and advertising in connection with the sale of RentalTokens Series RNT SPV-14, LLC (NCA-1).

All U.S. investors participating in the Offering must be accredited investors, and we will take reasonable steps to verify each investor's accreditation. Each investor must provide all additional documentation we reasonably request to confirm that they meet applicable minimum financial suitability standards. Investors will be asked or required to provide documentation verifying their accredited investor status. This documentation may be retained and reviewed by us, and copies may be provided to our affiliates. Rental America may decline to accept an investor's subscription if the investor cannot provide documentation acceptable to Rental America. For investors in this Offering who provide asset statements to support accreditation through their net worth, Rental America may be required to perform a credit rating to determine the purchaser's current compensating liabilities.

Reental America also distributes this Memorandum and RentalTokens Series RNT SPV-14, LLC (NCA-1) Offer to prospective investors who are not "U.S. persons," as defined in Regulation S, in offshore transactions. Such non-U.S. persons must represent in writing to Rental America that they are excluded from Regulation S's definition of a "U.S. person" who purchases in an offshore transaction without the account or benefit of a U.S. person. They must also represent in writing that they are purchasing the RentalTokens Series RNT SPV-14, LLC (NCA-1) for their own account, not on behalf of any third party, and not with the intention of reselling or distributing them.

Rental America affiliates can participate in the offer

Rental America affiliates, including its officers, directors, and owners of significant interests, may purchase RentalTokens Series RNT SPV-14, LLC (NCA-1) in this Offering.

Investor suitability standards

Only individuals with sufficient financial resources who do not require immediate liquidity for this investment should consider purchasing the RentalTokens Series RNT SPV-14, LLC (NCA-1) offered herein, because: (i) investing in the RentalTokens Series RNT SPV-14, LLC (NCA-1) involves significant risk (see "Risk Factors"); and (ii) there is no market for the RentalTokens Series RNT SPV-14, LLC (NCA-1), nor is one likely to develop in the foreseeable future. This Offering is considered a private offering exempt from registration under the Securities Act and applicable state and foreign securities laws.

Eligibility requirements for US buyers

This Offering is limited in the U.S. only to "accredited investors," as defined in Regulation D of the Securities Act, meaning only those persons or entities that fall within one or more of the following categories:

For private individuals:

(a) an individual with a net worth² or a joint net worth with your spouse that exceeds \$1,000,000. (When calculating net worth, you may include the net value of your personal and real property (however, you cannot include your primary residence), cash, short-term investments, stocks, and securities. The net value of your personal and real property (excluding your primary residence) must be based on the fair market value of such property less any debts secured by it.)

(b) An individual who has had individual income exceeding \$200,000 in each of the two preceding years and who reasonably expects income exceeding \$200,000 in the current year. (When calculating net income, you may include employment income and other ordinary income, such as interest, dividends, and royalties.)

(c) A person who, together with their spouse, had combined income exceeding \$300,000 in each of the two preceding years and reasonably expects that combined income will exceed \$300,000 in the current year. (When calculating net income, you may include income from employment and other ordinary income, such as interest, dividends, and royalties.)

For corporations, companies and other entities:

(a) an entity in which all equity owners are "accredited investors" because each equity owner meets one of the criteria set out in paragraphs (a) to (c) of the Questionnaire for Individuals in Part B.1 of this Questionnaire above or in paragraphs (b) to (p) below;

(b) a trust (other than an employee benefit or pension plan) with total assets exceeding \$7,000,000 not formed for the specific purpose of acquiring securities in connection with the proposed Investment, whose voting decision with

²The term "net worth" refers to the excess of total assets over total liabilities, excluding the value of your primary residence, net of any mortgage debt and other liens. To determine income, you must add to your adjusted gross income any amount attributable to tax-exempt income, losses claimed as a limited partner in a limited partnership, deductions claimed for depreciation, contributions to an IRA or Keogh retirement plan, alimony payments, and any amount to which long-term capital gains income has been reduced to arrive at adjusted gross income.

Regarding the proposed Investment, it would be directed by a person who has such knowledge and experience in financial and business matters that they are able to assess the merits and risks of the Investment and the consideration that would be received from the Investment;

(c) a Massachusetts partnership, corporation, or business trust, or similar, not formed for the specific purpose of acquiring securities in the Investment, with total assets exceeding \$7,000,000;

(d) an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, not formed for the specific purpose of acquiring securities in the proposed Investment, with total assets exceeding \$7,000,000;

(e) a bank as defined in Section 3(a)(2) of the Act, whether acting in its individual or fiduciary capacity;

(f) a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity;

(g) a registered stockbroker pursuant to Section 15 of the Securities Exchange Act of 1934, as amended;

(h) an insurance company as defined in Section 2(13) of the Act;

(i) an investment company registered under the Investment Companies Act of 1940, as amended (the “**Investment Companies Act**”);

(j) a business development company as defined in Section 2(a)(48) of the Investment Companies Act;

(k) a small business investment firm authorized by the U.S. Small Business Administration pursuant to Section 301(c) or (d) of the Small Business Investment Act of 1958;

(l) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets exceeding \$7,000,000;

(m) an employee benefits plan within the meaning of the Employees' Retirement Income Security Act of 1974, as amended (“ERISA Law”), if the investment decision to vote in favor of an Investment is made by a plan trustee, as defined in Section 3(21) of ERISA, which is a bank, savings and loan association, insurance company, or registered investment adviser;

(n) an employee benefits plan within the meaning of ERISA with assets exceeding \$7,000,000;

(o) a self-directed employee benefit plan within the meaning of ERISA with investment decisions made solely by persons who are “accredited investors” as defined in Rule 501(a) of the Act; or

(p) a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

As a U.S. person, you must declare in writing to the Series that you are an accredited investor under Regulation D, as described above, and you must provide certain documentation to support that declaration. In addition to the above requirement, you must also declare in writing that you are acquiring the Rental Series RNT SPV-14, LLC (NCA-1) Tokens for your own account and not on behalf of any third party, nor for the purpose of reselling or distributing them.

Eligibility requirements for non-U.S. buyers

Any investor who is not a U.S. person must declare in writing that they have complied and fully comply with the laws of their jurisdiction in connection with any invitation to purchase a RentalToken Series RNT SPV-14, LLC (NCA-1), including: The legal requirements within the Investor's jurisdiction for the purchase of RentalTokens Series RNT SPV-14, LLC (NCA-1) and the subsequent conversion into RentalTokens Series RNT SPV-14, LLC (NCA-1);

- (a) The purchase of RentalTokens Series RNT SPV-14, LLC (NCA-1) and the subsequent ownership of RentalTokens Series RNT SPV-14, LLC (NCA-1) will not violate any securities laws or other applicable laws in the Investor's jurisdiction;
- (b) Any currency restrictions applicable to said purchase;
- (c) Any governmental or other consent that may need to be obtained; and
- (d) Income tax and other tax consequences, if any, that may be relevant to the purchase, holding and sale of the RentalTokens Series RNT SPV-14, LLC (NCA-1).

The following investor classes are specifically excluded from Regulation S's definition of "US person" by Rule 902(k)(2) of the Securities Act:

- Any discretionary or similar account (other than an estate or trust) held for the benefit of or on behalf of a non-U.S. person by a merchant or other personal fiduciary organized, incorporated, or (if an individual) resident in the United States;
- Any estate in which a professional fiduciary acting as executor or administrator is a United States Person if (a) an executor or administrator of the estate who is not a United States Person has sole or shared investment discretion with respect to the assets of the estate; and (b) the estate is governed by foreign laws;
- Any trust in which a professional trustee acting as trustee is a U.S. person, if a trustee who is not a U.S. person
The U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (nor any settlor if the trust is revocable) is a U.S. person;
- An employee benefit plan established and administered in accordance with the law of a country other than the United States and the customary practices and documentation of that country;
- An agency or branch of a U.S. person located outside the United States if (a) the agency or branch operates for valid business reasons; and (b) the agency or branch is engaged in the business of insurance or banking and is subject to substantive banking or insurance regulation, respectively, in the jurisdiction where it is located; and
- The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations and its agencies, affiliates and pension schemes, and any other similar international organization, its agencies, affiliates and pension schemes.

Other requirements

In addition to submitting documentation to confirm their status as “non-U.S. persons”, all prospective purchasers of the ReentalTokens Series RNT SPV-14, LLC (NCA-1) must complete the necessary Know Your Customer and Anti-Money Laundering procedures to execute a Subscription Agreement.

The Patriot Act of the United States	What is money laundering?	How big is the problem and why is it important?
The U.S. Patriot Act is designed to detect, deter, and punish terrorists in the United States and abroad. This law imposes anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002, all U.S. brokerage firms have been required to have a comprehensive anti-money laundering policy. Current anti-money laundering programs. To help you understand these initiatives, the Borrower wishes to provide you with information about money laundering and its efforts to help implement the U.S. Patriot Act.	Money laundering is the process of disguising illegally obtained money to make it appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, theft, fraud, organized crime, and terrorism.	The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could contaminate its financial markets. According to the U.S. State Department, a recent estimate puts the volume of global money laundering activity at one trillion dollars annually.

Reental America, or the Borrower, reserves the right to request any information necessary to verify the identity of the purchasers of the ReentalTokens Series RNT SPV-14, LLC (NCA-1) and the source of payment for the subscription money, or as necessary to comply with any customer identification program or information that may be required for the Borrower to comply with its obligations under Florida law (including the Proceeds of Crime Act (as revised)).

In case of delay or inability on the part of the applicant to submit any information required for verification purposes, an application or transfer of the Tokens and the subscription money related to them may be rejected.

You should consult the Office of Foreign Assets Control (the “OFAC”) website in <http://www.treas.gov/ofac> before making the following statements:

(i) You represent that the amounts invested in this Offer were not and are not derived, directly or indirectly, from any activity that violates federal, state, or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and executive orders administered by OFAC prohibit, among other things, conducting transactions and providing services to certain foreign countries, territories, entities, and persons. The list of countries, territories, persons, and entities prohibited by OFAC can be found on the OFAC website. <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC (the “OFAC Programs”) prohibit dealing with individuals³ or entities in certain countries, regardless of whether such individuals or entities appear on any OFAC list;

(ii) You represent and warrant that none of: (1) you; (2) any person who controls you or is under your control; (3) if you are a private entity, any person who has a beneficial interest in you; or (4) any person for whom you act as an agent or representative in connection with this investment is a country, territory, entity, or individual included on an OFAC list, or a person or entity prohibited by OFAC's Programs. Please note that the Borrower may not accept any subscription amount.

³These individuals include specially designated nationals, specially designated narcotics traffickers, and other parties subject to OFAC sanctions and embargo programs of a prospective buyer if they are unable to make the declaration set forth in the preceding sentence. You agree to immediately notify the Borrower if you become aware of any changes to the information provided in

any of these declarations. You are advised that, by law, the Borrower may be required to freeze any buyer's account, either by prohibiting further subscriptions, denying refund requests, or segregating account assets in accordance with government regulations, and that it may also be required to report such action and disclose the buyer's identity to OFAC.

(iii) You represent and warrant that none of: (1) you; (2) any person who controls you or is controlled by you; (3) if you are a private entity, any person who has a beneficial interest in you; or (4) any person for whom you act as agent or nominee in connection with this investment is a senior foreign political figure,⁴ or any immediate family member⁵ member or close associate⁶ of a high-ranking foreign political figure, as those terms are defined in the footnotes below; and

(iv) If you are affiliated with a non-U.S. banking institution (a "**Foreign bank**"), or if you receive deposits, make payments on behalf of, or handle other financial transactions related to a Foreign Bank, you represent and warrant to the Borrower that: (1) the Foreign Bank has a fixed address, and not merely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed it to conduct its banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and is not a regulated subsidiary.

The Borrower has the right to rely on the accuracy of your statements. The Borrower may, but is under no obligation to, require additional proof that a prospective buyer meets the standards set forth above at any time before accepting their subscription. You are not required to provide the information requested by the Borrower, but the Borrower may refuse your subscription or that of any person who fails to provide it.

Investing in Interests can involve significant risks. Only investors who can assume the financial risk of investing indefinitely and the total loss of their investment should invest in Interests. See the "Risk Factors" section.

⁴A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branch of a foreign government (whether elected or not), a senior official of a major foreign political party or a senior executive of a foreign government.

Government corporation. In addition, any corporation, company, or other entity created by, or for the benefit of, a "high-ranking foreign political figure" is considered to be a "high-ranking foreign political figure".

Fees and expenses

Bid expenses

Each series of interests will generally be responsible for certain fees, costs, and expenses incurred in connection with the offering of the interests associated with that series (the “**Bid expenses**”). Bid Expenses consist of legal, accounting, compliance, and marketing costs, as applicable, related to a specific bid (and exclude ongoing costs included in Operating Expenses). The Managing Partner has agreed to pay and will be reimbursed by Series RNT SPV-14, LLC (NCA-1) for Bid Expenses incurred with respect to this Bid.

Acquisition costs

Each Series will incur costs and expenses in connection with the evaluation, discovery, research, repair, and acquisition of the underlying asset related to such Series prior to a Closing, including brokerage and sales fees and commissions, appraisal fees, research fees, transfer taxes, third-party industry and due diligence experts, bank fees and interest (if the underlying asset is acquired using debt prior to the completion of an offering), travel and accommodation for inspection purposes, and photography and videography expenses to prepare the profile of the underlying asset on the RentalToken website (the “**Acquisition costs**”). Acquisition costs will be included in the Underlying Asset Note Amount in each issuance of the Series. However, the Series may incur certain acquisition-related costs after Closing, such as property appraisal costs and title transfer costs, if applicable.

Additional information about this memorandum

We have not authorized anyone to provide you with information other than that set forth in this Memorandum. Unless otherwise indicated, all information contained in this Memorandum is provided as of May 27, 2026. Neither the delivery of this Memorandum nor any sale made pursuant to it shall, under any circumstances, imply that there have been no changes in our affairs as of May 27, 2026.

Occasionally, we may provide a Memorandum Supplement that may add to or modify the information contained in this Memorandum until May 27, 2026. Any statement we make in this Memorandum will be modified or superseded by any inconsistent statement we make in a subsequent Memorandum Supplement. We encourage you to read this Memorandum, its attachments, and any Memorandum Supplement.

How to subscribe

Potential investors who are “accredited investors” or excluded from the definition of “U.S. persons” under Regulation S may subscribe to purchase RentalTokens Series RNT SPV-14, LLC (NCA-1). Any potential investor wishing to acquire RentalTokens Series RNT SPV-14, LLC (NCA-1) must:

1. Please read this Memorandum and any subsequent supplements carefully, as well as any documents described in and attached to this Memorandum or that you have requested. Consult with your tax, legal, and financial advisors to determine if an investment in the Interests is suitable for you.
2. Please review the subscription agreement (including the attached "Accredited Investor Questionnaire"), which was automatically completed after you answered certain questions on the RentalToken website application. If your answers are correct, sign the subscription agreement along with the signature page for the RentalToken LLC operating agreement member, using your electronic signature. You will also need to provide entity information, such as your address and social security or tax identification number, to pass KYC (Know Your Customer) and AML (Anti-Money Laundering) checks. Unless otherwise required by law, subscribers may not withdraw or cancel their subscriptions.
3. If you are a non-U.S. investor purchasing RentalTokens Series RNT SPV-14, LLC (NCA-1) pursuant to the securities registration exemption under Regulation S, you will be required to make payment for your RentalTokens purchase before completing the investor AML/KYC review process. If you are a U.S. investor purchasing RentalTokens Series RNT SPV-14, LLC (NCA-1) pursuant to the securities registration exemption under Regulation D, after signing the subscription agreement and completing the accreditation and KYC/AML steps, you will need to follow the payment instructions provided with the subscription agreement to finalize your purchase of the RentalTokens Series RNT SPV-14, LLC (NCA-1). The funds charged to you as payment for the RentalTokens Series RNT SPV-14, LLC (NCA-1) will be transferred directly to a separate Series bank account, where they will be held until your subscription is accepted or rejected.

4. The Manager will review the subscription documentation you have completed and signed. You may be asked for additional information. The Manager will contact you directly if necessary. We reserve the right to refuse any subscription, in whole or in part, for any reason or no reason, and to withdraw the Offer at any time before Closing.
5. Once the review is complete, the Administrator will inform you whether your subscription application for RNT SPV-14, LLC (NCA-1) Series Rental Tokens has been approved or denied, and, if approved, the number of RNT SPV-14, LLC (NCA-1) Series Rental Tokens to which you are entitled. If your subscription is accepted, the payment will become available for use in the Series. If your subscription is rejected in whole or in part, your subscription payments (the full amount if your application is rejected entirely, or any payments associated with those subscriptions), if any, will be refunded immediately, without interest or deductions. The Administrator accepts subscriptions on a first-come, first-served basis and reserves the right to reject or reduce them.
6. If all or part of your subscription is approved, then the amount of ReentalTokens Series RNT SPV-14, LLC (NCA-1) to which you are entitled to subscribe will be issued to your electronic Digital Wallet at Closing time.

By signing the Subscription Agreement and the Partner Signature Page of the Reental America Series, LLC Operating Agreement, you agree to the terms of the Subscription Agreement and the Operating Agreement. Reental America and the Managing Partner will rely on the information you provide in the Subscription Agreement, including the attached "Accredited Investor Questionnaire" and any supplemental information you provide, for the Managing Partner to verify your "accredited investor" status. If your "accredited investor" status changes before the ReentalTokens Series RNT SPV-14, LLC (NCA-1) are issued to you, please notify the Managing Partner immediately using the contact information provided in the Subscription Agreement.

For more information about the subscription process, please contact the Managing Member using the contact details provided. They appear in the section "Where you can find additional information".

USE OF FUNDS FOR THE BORROWER

We estimate that the gross proceeds from this Offer will be approximately \$ assuming the entire amount of this Offer is sold, and will be used as follows:

Uses	Amount in dollars	Percentage of gross cash income
Note: Amount of underlying asset ⁽¹⁾	700.000\$	100.00%
Bid expenses ⁽²⁾	0\$	0%
Acquisition costs ⁽³⁾	0\$	0.00%
Fees and total expenses	0\$	0%
Total revenue	700.000\$	100.00%

(1) All funds raised by the Series will be used to acquire a structured financial instrument (“Loan Notes”) issued by Estating Property Vault, S.A., acting in relation to a specific compartment and linked to the Underlying Asset described in this Memorandum.

(2) The initial commission of three percent (3%) associated with the structuring of the transaction will be billed by Rental America, LLC to the structuring vehicle or project sponsor and will not be borne by the investors nor deducted from the invested capital.

(3) Rental America, LLC may charge a final commission of two percent (2%) associated with the monetization or final settlement of the underlying financial instrument. This commission will be borne by the project structure or the corresponding entities and will not reduce the capital initially contributed by the investors.

(4) Any other costs associated with the structuring, management and monitoring of the project will be borne by the Managing Member or by the corresponding entities, without deduction from the capital contributed by the investors.

At the time of each Closing of the Offer, the funds received from investors will be transferred to accounts held by the Series or the corresponding entities and allocated as described above.

The allocation of funds reflects the Company's current intention, based on the assumptions and conditions existing as of the date of this Memorandum. However, the Managing Member reserves the right to adjust this allocation based on operational, regulatory, or market circumstances, provided that such modifications do not substantially alter the nature of the investment.

Neither Rental America, LLC nor the Series will retain the Offering funds for purposes other than the investment described in this Memorandum.

BUSINESS DESCRIPTION

Overview

Reental America Series LLC has developed an investment model that allows investors to access real estate opportunities through the tokenization of shares in structured investment vehicles. This model uses limited liability companies (LLCs) incorporated in the State of Florida as independent investment vehicles (each, a “Series”), through which investment in real estate assets or financial instruments linked to such assets is channeled. Ownership of each Series is divided into shares digitally represented by cryptographic tokens (“ReentalTokens”), issued on the Ethereum network and designed to comply with applicable securities regulations in the United States. ReentalTokens constitute securities and confer upon their holders economic rights over the corresponding Series, in accordance with the Operating Agreement and applicable documentation. Each Series invests in a single asset or financial instrument linked to an asset, without diversification, so the investment return depends directly on the performance of that underlying asset or instrument. The operational management of the underlying assets or instruments is carried out by specialized third parties, while Reental America acts as an intermediary, structurer and manager of the Series

Project Description

The North Carolina 1 (NCA-1) project consists of indirect investment in a Class A multifamily development called "The Camber", located in Morrisville, North Carolina (United States), within the area known as the Research Triangle.

The project envisions the development and stabilization of a multifamily residential complex geared towards professional, technological demand and linked to the life sciences ecosystem present in the region.

The underlying asset is located in one of the fastest-growing demographic and economic areas in the southeastern United States, driven by:

- technological expansion
- growth of the biotechnology and life sciences sector
- arrival of large corporations
- development of strategic infrastructure
- sustained population and employment growth

The main drivers of demand include:

- Apple
- Google
- the Research Triangle Park ecosystem
- Duke University
- University of North Carolina
- North Carolina State University

The project strategy focuses on the development of a high-quality institutional multifamily asset (“Class A Multifamily”), designed to capture the growing residential demand from professional and corporate profiles in the region.

Investment strategy

The investment thesis is based on a value-add strategy linked to the development, stabilization, and monetization of the underlying asset.

The business plan includes:

- development and completion of the asset
- operational and occupational stabilization

- Value generation through NOI improvement and asset consolidation
- final monetization through sale, refinancing, or other exit strategies

The investment is structured primarily as a capital appreciation strategy, with the majority of the potential return expected to be generated at the final asset monetization event.

Market fundamentals

The Research Triangle area in North Carolina is one of the main centers of economic and technological growth in the United States.

The region is characterized by:

- strong population growth
- high creation of skilled jobs
- expansion of technology and biotechnology companies
- high demand for multifamily housing
- economic diversification and structural resilience

The arrival of new corporate investments and the growth of the technology and life sciences ecosystem have significantly increased the demand for quality institutional housing in the region.

Additionally, the relatively limited supply of Class A multifamily products in certain market areas helps to strengthen the project's foundations.

Profitability profile

The investor's return will be primarily linked to the appreciation of the value of the Underlying Asset and its eventual monetization.

The investment does not contemplate significant recurring periodic distributions during the initial phase of the project, with most of the potential profitability estimated to be generated at the final exit event.

In the central scenario, the estimated simple annual return could be approximately between 12% and 17% per year, depending on the investor level within the Rental ecosystem.

Exit strategy

The estimated investment horizon is approximately three (3) years.

The exit strategy includes:

- sale of the asset once stabilized
- refinancing
- extension of the investment period based on market conditions

The output value will depend on, among other factors, the following:

- asset stabilization

- evolution of the NOI
- real estate and financial market conditions
- evolution of capitalization rates (“cap rates”)

Risk considerations

The investment is subject to risks inherent in multifamily development and stabilization projects, including:

- construction and execution risk
- risk of stabilization and occupation
- macroeconomic evolution
- interest rates
- real estate market conditions
- monetization or exit risk

However, these risks are partially mitigated by:

- strategic location within the Research Triangle
- strength of the region's demographic and economic fundamentals
- structural demand for multifamily housing
- institutional quality of the project and of the sponsor
- sustained growth of the technology and life sciences ecosystem.

Expected profitability and scenarios

The investment is structured primarily as a capital appreciation strategy, linked to the evolution, stabilization and eventual monetization of the Underlying Asset.

Given the nature of the project, no significant recurring periodic distributions are expected during the life of the investment, with most of the potential profitability expected to be generated at the final monetization time of the Underlying Asset.

The final return received by each investor may vary depending on the commercial policies, bonuses or commission structures applicable to each level within the Rental ecosystem (Reentel, Reentel Pro and SuperReentel).

Main Stage

Under the central scenario of the project, the estimated approximate simple annual return is:

- Reentel: 12% annual
- Reentel Pro: 15% annual
- SuperReentel: 17% annual

The total cumulative return estimated over the planned investment horizon would be approximately:

- Reentel: 36% total
- Reentel Pro: 45% total
- SuperReentel: 51% total

The estimated investment horizon is approximately thirty-six (36) months.

Favorable scenario

In a favorable scenario, characterized by better-than-expected project performance, improved stabilization, monetization, or market conditions, the simple annual return could be approximately:

- Reentel: 15% annual
- Reentel Pro: 18% annual
- SuperReentel: 20% annual

The estimated total cumulative return could be approximately between 44% and 59% on the invested capital.

Unfavorable scenario

In an unfavorable scenario, characterized by delays in asset stabilization, less favorable market conditions, or lower monetization than initially anticipated, the simple annual return could be approximately 11% per year.

In this scenario, the investment horizon could extend to approximately forty-eight (48) months.

The total cumulative return estimated in this scenario could be approximately 44% on the invested capital.

Profitability considerations

The returns indicated are merely estimated and illustrative and do not constitute any guarantee of performance or financial result.

The effective return on investment will depend, among other factors, on:

- the evolution and stabilization of the Underlying Asset
- the execution of the business plan
- the conditions of the real estate and financial market
- the timing and conditions for monetization or exit from the project

A significant portion of the potential return on investment is concentrated in the final monetization event of the Underlying Asset, so the timing and conditions of that event can significantly impact the final return perceived by investors.

Our Managing Partner

The Operating Agreement designates the Managing Partner as the managing partner of Rental America. If the Managing Partner decides to submit a matter to a vote of the Stakeholders, the Managing Partner will generally not be entitled to participate in the voting. The Managing Partner will not be entitled to distribution, reimbursement, conversion, or liquidation.

Operating expenses

At the time of initial closing, the Series will be responsible for the following Operating Expenses:

- all ongoing fees, costs and expenses incurred in connection with the management of the Underlying Asset, including income taxes, security, valuation, maintenance and repairs, marketing and utilization of the Underlying Asset;
- fees, costs and expenses incurred in connection with the preparation of any report and account of the Series, including any "blue-sky" presentation required in certain states and any annual audit of the accounts of the Series (if applicable);

- fees, costs and expenses of an external registrar and designated transfer agent in connection with the Series;
- fees, costs and expenses incurred in connection with filing tax returns on behalf of the Series;
- any compensation payment;
- all insurance premiums or expenses incurred in connection with the Underlying Asset; and
- any similar expense that may be determined as an Operating Expense, as determined by the Managing Partner at his reasonable discretion.

The Managing Partner agrees to pay and be reimbursed for Operating Expenses incurred prior to the initial Closing. The Managing Partner will assume their own ordinary expenses, including all costs and expenses for rent, supplies, secretarial expenses, stationery, furniture, facilities and equipment, payroll taxes, employee compensation and expenses, and utilities.

If Operating Expenses exceed the amount of income generated by the Underlying Asset and cannot be covered by any Operating Expense reserve on the Underlying Asset's balance sheet, the Managing Member may (a) pay such Operating Expenses and seek reimbursement, (b) lend the amount of Operating Expenses to the Series, on which the Managing Member may impose a reasonable rate of interest, and be entitled to the Operating Expense Reimbursement Obligations, and/or (c) have additional Interest issued in the Series to cover such additional amounts.

Limits of liability; compensation of the managing partner

The Operating Agreement stipulates that none of the Managing Partners, nor any current or former director, officer, employee, partner, shareholder, member, controlling person, agent, or independent contractor of the Managing Partner, nor persons acting at the request of Rental America in certain capacities with respect to other entities (collectively, the "Indemnified Parties") shall be liable to Rental America, any series, or any interest holder for any act or omission taken by the Indemnified Parties in connection with the business of Rental America or any series that has not been determined in a final and unappealable decision of a court, arbitrator, or other tribunal of competent jurisdiction to constitute fraud, willful misconduct, or gross negligence.

Each Series will indemnify the Indemnified Parties with its assets against all liabilities and losses (including amounts paid with respect to judgments, fines, penalties or litigation settlements, including legal fees and expenses) to which they are subject under the services rendered with respect to Rental America or such Series and with respect to any act or omission that has not been determined by a final and unappealable decision of a court, arbitrator or other tribunal of competent jurisdiction to constitute fraud, willful misconduct or gross negligence.

Management fees

The Managing Member shall not be entitled to receive or acquire RentalTokens Series RNT SPV-14, LLC (NCA-1) in connection with their role as Managing Member. However, Rental America, LLC may receive certain structuring and management fees associated with the transaction, in accordance with the agreements entered into with the sponsor or entities related to the project.

Asset liquidity

Benefits of security tokens for liquidity

Fractional property Fractional ownership of individual assets through digital tokenization allows borrowers to offer securities at lower unit prices, enabling greater participation from a wider range of investors.

Greater access to liquidity The use of programmable values for RentalTokens reduces frictions associated with market liquidity. Thanks to smart contracts, security tokens like RentalToken can improve the efficiency of transfers and simplify the management of contractual, legal, and tax obligations inherent in this type of investment.

Access to Alternative Trading Systems ("ATS") RentalToken plans to list individual series RentalTokens on participating SEC-regulated exchanges or ATSS in the future. This will provide holders with a compatible mechanism to transfer RentalTokens outside of the RentalToken website, without having to worry about asset liquidation or relying on peer-to-peer (P2P) exchanges.

Faster business liquidation RentalTokens uses a streamlined compliance process that facilitates onboarding and encodes

investor eligibility within a smart contract. This also enables near-instant settlement of secondary transactions after restricted holding periods and a less burdensome experience for approved investors.

Expenditure allocations

To the extent applicable, Offering Costs, Acquisition Costs, Operating Costs, income generated by the underlying assets, and any indemnity payments made by Rental America will be allocated among the various Series shares in accordance with the Managing Partner's allocation policy. This policy requires the Managing Partner to allocate items assignable to a specific Series for either assumption or distribution (as appropriate) to the corresponding Series of shares. However, if an item is not assignable to a specific Series but to Rental America in general, it will be allocated pro rata based on the value of the underlying assets or the number of shares, as reasonably determined by the Managing Partner or as set forth in the allocation policy.

Notwithstanding the foregoing, the Managing Partner may review and update the allocation policy at any time, at his reasonable discretion, without prior notice to the Investors.

DIRECTORS, EXECUTIVE MANAGERS AND SIGNIFICANT EMPLOYEES

The Managing Member

Rental America operates under the direction of the Managing Partner, who is responsible for directing our business operations, managing our day-to-day affairs, and implementing our investment strategy. The Managing Partner has established a Board of Directors that will make decisions on all acquisitions, disposals, and asset maintenance programs. The Managing Partner is responsible for determining the maintenance necessary to maintain or improve asset quality, determining how to monetize the underlying assets to generate profits, and evaluating potential sale offers, which could lead to the liquidation of the underlying asset or another series, as appropriate.

Rental America will follow the guidelines adopted by the Managing Partner and implement the policies set forth in the Operating Agreement, unless modified by the Managing Partner. The Managing Partner may establish additional policies in writing and will oversee our administrative procedures, investment operations, and performance to ensure compliance. The Managing Partner may modify our objectives at any time without shareholder approval. The Managing Partner has no track record and relies on the experience of its officers, directors, and advisors.

The Managing Partner performs his duties and responsibilities in accordance with the Operating Agreement. He maintains a contractual, not fiduciary, relationship with us and our shareholders. Furthermore, we have agreed to limit the Managing Partner's liability and indemnify him against certain liabilities.

The Managing Member's responsibilities with respect to Rental America include the following:

Asset acquisition and disposal services

- define and oversee the overall strategy for the procurement and disposal of underlying assets;
- manage our asset acquisition activities, including the creation of the asset acquisition policy, the organization and evaluation of due diligence for specific asset acquisition opportunities, and the structuring of partnerships with collectors, brokers, and dealers who can provide opportunities to obtain quality assets;
- negotiate and structure the terms and conditions of asset acquisitions with the Borrowers;
- evaluate any potential offers to acquire assets by third parties, which may result in asset disposals, sales, or other liquidity transactions;
- to structure and negotiate the terms and conditions of transactions under which the underlying assets may be sold or otherwise disposed of;

Services related to an offer

- create and manage all series of interest for offers related to the underlying assets on the RentalToken website;
- Develop offering materials, including determining their specific terms and structure and describing the underlying

assets;

- prepare all marketing materials related to the offers;
- coordinate the receipt, collection, processing and acceptance of subscription contracts and other administrative support functions;
- create and implement various technological services, transactional services and electronic communications related to any offer;
- all other services related to the offer that may be necessary;

Asset monetization services

- approve possible joint ventures, limited partnerships and other similar relationships with third parties related to asset monetization;

Stakeholder relations services

- provide any appropriate updates by May 27, 2026 relating to the underlying assets or offerings electronically or via the RentalToken website;
- manage communications with stakeholders, including responding to emails, preparing and sending written and electronic reports and other communications;
- Establish technological infrastructure to help provide support and services to stakeholders;
- determine our distribution policy and determine the amounts and authorize Free Cash Flow distributions from time to time;
- maintain Free Cash Flow funds in deposit accounts or investment accounts for the benefit of a series;

Administrative Services

- manage and perform the various administrative functions necessary for our daily operations;
- provide financial and operational planning services and collection management functions, including the determination, administration and servicing of any Operating Expense Reimbursement Obligation made to Rental America or any series by the Managing Member to cover any Operating Expense shortfall;
- manage the possible issuance of additional interest to cover any potential operating expense shortfall;
- maintain all books and records appropriate for Rental America and all series of interests;
- obtain and update until May 27, 2026 market studies and economic and statistical data relating to the underlying assets;
- supervise tax and compliance services and risk management services and coordinate with appropriate third parties, including independent accountants and other consultants, on related tax matters;
- to oversee the performance of those ministerial and administrative functions that may be necessary in relation to our daily operations;
- provide all necessary cash management services;
- manage and coordinate with the transfer agent, if any, the process of making distributions and payments to interest holders or the transfer or resale of securities as permitted by law;
- assess and obtain adequate insurance coverage for the underlying assets based on risk management determinations;
- Provide up-to-date and current information as of May 27, 2026 on the general regulatory environment affecting Rental America, as well as manage compliance with regulatory matters;

- evaluate our corporate governance structure and the appropriate policies and procedures related to it; and
- To oversee all reporting, record keeping, internal controls, and similar matters in a manner that allows us to comply with applicable legislation.

VALUES OFFERED

What follows is a summary of the principal terms of the Series, and is qualified by reference to the Operating Agreement, attached hereto as Annex A, the RNT SPV-14 Series, LLC (NCA-1), attached hereto as Annex B, and the subscription agreement, attached hereto as Annex C, regarding the purchase of the Series RNT SPV-14, LLC (NCA-1) Rental Tokens. This summary is based on the detailed provisions of those agreements, which each prospective investor should review in their entirety. In the event of any discrepancy between the provisions of this summary and those of the Operating Agreement or the Subscription Agreement (as applicable), the provisions of the Operating Agreement or the Subscription Agreement (as applicable) shall prevail. Capitalized terms used in this summary that are not defined herein shall have the meanings ascribed to them in the Operating Agreement.

Description of interests

Reental America is a series limited liability company incorporated pursuant to Section 18-215 of the Limited Liability Companies Act (LLC). Acquisition of the Shares constitutes an investment solely in the Series and not in Rental America as a whole. Pursuant to the LLC, the Shares, and any future series of shares issued, will be a separate series of shares in a Rental America limited liability company and not a separate legal entity. Although, for accounting, tax, and liability purposes, each Series is considered a single legal entity, Rental America has not issued and will not issue any series shares that confer preemptive, preferential, or other rights not available to Shareholders acquiring Shares in connection with this Offering.

Ownership of the underlying assets will be vested in, or benefit, the corresponding share class. We anticipate that each share class will own its own underlying asset, which will be a single property or purchase agreement. We do not anticipate that the share class will acquire any other property or purchase agreement other than the Underlying Asset. A new share class will be issued for each future property or purchase agreement acquired by Rental America. An investor who invests in this Offering will not have an indirect interest in any asset other than the Underlying Asset unless they also participate in a separate offering related to that other underlying asset.

Section 18-215(b) of the Limited Liability Companies (LLC) Act provides that, if certain conditions are met (including that certain provisions are included in the articles of incorporation and governance of the series limited liability company, and that the records maintained for that series account for the assets associated with that series separately from the assets of the limited liability company or any other series), debts, liabilities, obligations, and expenses incurred, contracted, or otherwise existing with respect to a particular series are enforceable only against the assets of that series and not against the assets of the limited liability company generally or any other series. Accordingly, Rental America expects the Managing Partner to maintain separate and distinct records for each series and its associated assets and liabilities. Therefore, the assets of a series include only the real estate associated with that series and other related assets (e.g., cash reserves). As noted in the section “Risk Factors,” the limitations on interseries liability provided by Section 18-215(b) have never been tested in federal bankruptcy courts, and it is possible that a bankruptcy court may determine that the assets of one series of interests should be applied to satisfy the liabilities of the other series of interests or the liabilities of Rental America in general when the assets of that other series of interests or of Rental America in general are insufficient to satisfy Rental America’s liabilities.

Section 18-215(c) of the Limited Liability Companies (LLC) Act provides that a series of shares incorporated pursuant to Section 18-215(b) may engage in any lawful business, purpose, or activity, except banking, and has the power and capacity to, in its own name, enter into contracts, hold assets (including real, personal, and intangible property), create liens and security interests, and sue and be sued. Rental America intends that each series of shares conduct its business and enter into contracts in its own name, provided that such activities are carried out with respect to a particular series, and ownership of the relevant underlying asset belongs to, or is for the benefit of, the relevant series.

All Interests offered under this Memorandum will be duly authorized and validly issued. Upon full payment of the consideration due for the Interests, as determined by the Managing Partner, Interest Holders will not be required by Rental America to make any further capital contributions to the Series (except for the return of distributions in certain circumstances, as required by Sections 18-215, 18-607, and 18-804 of the Limited Liability Companies Act). Interest Holders have no right of conversion, exchange, sinking fund, redemption, or appraisal, nor any preemptive right to subscribe for any Interests or any preemptive right to distributions.

In general, Interest Holders (which may include Rental America subsidiaries or Borrowers) will participate exclusively in 100% of the available Free Cash Flow derived from the Underlying Asset (as described in the "Distribution Rights" section below). Rental America subsidiaries may acquire RentalTokens in the Offering at the same price as other Investors. Rental America subsidiaries may sell the shares acquired in the Offering at any time after the Offering's final closing.

An Investor in this Offering will acquire a stake in the Series and not, for the avoidance of doubt, in (i) Rental America, (ii) any other series of stakes other than the Series, (iii) the Managing Partner, (iv) the RentalToken Website, or (v) the Underlying Asset or any underlying assets owned by any other series of stakes. While our RentalTokens will not be immediately listed on a stock exchange or alternative trading system ("ATS") and a liquid market cannot be guaranteed for RentalTokens, we plan to create our own trading platform or partner with an existing website to enable trading of RentalTokens (review additional liquidity-related risks in the "Risk Factors" section).

Additional issuance of interest

Interests are offered and sold only pursuant to this Memorandum. The Operating Agreement stipulates that Rental America may issue a maximum of 7,000 Interests to a maximum of 7,000 purchasers (of which a maximum of 500 may be non-accredited investors). The Manager has the option to issue additional Interests (beyond those issued in connection with this Offering) on the same terms as the Interests offered hereunder, as required from time to time to cover any Operating Expenses that exceed the income generated by the Underlying Asset.

Distribution rights

The Manager has the sole authority to determine what Free Cash Flow distributions, if any, will be made to Interest Holders, unless otherwise limited by law or the Operating Agreement. Rental America expects the Manager to distribute Free Cash Flow semi-annually, as set forth below. However, the Manager may, at its sole discretion, modify the timing of distributions or determine that no distributions will be made.

Any Free Cash Flow generated by the Series from the ownership and lease of the Underlying Asset shall be applied, with respect to the Series, in the following order of priority:

- reimburse any outstanding amount under the Operating Expense Reimbursement Obligation plus accrued interest;
- Subsequently, create the reserves that the Manager deems necessary, at their sole discretion, to cover future Operating Expenses; and
- subsequently, 100% (net of corporate income taxes applicable to the Series) through distribution to Interest Holders, which may include Underlying Asset Borrowers or Rental America affiliates.

The Limited Liability Companies Act (Section 18-607) provides that a partner who receives a distribution with respect to a series and knew at the time of the distribution that it violated the Limited Liability Companies Act will be liable to the series for the amount of the distribution for three years. Under the Limited Liability Companies Act, a series limited liability company may not make a distribution with respect to a series to a partner if, after the distribution, all the liabilities of that series, except for liabilities to partners for their interests in the limited liability company with respect to that series and liabilities for which creditors' recourse is limited to specific assets of that series, exceed the fair value of the assets of that series. For the purpose of determining the fair value of series assets, the Limited Liability Companies Act provides that the fair value of liability series assets for which creditors have limited recourse shall be included in series assets only to the extent that the fair value of such assets exceeds the non-recourse liability. Under the Limited Liability Companies (LLC) Act, an assignee who becomes a substitute member of a company is liable for the assignor's obligations to make contributions to Rental America, except that the assignee is not bound by obligations unknown to it at the time it became a member and which could not be determined from the operating agreement.

Without redemption clauses

Interest payments are non-refundable.

No registration fees

There are no registration rights with respect to the Interests.

Limited voting rights

The Managing Partner is not required to hold an annual shareholders' meeting. The Operating Agreement stipulates that the Managing Partner may call shareholders' meetings and that a person designated by the Managing Partner will act as chairman of such meetings. Shareholders do not have voting rights as shareholders in Rental America or in any series, except with respect to:

- the dissolution of Rental America following the justified dismissal of the managing partner; and
- an amendment to the Operating Agreement that:
 - o grant any person the right to dissolve Rental America.

When entitled to vote on a matter proposed by the Managing Member, each interest holder shall be entitled to one vote for each interest he or she holds on all matters submitted to a vote of the interest holders of an applicable series, as appropriate.

The consent of majority Interest Holders is required for any modification of the Operating Agreement that could adversely change Series rights, result in mergers, consolidations, or conversions of the Series, and for any other matter that the Managing Member, in its sole discretion, determines will require the approval of Interest Holders voting as a separate class.

Rental America's subsidiaries (if they hold shares in any series) may vote as shareholders on any matter submitted to them. The submission of any Rental America shares or any series to a shareholder vote must be approved in advance by the Managing Partner, and no amendment to the Operating Agreement may be made without the Managing Partner's prior approval that diminishes the Partner's rights or increases their obligations under the Agreement.

The Managing Partner has broad authority to take action with respect to Rental America and any series. See the section "Directors, Executive Officers, and Significant Employees: The Managing Partner" for further information. Except as set forth above, the Managing Partner may amend the Operating Agreement without shareholder approval to, among other things, reflect the following:

- the merger of Rental America, or the transfer of all assets to a newly formed entity, if the sole purpose of such merger or transfer is to effect a mere change in legal form to another limited liability entity;
- a change that the Managing Member determines is necessary or appropriate to implement any state or federal statute, rule, guidance, or opinion;
- a change that the Managing Member determines is necessary, desirable, or appropriate to facilitate the negotiation of interests;
- a change that the Managing Partner determines is necessary or appropriate for Rental America to qualify as a limited liability company under the laws of any state or to ensure that each series will continue to qualify as a corporation for U.S. federal income tax purposes;
- an amendment that the Managing Partner determines, based on the advice of counsel, is necessary or appropriate to prevent Rental America, the Managing Partner, or officers, agents, or trustees from being subject in any way to the provisions of the Investment Companies Act, the Investment Advisers Act, or the "plan asset" regulations adopted under ERISA, whether or not they are substantially similar to the plan asset regulations currently in force or proposed;
- any modification that the Managing Partner determines is necessary or appropriate for the authorization, establishment, creation or issuance of any additional series;
- a modification made, required or contemplated by a merger agreement that has been approved under the terms of the Operating Agreement;
- any modification that the Managing Member determines is necessary or appropriate for the formation by Rental America of, or its investment in, any corporation, partnership, or other entity, as otherwise permitted by the Operating Agreement;
- a change in the fiscal year or tax year and related changes; and
- any other modification that the Managing Member deems necessary or appropriate to enable it to exercise its authority under the Agreement.

In each case, the Managing Member may make such modifications to the Operating Agreement provided that it determines that such modifications:

- do not adversely affect the holders of interests (including any particular series of interests compared to other series of interests) in any material respect;
- are necessary or appropriate to satisfy any requirement, condition, or guideline contained in any opinion, directive, order, resolution, or regulation of any federal or state agency or judicial authority or contained in any federal or state statute;
- are necessary or appropriate to facilitate the trading of interests or to comply with any rule, regulation, guideline or requirement of any stock exchange on which the interests may be listed for trading, compliance with which the Managing Member considers to be in the best interest of Rental America and the interest holders;
- are necessary or appropriate for any action taken by the Managing Partner in connection with divisions or combinations of interests pursuant to the provisions of the Operating Agreement; or
- are required to give effect to the intention expressed in this Memorandum or the intention of the provisions of the Operating Agreement or that are otherwise contemplated in the Operating Agreement.

In addition, the Managing Member retains sole discretion to create and establish the terms of any new series and will have the exclusive power to acquire, manage, and dispose of the underlying asset of each series.

Liquidation rights

The Operating Agreement stipulates that Reental America will remain in existence until the earliest of the following events occurs: (i) the Managing Partner's election to dissolve it; (ii) the sale, exchange, or other disposition of substantially all of Reental America's assets; (iii) the enactment of a court order dissolving Reental America; and (iv) at any time Reental America no longer has any partners, unless the business continues pursuant to the Limited Liability Companies (LLC) Act. Under no circumstances may Reental America be dissolved pursuant to Section 18-801(a)(3) of the LLC Act (i.e., by a vote of partners holding more than two-thirds of Reental America's profits).

A series shall remain in effect until the earliest of the following events occurs: (i) the dissolution of Rental America; (ii) the election of the Managing Partner to dissolve the series; (iii) the sale, exchange, or other disposition of substantially all of the assets of the series; or (iv) at any time the series no longer has any members, unless the business continues pursuant to the Limited Liability Companies (LLC) Act. Under no circumstances may a series of shares be dissolved pursuant to Section 18-801(a)(3) of the LLC Act (i.e., by a vote of members holding more than two-thirds of the profit shares in the series of shares).

In the event of such an event, the Managing Partner (or a liquidator appointed by the Managing Partner) will settle the affairs of the share series or Reental America as a whole, as applicable, and liquidate its assets. Upon the liquidation of a share series or Reental America as a whole, as applicable, the underlying assets will be liquid and any after-tax proceeds will be distributed: (i) first, to any external creditor; (ii) second, to any creditor that is the Managing Partner or its affiliates (for example, the repayment of any outstanding Operating Expense Reimbursement Obligation); and subsequently, 100% to the holders of shares in the relevant share series, allocated pro rata based on the number of shares held by each holder (which may include Reental America's affiliates and the Borrower, and whose distribution within a series will be made according to any preferences that may exist within that series).

Transfer restrictions

The Interests are subject to transferability restrictions. An Interest Holder may not transfer, assign, or pledge their Interests without the Managing Partner's consent. The Managing Partner may withhold consent at its sole discretion, including when it determines that such transfer, assignment, or pledge would result in (a) more than 2,000 beneficial owners of the Series or more than 500 beneficial owners of the Series who are not "accredited investors," (b) the Series assets being considered "plan assets" for ERISA purposes, (c) the U.S. federal tax treatment of Reental America and the Series being altered, or (d) Reental America, the Series, or the Managing Partner being subject to additional regulatory requirements. The holder of the transferring interests is responsible for all costs and expenses arising from any proposed transfer (regardless of whether such sale is completed or not), including legal fees incurred by Rental America or any broker or agent, costs or expenses related to any legal opinion, and transfer taxes and processing fees.

In addition, unless Reental America Interests are listed for trading, there are restrictions on the holder's ability to pledge or

transfer them. There is no guarantee that we will or will be able to register the Interests for resale. Therefore, investors may be required to hold their Interests indefinitely. Please refer to the Subscription Agreement (Exhibit C) for further information regarding these restrictions. The ReentalToken Series RNT SPV-14, LLC (NCA-1) smart contracts issued under this Offering to represent the Interests will incorporate a statement setting forth these transfer restrictions and any other statements required by state or foreign securities laws.

Agreement to be bound by the operating agreement; Power of attorney

By acquiring Shares, the Investor will be admitted as a member of Reental America and will be subject to the provisions of the Operating Agreement, being considered a party thereto. Pursuant to the Operating Agreement, each Investor grants the Managing Partner a power of attorney to, among other things, execute and file the documents necessary for the qualification, continuation, or dissolution of Reental America. The power of attorney also grants the Managing Partner the authority to make certain modifications, as well as to execute and deliver any other document that may be necessary or appropriate to comply with the provisions or purposes of the Operating Agreement.

Duties of officers

The Operating Agreement stipulates that, unless otherwise specified therein, the assets, affairs, and business of each share class will be managed under the direction of the Manager. The Managing Partner has the power to appoint the directors, who have the authority, exercise the powers, and perform the functions specified in the Operating Agreement or as otherwise specified by the Managing Partner. The Managing Partner will be designated as the Manager of each share class to manage the underlying assets.

Books and reports

Rental America will maintain proper accounting records for the company at its main offices. These records will be kept, for both tax and financial reporting purposes, in a manner that permits the preparation of financial statements in accordance with GAAP. For financial reporting and tax purposes, the fiscal year and the fiscal year are considered to be the calendar year, unless the Managing Partner determines otherwise in accordance with the Internal Revenue Code.

The Series RNT SPV-14, LLC (NCA-1) will elect and qualify, and the Company intends that each future Series will elect and qualify, to be taxed as a corporation under the Internal Revenue Code of 1986.

We will provide annual and semi-annual financial reports, as well as the periodic reports due as of May 27, 2026, electronically through the ReentalToken website. As the documents and periodic reports due as of May 27, 2026, become available, we will notify stakeholders by email or through a message on the ReentalToken website with instructions on how to retrieve the periodic reports due as of May 27, 2026, and the documents. If our email notification is returned as "undeliverable," we will contact the stakeholder to obtain an email address due as of May 27, 2026. We will provide copies to stakeholders by email or in hard copy at any time upon request. The content of the ReentalToken website is not incorporated by reference into, nor forms part of, this Memorandum.

The documentation will be available separately using IPFS. IPFS provides a high-performance, content-addressed system. block storage model, with content addressed hyperlinks. Through IPFS, all necessary documents proving ownership of real estate by ReentalToken stakeholders can be accessed on the Ethereum blockchain via the internet, anytime, anywhere. Rental America plans to implement an IPFS system for Series investment documentation soon. Detailed information about this process will be provided to stakeholders.

Exclusive jurisdiction

Any dispute relating to the Operating Agreement shall be subject to the exclusive jurisdiction of the Florida Court of Equity, and each Investor agrees not to bring any such claim in any other jurisdiction. If an Interest Holder brings a claim against Rental America or the Managing Partner under the Operating Agreement, it must be brought before the Florida Court of Equity.

rental tokens; Series RNT SPV-14, LLC (NCA-1) ReentalTokens

In this Offering, Interest will be issued in the form of ReentalTokens, and the Series ReentalTokens will be issued as Series RNT SPV-14, LLC (NCA-1) ReentalTokens. The terms of the Series RNT SPV-14, LLC (NCA-1) ReentalTokens are derived from the smart contracts, our Operating Agreement, and the Series RNT SPV-14, LLC (NCA-1) agreement.

The Series Interests will be issued in the form of electronic digital tokens, which are, in effect, digital shares in limited liability companies. The ReentalTokens Series RNT SPV-14, LLC (NCA-1) will be issued as Ethereum-based smart contracts on the Ethereum blockchain. The ReentalTokens Series RNT SPV-14, LLC (NCA-1) will be a new series of Ethereum-based smart contract digital tokens that comply with the ERC-20 protocol standard, modified to meet the transfer restriction requirements of applicable U.S. securities legislation. While we currently propose that the ReentalTokens Series RNT SPV-14, LLC (NCA-1) utilize the Ethereum blockchain, we reserve the right, at our sole discretion, to issue them on another blockchain network under a different smart contract token protocol, other than ERC.

As of May 27, 2026, the date of this Memorandum, no ReentalTokens Series RNT SPV-14, LLC (NCA-1) have been issued. Upon the effective date of this Offering, the issuance and placement of 11,000 ReentalTokens Series RNT SPV-14, LLC (NCA-1), representing the same number of Participations, is anticipated.

Since the ReentalTokens Series RNT SPV-14, LLC (NCA-1) are digital representations of our Interests, the rights of the holders of our ReentalTokens Series RNT SPV-14, LLC (NCA-1) derive from two sources: our Operating Agreement and the ReentalToken Series RNT SPV-14, LLC (NCA-1), which sets forth the terms of the Interests, whether held in token form or not, and the ERC-20 smart contract, modified to comply with transfer restriction requirements under applicable U.S. securities law, which sets forth the terms under which the holders of the ReentalTokens Series RNT SPV-14, LLC (NCA-1) will hold them. There is no substantial difference between the rights to the Interests held as ReentalTokens Series RNT SPV-14, LLC (NCA-1) and the rights to the Interests held directly. In addition to specifying the form of holding and transfer of the ReentalTokens of the RNT SPV-14, LLC (NCA-1) Series, the smart contract does not confer any rights or restrictions on holders of ReentalTokens of the RNT SPV-14, LLC (NCA-1) Series that differ from those of investors who do not hold Interests in token form.

Each Series RNT SPV-14, LLC (NCA-1) RentalTokens confers upon the holder of the Series RNT SPV-14, LLC (NCA-1) RentalTokens the same rights conferred upon the holder of an Interest, namely:

- The limited right to one vote at a meeting of the Members of Rental America or Series or in any shareholder resolution, as described in the Operating Agreement and Series RNT SPV-14, LLC (NCA-1);
- The right to an equal share in any dividend paid by the Series; and
- The right to an equal share in the distribution of Rental America's surplus assets in the event of its liquidation.

ReentalTokens of the RNT SPV-14, LLC (NCA-1) Series will be delivered to Digital Wallet addresses on the Ethereum Blockchain and will be governed by ReentalToken smart contracts. We do not control the Ethereum Blockchain or Investors' Digital Wallets.

The ReentalToken smart contract protocol or code is based on the ERC-20 standard, modified to comply with the transfer restriction requirements of applicable U.S. securities legislation and to limit the ability of Digital Wallet holders to transfer or modify the amount of ReentalTokens Series RNT SPV-14, LLC (NCA-1) in a Digital Wallet. Our ReentalToken smart contract code, which is proprietary and will not be publicly disclosed at this time, was created under the ERC-20 protocol, modified to comply with applicable securities legislation governing the transfer and sale of securities. Our ERC-20-based code is fully developed and available for use as the basis for our ReentalToken smart contracts. Ownership of the interests recorded by the ReentalToken smart contracts can only be modified by the Series. Investors who have lost access to their ReentalTokens Series RNT SPV-14, LLC (NCA-1) (for various reasons) may cancel and reissue them by submitting a notarized affidavit to the Series, attached to the letter, explaining the loss and providing a new Ethereum Digital Wallet address (if required). The Series will publish the number of tokens issued on the Ethereum Blockchain.

We do not anticipate conducting a cybersecurity audit of the ReentalToken smart contract. We believe that because all ReentalToken purchasers will be whitelisted and all transactions involving them will be logged, tracked, and reversed, the risk of loss from a potential hack of a ReentalToken smart contract or a digital wallet containing them will be mitigated.

Since the ReentalTokens of the RNT SPV-14, LLC (NCA-1) Series represent our interests, the ReentalTokens smart contracts do not limit the number of ReentalTokens of the RNT SPV-14, LLC (NCA-1) Series that can be created. The total potential number of ReentalTokens of the RNT SPV-14, LLC (NCA-1) Series will depend on corporate law and will be increased or divided in accordance with the laws of the State of Florida, our Operating Agreement, and the RNT SPV-14, LLC (NCA-1) Series.

Initially, according to the terms of the RentalToken smart contracts, a single RentalToken Series RNT SPV-14, LLC (NCA-1) cannot be divided into fractional tokens, and only whole RentalTokens Series RNT SPV-14, LLC (NCA-1) can be transferred or accepted. However, in the future, we may allow RentalTokens Series RNT SPV-14, LLC (NCA-1) to be divided into up to ten (10) decimal places.

Our RentalToken smart contract architecture consists of three components: an underlying asset contract, a security token contract, and a KYC/AML registry. Appendix B provides a detailed analysis of this RentalToken smart contract framework.

List

The Interests, evidenced by the RentalTokens Series RNT SPV-14, LLC (NCA-1), are restricted securities and are not currently listed or quoted for trading on any national stock exchange, ATS or national quotation system.

We intend to list RentalTokens Series RNT SPV-14, LLC (NCA-1) in the future on one or more ATSS or other SEC-registered exchanges for trading unregistered securities that have the technological capacity to handle security token trading. If RentalTokens Series RNT SPV-14, LLC (NCA-1) are listed on any such exchange, one or more of our affiliates (or other parties) may engage in market-making activities with respect to RentalTokens Series RNT SPV-14, LLC (NCA-1). There is no guarantee that our attempts to list RentalTokens Series RNT SPV-14, LLC (NCA-1) on such ATSS or other exchanges will be successful, or that an active trading market for RentalTokens Series RNT SPV-14, LLC (NCA-1) will develop or, if developed, be sustained. Currently, there is no public market for RentalTokens Series RNT SPV-14, LLC (NCA-1) and it is possible that a market may never develop, which could cause RentalTokens Series RNT SPV-14, LLC (NCA-1) to trade at a discount and make it difficult for RentalTokens Series RNT SPV-14, LLC (NCA-1) holders to sell them.

Securities Act Restrictions

The RentalTokens Series RNT SPV-14, LLC (NCA-1) are not registered under the Securities Act or any securities law of any state or jurisdiction worldwide. Unless registered, they may not be offered or sold except as an exemption from the registration requirements of the Securities Act and other applicable securities laws, or in a transaction not subject to them. Accordingly, the RentalTokens Series RNT SPV-14, LLC (NCA-1) are offered and sold only in jurisdictions where such registration or qualification is not required, even subject to applicable exemptions that generally limit the number of investors eligible to acquire them and restrict their resale. Accordingly, the RentalTokens Series RNT SPV-14, LLC (NCA-1) are initially offered and sold only (1) to "accredited investors" (as defined in Regulation D) pursuant to Regulation D, in each instance, in a private transaction under the exemption from the Securities Act registration requirements provided in Regulation D pursuant to the Securities Act, and (2) outside of the United States to investors who are not "U.S. persons" in offshore transactions pursuant to Regulation S pursuant to the Securities Act.

Digital Notices

RentalTokens Series RNT SPV-14, LLC (NCA-1) are digital instruments and, as such, will not contain legends. However, purchasers (including secondary purchasers) of RentalTokens Series RNT SPV-14, LLC (NCA-1) will be provided with information regarding transfer restrictions, including the legends detailed below, and, at a minimum, will be required to acknowledge their understanding of the information and provide Rental America with certain representations regarding their investor status and location. Each RentalToken Series RNT SPV-14, LLC (NCA-1) will incorporate legends that essentially address the following:

THIS SECURITY, *THAT IS TO SAY*, THE CARD (THE "**CARDS**"), HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**LAW OF VALUES**"), NOR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY, NOR ANY INTEREST OR PARTICIPATION IN IT, MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, GUARANTEED, OR OTHERWISE ALIENATED UNDER ANY CIRCUMSTANCES. EACH HOLDER OF THIS SECURITY, BY ACCEPTANCE HERETO, REPRESENTS THAT (A) HE IS AN "ACCREDITED INVESTOR" (AS DEFINED IN REGULATION D UNDER THE SECURITIES ACT) OR (B) HE IS NOT A "U.S. PERSONAL INVESTOR" AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S OF THE SECURITIES ACT AND IN ACCORDANCE WITH OTHER APPLICABLE LAWS. IN THE JURISDICTION IN WHICH SAID ACQUISITION TAKES PLACE.

THE TOKENS, WHEN ISSUED, WILL BE ISSUED IN A TRANSACTION EXEMPT FROM

REGISTRATION UNDER THE SECURITIES ACT, AND MAY NOT BE TRANSFERRED IN THE UNITED STATES TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT (“**REGULATIONS S**”)) EXCEPT BY VIRTUE OF AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS. EXCEPT AS SET FORTH BELOW, THE TOKENS SHALL NOT BE EXCHANGEABLE FOR TOKENS THAT ARE NOT SUBJECT TO A LEGEND CONTAINING TRANSFER RESTRICTIONS UNTIL THE EXPIRATION OF THE APPLICABLE ONE-YEAR TERM.**DISTRIBUTION COMPLIANCE PERIOD**“(AS MEANT BY REGULATION S) AND THEN ONLY BY CERTIFICATION IN A FORM REASONABLY SATISFACTORY TO THE BORROWER AND ITS TRANSFER AGENT, IF ANY, THAT SUCH TOKENS ARE OWNED BY NON-AMERICAN PERSONS OR BY U.S. PERSONS WHO ACQUIRED SUCH INTERESTS IN A TRANSACTION THAT DID NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT. THE HOLDER OF ANY TOKENS AGREES NOT TO OFFER, SELL, OR OTHERWISE TRANSFER SUCH TOKENS BEFORE THE EXPIRATION OF THE ONE-YEAR HOLDING PERIOD APPLICABLE WITH RESPECT TO RESTRICTED SECURITIES SET FORTH IN RULE 144 UNDER THE SECURITIES ACT (THE “**TERMINATION OF RESALE RESTRICTION May 27, 2026**”), ONLY (A) TO THE BORROWER OR ANY OF THE BORROWER’S AFFILIATES, (B) IN ACCORDANCE WITH A REGULATORY SALE, OR (C) IN ACCORDANCE WITH A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES LAW, SUBJECT, IN EACH OF THE FOREGOING CASES, TO ANY STATUTORY REQUIREMENT THAT THE DISPOSITION OF YOUR PROPERTY OR THE OWNER’S PROPERTY OF SUCH ACCOUNT(S) BE AT ALL TIMES UNDER YOUR CONTROL AND, IN EACH CASE, IN COMPLIANCE WITH THE APPLICABLE SECURITIES LAWS OF ANY APPLICABLE JURISDICTION. HEDGING TRANSACTIONS INVOLVING THE TOKENS MAY NOT BE ENTERED INTO UNLESS IN COMPLIANCE WITH THE LAW OF VALUES.

This section reveals all the material terms of smart contracts.

IMPORTANT UNITED STATES TAX CONSIDERATIONS

The following summary outlines the U.S. federal income tax consequences of the ownership and disposal of the Participations to U.S. holders, but it is not intended to be a comprehensive analysis of all possible related tax considerations. This summary is based on the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), Treasury regulations issued thereunder, administrative rulings, and court decisions, all in effect as of May 27, 2026. These provisions could change, possibly retroactively, to result in U.S. federal income tax consequences different from those described below. We have not sought a ruling from the Internal Revenue Service (the "IRS") regarding the statements and conclusions in the following summary, and there is no assurance that the IRS would agree with those statements and conclusions.

This summary also does not address tax considerations arising from the laws of any U.S. state or local jurisdiction, or any jurisdiction outside the United States, or from U.S. federal gift and estate tax laws. Furthermore, this analysis does not address tax considerations applicable to an investor's particular circumstances or to investors who may be subject to special tax rules, including, but not limited to:

- banks, insurance companies or other financial institutions;
- persons subject to the alternative minimum tax;
- tax-exempt organizations;
- Securities and currency traders;
- securities traders who choose to use a market-value valuation method to account for their securities holdings;
- certain former citizens or long-term residents of the United States;
- persons who hold the Interests as a position in a hedging transaction, "straddle", "conversion transaction" or other risk reduction transaction;
- persons who do not hold the Interests as a capital asset within the meaning of Section 1221 of the Code (generally, for investment purposes); or
- persons considered sellers of the Interests in accordance with the constructive sale provisions of the Code.

Furthermore, if a partnership, including any entity or arrangement, domestic or foreign, classified as a partnership for U.S. federal income tax purposes, holds shares, a partner's tax treatment will generally depend on their status and the partnership's activities. Therefore, partnerships that hold shares, and their partners, should consult with their tax advisors.

You are advised to consult your tax advisor regarding the application of United States federal income tax laws to your particular situation, as well as the tax consequences of the purchase, ownership, and disposal of Interests arising from United States federal estate or gift tax rules or the laws of any United States state or local tax jurisdiction or any foreign tax jurisdiction or any applicable tax treaty.

Taxation of each series of shares as a "C" company

Rental America, although incorporated as a Floridare series limited liability company eligible for partnership tax treatment, has elected to have each series of shares taxed as a "C" corporation under Subchapter C of the Code for all federal and state tax purposes. Therefore, each series of shares will be taxed at regular corporate rates on its income before any distributions to shareholders are made, as described below.

Taxation of distributions to investors

A "U.S. Holder" includes an owner-beneficiary of Interests who is, for U.S. federal income tax purposes, an individual citizen or resident of the United States. Distributions to U.S. Holders of Series' Current or accumulated earnings and profits will be taxable as dividends.

A U.S. Holder who receives a distribution that constitutes "qualified dividend income" may be entitled to reduced rates of federal income tax on that distribution. U.S. Holders are urged to consult with their tax advisors regarding the classification of corporate distributions as "qualified dividend income." Distributions that exceed the Series' Current and accumulated

earnings and profits will not be subject to tax for a U.S. Holder to the extent that distributions do not exceed the adjusted taxable income of the U.S. Holder.' Interests of s. Rather, such distributions will reduce the adjusted base of said U.S. Holder.' Interest. Distributions in excess of current and accumulated earnings and profits that exceed the U.S. Holder.' The adjusted basis of your Participations will be taxable as a capital gain to the extent of that excess if the Participations are held as a capital asset. In addition, pursuant to Section 1411 of the Code, a U.S. Owner may be subject to an additional 3.8% tax (the "3.8% NIIT") on certain investment income. Generally, for individuals, this tax is 3.8% of the lower of the following amounts: (i) the taxpayer's "net investment income" or (ii) the taxpayer's excess' Adjusted gross income above the applicable threshold amount (\$250,000 for married taxpayers filing jointly, \$127,000 for married individuals filing separately, and \$200,000 for most other taxpayers). In the case of an estate or trust, the 3.8% tax will be levied on the lesser of (x) the undistributed net investment income of the estate or trust for the tax year, or (y) the excess of the adjusted gross income of the estate or trust for that tax year over an initial dollar amount (currently \$12,750) of the highest tax bracket for that year). Under Section 1411(c) of the Code, dividends are included as investment income in determining "net investment income."

Interest holders who are not U.S. holders (e.g., non-U.S. persons or corporations) may be subject to U.S. withholding tax on dividend payments of 30 percent (or a lower rate fixed by treaty between the U.S. and the holder).' The rules regarding the taxation of non-U.S. persons who own interests in a U.S. corporation are extremely complex, and non-U.S. holders are strongly encouraged to consult with their own tax advisors about the potential federal income tax consequences of holding the interests.

Taxation of Transfers of Interests

In the event of a sale or taxable disposal of Shares, a U.S. Holder shall recognize a gain or loss for federal income tax purposes on the disposal, equal to the difference between the cash and the fair market value of any property received in such disposal, and the U.S. Holder's adjusted taxable base on the Shares. A U.S. Holder's adjusted taxable base on the Shares generally equals the initial amount paid for the Shares, less the amount of any distribution to the Investor that exceeds current or accumulated earnings and profits of Rental America. In calculating the gain or loss, the proceeds received by U.S. Holders shall include the cash and fair market value of any other property received for their Shares, as well as the amount of any actual or implied relief from debt encumbering their Shares. The gain or loss shall be considered a long-term capital gain or loss if the Shares are held for more than one year before disposal. Long-term capital gains of individuals, estates, and trusts are currently taxed at a maximum rate of 20% (plus any applicable state income tax) plus 3.8% Individual Income Tax (NIIT). The deductibility of capital losses may be subject to limitations and depends on the individual circumstances of each U.S. taxpayer; the effect of such a limitation may be to defer or eliminate any tax benefit that might otherwise be realized from a loss on the sale of interest. Capital losses are deducted first from capital gains, and for non-corporate taxpayers, the remaining losses are deductible from wages or other service income or portfolio investment income, up to a maximum of \$3,000 per year.

Disposals of interests by non-U.S. holders are generally not subject to federal income tax, unless they are made under a Trading or doing business in the U.S., or through an office or other place of business in the U.S. The tax rules for non-U.S. persons who hold interests in a U.S. corporation are very complex, and non-U.S. holders are strongly advised to consult with their tax advisors regarding the potential federal income tax on any disposal of interests.

Backup retention and information reporting

Rental America and/or the Series are generally required to report annually to the IRS the amount of dividends paid, their name and address, and the amount of taxes withheld, if applicable. A similar report will be sent to you.

Dividend payments or payments from the sale of interest made to you may be subject to additional reporting and backup withholding at the current rate of 28%, unless you establish an exemption. Notwithstanding the foregoing, backup withholding and reporting may apply if we or our paying agent have actual knowledge, or reason to know, that you are a U.S. citizen. The additional withholding is not additional tax; rather, the U.S. income tax liability of the individuals subject to it will be reduced by the amount withheld. If the withholding results in an overpayment of tax, a refund or credit can generally be obtained from the IRS, provided the required information is timely supplied.

The foregoing discussion regarding U.S. federal tax considerations is for informational purposes only. It does not constitute tax advice. Each prospective investor should consult their own tax advisor regarding the U.S. federal, state, local, and foreign tax consequences, if any, arising from the acquisition, holding, and disposal of the Interests, including the consequences of any proposed changes to applicable legislation.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

The statements contained in this Memorandum constitute only a brief summary of certain provisions of the referenced documents and the contemplated transactions. These statements are not intended to be a complete description of all the terms and conditions of those documents and are qualified in their entirety by reference to them. As with any summary, some details and exceptions have been omitted. If any statement in this Memorandum conflicts with any of the terms of those documents, the terms of those documents shall prevail. The documents are referenced for a complete understanding of their contents. Copies of all documents relating to the transaction described in this Memorandum may be obtained from Rental America at the address indicated below. Each prospective investor and their advisor are invited and encouraged to inquire of us regarding the terms and conditions of the Offering, the structure and operation of RentalTokens Series RNT SPV-14, LLC (NCA-1), and our business, and to request any additional information necessary to verify the information contained in this Memorandum. We will endeavor to provide answers and relevant information to the extent that we possess or are able to obtain it, without undue effort or expense. Prospective investors may be required to sign confidentiality agreements as a prerequisite for reviewing documents that we determine contain confidential, proprietary, or sensitive information. To obtain such information or to arrange consultations, prospective investors may contact us at the following address:

Rental America Series, LLC

Saltiel Legal Group
201 Alhambra Circle, Suite #1050
Coral Gables, Florida 33134
(305) 735-6565

APPENDIX A-JURISDICTIONAL NOTICES

NOTICE TO RESIDENTS OF THE UNITED STATES AND TO “AMERICAN PERSONS”

THE OFFERING AND SALE OF REENTALTOKENS IS NOT CURRENTLY REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “LAW OF VALUES,” OR UNDER THE SECURITIES LAWS OF ANY STATE THEREBY. REENTALTOKENS MAY NOT BE OFFERED, SOLD, OR OTHERWISE TRANSFERRED, UNDERTAKEN, OR MORTGAGED WITHIN THE UNITED STATES OR TO A “UTE. PERSON” (AS DEFINED IN REGULATIONS PROMULGATED UNDER THE SECURITIES ACT), EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS CONFORMING TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREOF.

NASA UNIFORM LEGEND

When making an investment decision, investors should rely on their own analysis of the company and the terms of the offering, including the advantages and risks involved. These tokens have not been recommended by any federal or state securities commission or any other regulatory authority. Furthermore, the aforementioned authorities have not confirmed the accuracy or determined the suitability of this document. Any statement to the contrary constitutes a criminal offense. These securities are subject to transferability and resale restrictions and may not be transferred or resold except as permitted by the securities law and applicable state securities laws, pursuant to the registration or exemption. Prospective investors should be aware that they will be assuming the financial risks associated with this investment indefinitely.

NOTICE TO AUSTRALIA RESIDENTS

REENTALTOKENS ARE NOT "SECURITIES" FOR THE PURPOSES OF SECTION 6D OF THE COMPANIES ACT 2001 (CTH) (OR THE COMPANIES ACT). NO PROSPECTUS, PRODUCT DISCLOSURE STATEMENT, OR OTHER DISCLOSURE DOCUMENT HAS BEEN FILED WITH THE AUSTRALIAN SECURITIES AND INVESTMENT COMMISSION (ASIC) IN CONNECTION WITH THIS OFFERING OF REENTALTOKENS. ANY OFFER IN AUSTRALIA OF REENTALTOKENS MAY ONLY BE MADE TO “WHOLESALE CUSTOMERS” (WITH THE MEANING OF SECTIONS 761G AND 761GA OF THE COMPANIES ACT) AND ANY PERSON IN AUSTRALIA REQUESTING TO BE ALLOCATED WITH REENTALTOKENS UNDER THIS OFFER WARRANTS TO THE BORROWER OF THE REENTALTOKENS THAT HE IS A “WHOLESALE CUSTOMER” (WITH THE MEANING OF SECTIONS 761G AND 761GA OF THE COMPANIES ACT). The Rentaltokens must not be offered for sale in Australia for 12 months following their allocation on May 27, 2026, under this offer to any "retail customer" (within the meaning of Sections 761g and 761ga of the Companies Act). Any investor acquiring the Rentaltokens must comply with Australian restrictions on sale.

NOTICE TO RESIDENTS OF BRAZIL

The Rentaltokens have not been and will not be issued, placed, distributed, offered, or publicly traded in the Brazilian capital markets. The issuance of the Rentaltokens has not been and will not be registered with the Brazilian Securities and Exchange Commission (“CVM”). Any public offering or distribution, as defined by Brazilian laws and regulations, of the Reentaltokens in Brazil is not legal without prior registration under Brazilian law and CVM regulations. Documents related to the Reentaltokens offering, as well as the information contained therein, may not be made available to the public in Brazil (since the Reentaltokens offering is not a public offering of securities in Brazil), nor used in connection with any offer to buy or sell the Reentaltokens to the public in Brazil. Therefore, the Company has not REENTALTOKENS ARE NOT OFFERED OR SOLD, AND WILL NOT OFFER OR SELL THEM IN BRAZIL, EXCEPT IN CIRCUMSTANCES THAT DO NOT CONSTITUTE A PUBLIC OFFERING, PLACEMENT, DISTRIBUTION OR TRADING OR AN UNAUTHORIZED DISTRIBUTION OF SECURITIES IN THE BRAZILIAN CAPITAL MARKETS REGULATED BY BRAZILIAN LAW.

Individuals wishing to offer or acquire rental shops within Brazil should consult with their own lawyer regarding the applicability of registration requirements or any exemptions therefrom.

NOTICE TO RESIDENTS OF THE EUROPEAN ECONOMIC AREA

WITH REGARD TO THE RESTRICTIONS ON THE SALE OF PUBLIC OFFERINGS UNDER THE PROSPECTUS

DIRECTIVE IN RELATION TO EACH MEMBER STATE OF THE EUROPEAN ECONOMIC AREA THAT HAS IMPLEMENTED THE PROSPECTUS DIRECTIVE (EACH “**RELEVANT MEMBER STATE**”), EFFECTIVE FROM 27 May 2026 INCLUSIVE, WHEN THE BROCHURE DIRECTIVE IS IMPLEMENTED IN THAT RELEVANT MEMBER STATE (THE “**RELEVANT IMPLEMENTATION May 27, 2026**”), THE COMPANY HAS NOT AND WILL NOT MAKE AN OFFER OF REENTALTOKENS SUBJECT TO THE OFFER CONTEMPLATED IN THIS MEMORANDUM TO THE PUBLIC IN THAT RELEVANT MEMBER STATE, EXCEPT THAT, EFFECTIVE FROM AND INCLUDING THE RELEVANT IMPLEMENTATION OF May 27, 2026, IT MAKES AN OFFER OF SUCH REENTALTOKENS TO THE PUBLIC IN THAT RELEVANT MEMBER STATE:

(A) **QUALIFIED INVESTORS:** ANY LEGAL ENTITY THAT IS A QUALIFIED INVESTOR AS DEFINED IN THE PROSPECTUS DIRECTIVE;

(B) **LESS THAN 100 INTENDED FOR THE OFFER:** LESS THAN 100 OR, IF THE CORRESPONDING MEMBER STATE HAS IMPLEMENTED THE RELEVANT PROVISION OF THE 2010 PD AMENDMENT DIRECTIVE, 150, NATURAL OR LEGAL PERSONS (OTHER THAN QUALIFIED INVESTORS AS DEFINED IN THE PROSPECTUS DIRECTIVE), AS PERMITTED BY THE PROSPECTUS DIRECTIVE; OR

(C) **OTHER EXEMPT OFFERS:** IN ANY OTHER CIRCUMSTANCES THAT FALL WITHIN SECTION 3(2) OF THE PROSPECTUS DIRECTIVE; PROVIDED THAT NO NOTE OFFER REQUIRES THE BORROWER OR MANAGER TO PUBLISH A PROSPECTUS IN ACCORDANCE WITH SECTION 3 OF THE PROSPECTUS DIRECTIVE OR TO SUPPLEMENT A PROSPECTUS IN ACCORDANCE WITH SECTION 16 OF THE PROSPECTUS DIRECTIVE.

For the purposes of this provision, the expression "offer of re-enthaltokens to the public" in relation to any re-enthaltoken in any relevant Member State means the communication, in any form and by any means, of sufficient information about the terms of the offer and the re-enthaltokens to be offered to enable an investor to decide to purchase or subscribe for the re-enthaltokens, as it may vary in that Member State by any measure implementing the Prospectus Directive in that Member State. The expression "Prospectus Directive" means Directive 2003/71/EC (and its amendments, including Directive AMENDING THE 2010 LAW, TO THE EXTENT THAT IT IS IMPLEMENTED IN THE RELEVANT MEMBER STATE), AND INCLUDES ANY RELEVANT IMPLEMENTING MEASURES IN THE CORRESPONDING MEMBER STATE AND THE EXPRESSION “AMENDING DIRECTIVE TO THE 2010 DP” MEANS DIRECTIVE 2010/73/EU.

NOTICE TO RESIDENTS OF THE BRITISH VIRGIN ISLANDS

The Rentaltokens and any documents used in connection with them do not constitute a public offering of the securities, whether by sale or subscription, in the British Virgin Islands. The company will not conduct business in the British Virgin Islands. The Rentaltokens have not been offered or sold, and will not be offered or sold, directly or indirectly, in the British Virgin Islands, except as permitted by law, without requiring the company to register in the British Virgin Islands.

NOTICE TO CANADIAN RESIDENTS

THIS MEMORANDUM CONSTITUTES AN OFFER FROM THE REENTALTOKENS IN ALL PROVINCES OF CANADA (THE “**CANADIAN JURISDICTIONS**” NO SECURITIES COMMISSION OR SIMILAR AUTHORITY IN CANADA HAS REVIEWED OR IN ANY WAY COMMENTED ON THIS MEMORANDUM OR THE MERITS OF THE REENTALTOKENS AND ANY STATEMENT TO THE CONTRARY IS AN OFFENSE.

The distribution of Rentaltokens in Canadian jurisdictions is conducted solely on a private placement basis and is exempt from the requirement that the Company prepare and file a prospectus with the relevant Canadian securities regulatory authorities. Accordingly, any resale of Rentaltokens must be conducted in accordance with applicable Canadian securities laws, which vary by jurisdiction and may require that resales be conducted in compliance with prospectus and dealer registration requirements or exemptions from such requirements. These resale restrictions may, in certain circumstances, apply to the resale of resale tokens outside of Canada. Canadian investors are advised to seek legal advice before engaging in any resale of resale tokens, both within and outside of Canada.

THE COMPANY IS NOT CURRENTLY, NOR DOES IT INTEND TO BECOME, AN "INFORMING BORROWER," AS DEFINED UNDER APPLICABLE CANADIAN SECURITIES LAW, IN ANY PROVINCE OR TERRITORY OF CANADA. CANADIAN INVESTORS ARE ADVISED THAT THE REENTALTOKENS ARE NOT AND WILL NOT

BE LISTED ON ANY CANADIAN STOCK EXCHANGE, AND THAT THERE IS NO PUBLIC MARKET FOR THE REENTALTOKENS IN CANADA, NOR IS ANY PUBLIC MARKET FOR IT EXPECTED TO EXIST, FOLLOWING THIS OFFERING. CANADIAN INVESTORS ARE FURTHER ADVISED THAT THE COMPANY IS NOT REQUIRED TO FILE, AND DOES NOT CURRENTLY INTEND TO FILE, A PROSPECTUS OR SIMILAR DOCUMENT WITH ANY SECURITIES REGULATORY AUTHORIZING THE RESALE OF THE REENTALTOKENS TO THE PUBLIC IN ANY PROVINCE OR TERRITORY OF CANADA IN CONNECTION WITH THIS OFFERING. THEREFORE, REENTALTOKENS MAY BE SUBJECT TO AN INDEFINITE RETENTION PERIOD UNDER APPLICABLE CANADIAN SECURITIES LAWS, UNLESS THE REALES ARE MADE IN ACCORDANCE WITH THE APPLICABLE PROSPECTUS REQUIREMENTS OR IN ACCORDANCE WITH AN AVAILABLE EXEMPTION FROM SUCH PROSPECTUS REQUIREMENTS.

CANADIAN INVESTOR REPRESENTATIVES

Each Canadian investor who acquires Reentalkokens shall be deemed to have stated that: (I) such investor is a resident of a designated Canadian jurisdiction; (II) to the best of their knowledge, the offer and sale of Reentalkokens were not accompanied by any advertising of the Reentalkokens in any paid, general circulation print media, radio, television or telecommunications, including electronic display, or any other form of advertising in Canada; (III) WHERE REQUIRED BY LAW, SUCH INVESTOR IS PURCHASING REENTALTOKENS AS PRINCIPAL, OR IS DEEMED TO BE PURCHASING AS PRINCIPAL UNDER THE APPLICABLE SECURITIES LAWS OF THE APPLICABLE CANADIAN JURISDICTION, FOR HIS OWN ACCOUNT AND NOT AS AN AGENT FOR THE BENEFIT OF ANOTHER PERSON, OR IS DEEMED TO BE PURCHASING IN THIS MANNER, AND IS PURCHASING ONLY FOR INVESTMENT AND NOT WITH A VIEW TO RESALE OR DISTRIBUTION; (IV) SUCH INVESTOR OR ANY ULTIMATE INVESTOR FOR WHOM SUCH INVESTOR IS ACTING AS AN AGENT IS ENTITLED, UNDER THE SECURITIES LAWS APPLICABLE IN THE RELEVANT CANADIAN JURISDICTIONS, TO SUBSCRIBE FOR REENTALTOKENS WITHOUT THE BENEFIT OF A QUALIFIED PROSPECTUS UNDER SUCH SECURITIES LAWS; AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (A) SUCH INVESTOR IS AN “ACCREDITED INVESTOR” AS DEFINED IN SECTION 1.1 OF NATIONAL INSTRUMENT 45-106 – PROSPECTUS EXEMPTIONS (“**IS 45-106**”) AND SECTION 73.3 OF THE SECURITIES ACT (ONTARIO), AS APPLICABLE, AND, WHEN THE INVESTOR IS AN INDIVIDUAL “ACCREDITED INVESTOR”, IS BASED ON PARAGRAPH (J.1) OF THE DEFINITION OF “ACCREDITED INVESTOR”, AND (B) IS AN “ALLOWED CLIENT” AS THAT TERM IS DEFINED IN SECTION 1.1 OF NATIONAL INSTRUMENT 31-103 – REGISTRATION REQUIREMENTS, EXEMPTIONS AND CONTINUING OBLIGATIONS OF THE REGISTRANT (“**IS 31-103**”) AND, IF APPLICABLE, IS PURCHASING THE REENTALTOKENS FROM A DEALER AUTHORIZED TO RELY ON THE “INTERNATIONAL DEALER EXEMPTION” CONTAINED IN SECTION 8.18 OF NI 31-103; (V) SUCH INVESTOR IS NOT A PERSON CREATED OR USED EXCLUSIVELY TO PURCHASE OR HOLD SECURITIES AS AN “ACCREDITED INVESTOR”; AND (VI) SUCH INVESTOR CERTIFIES THAT NONE OF THE FUNDS USED TO PURCHASE THE REENTALTOKENS ARE, TO THE FOLLOWING, PROCEEDS OF ILLEGAL ACTIVITY AND THAT: (A) THE FUNDS USED TO PURCHASE THE REENTALTOKENS DO NOT REPRESENT PROCEEDS OF CRIME FOR THE PURPOSES OF THE CRIMINAL CODE (CANADA) NOR THE PRODUCE OF THE CRIME (MONEY LAUNDERING) AND TERRORIST FINANCING ACT (CANADA) OR ANY REGULATIONS ADOPTED UNDER THE SPECIAL ECONOMIC MEASURES ACT (CANADA) OR THE UNITED STATES UNITED NATIONS ACT (CANADA) (COLLECTIVELY, THE “**CANADIAN LEGISLATION ON AML AND ECONOMIC SANCTIONS**”) AND (B) THE LAW MAY IN THE FUTURE REQUIRE THE COMPANY TO DISCLOSE THE NAME OF SUCH INVESTOR AND OTHER INFORMATION RELATED TO HIM, CONFIDENTIALLY, IN ACCORDANCE WITH CANADIAN AML AND ECONOMIC SANCTIONS LAW OR AS REQUIRED BY APPLICABLE LAWS, REGULATIONS OR RULES.

FURTHERMORE, EACH CANADIAN INVESTOR WHO SUBSCRIBES TO REENTALTOKENS SHALL BE DEEMED TO HAVE REPRESENTED TO THE COMPANY AND ANY DISTRIBUTOR WHO SELLS REENTALTOKENS TO SUCH INVESTOR THAT: (I) THE COMPANY HAS NOTIFIED HIM (A) THAT THE COMPANY IS OBLIGATED TO PROVIDE INFORMATION (THE “**PERSONAL INFORMATION**”) RELATING TO SUCH INVESTOR AS REQUIRED FOR DISCLOSURE IN SCHEDULE I OF FORM 45-106F1 UNDER NI STANDARD 45-106 (INCLUDING HIS NAME, ADDRESS, TELEPHONE NUMBER AND THE NUMBER AND VALUE OF ANY REENTALTOKEN PURCHASED); (B) SUCH PERSONAL INFORMATION WILL BE PROVIDED TO THE SECURITIES REGULATORY AUTHORITY OR REGULATOR IN ACCORDANCE WITH NI STANDARD 45-106; (C) SUCH PERSONAL INFORMATION IS COLLECTED INDIRECTLY BY THE SECURITIES REGULATORY AUTHORITY OR REGULATOR BY VIRTUE OF THE AUTHORITY VESTED IN IT UNDER APPLICABLE SECURITIES LAW; (D) SUCH PERSONAL INFORMATION IS COLLECTED FOR THE PURPOSES OF ADMINISTRATION AND ENFORCEMENT OF APPLICABLE SECURITIES LAW; AND (E) THE ONTARIO

PUBLIC OFFICIAL WHO CAN ANSWER QUESTIONS ABOUT THE ONTARIO SECURITIES COMMISSION'S INDIRECT COLLECTION OF SUCH PERSONAL INFORMATION IS THE ONTARIO SECURITIES COMMISSION INQUIRY OFFICER, 20 QUEEN STREET WEST, TORONTO, ONTARIO M5H 3S8, TELEPHONE: (416) 593-8314; AND (II) BY PURCHASING REENTALTOKENS, SUCH INVESTOR HAS AUTHORIZED THE INDIRECT COLLECTION OF PERSONAL INFORMATION BY THE SECURITIES REGULATORY AUTHORITY OR THE REGULATOR. FURTHERMORE, SUCH INVESTOR ACKNOWLEDGES THAT THEIR NAME, ADDRESS, TELEPHONE NUMBER, AND OTHER SPECIFIED INFORMATION, INCLUDING THE NUMBER OF REENTALTOKENS PURCHASED AND THE TOTAL AMOUNT OF THE BONDS, MAY BE DISCLOSED TO OTHER CANADIAN SECURITIES REGULATORY AUTHORITIES AND MAY BE PUBLICLY AVAILABLE IN ACCORDANCE WITH APPLICABLE LAW REQUIREMENTS. BY PURCHASING THE REENTALTOKENS, EACH CANADIAN INVESTOR CONSENTS TO THE DISCLOSURE OF SUCH INFORMATION.

SUMMARY OF RIGHTS OF ACTION FOR DAMAGES OR RESCISSION IN CERTAIN CANADIAN JURISDICTIONS THE SECURITIES LAW IN CERTAIN PROVINCES OR TERRITORIES OF CANADA MAY PROVIDE A CANADIAN INVESTOR WITH REMEDIES FOR RESCISSION OR DAMAGES IF THIS MEMORANDUM (INCLUDING ANY AMENDMENTS THERETO) CONTAINS A FALSE STATEMENT, PROVIDED THAT SUCH INVESTOR EXERCISES THE REMEDIES FOR RESCISSION OR DAMAGES WITHIN THE TIME LIMIT PRESCRIBED BY THE SECURITIES LAW OF THE PROVINCE OR TERRITORY OF SUCH INVESTOR. CANADIAN INVESTORS SHOULD CONSULT THE APPLICABLE PROVISIONS OF THE SECURITIES LAW OF THEIR PROVINCE OR TERRITORY FOR MORE INFORMATION ON THESE RIGHTS OR CONSULT WITH LEGAL ADVISORS.

NOTICE TO CAYMAN ISLANDS RESIDENTS

NO OFFER OR INVITATION MAY BE MADE TO THE CAYMAN ISLANDS PUBLIC TO PURCHASE REENTALTOKENS. THIS MEMORANDUM SHALL NOT CONSTITUTE AN OFFER, INVITATION, OR SOLICITATION TO ANY MEMBER OF THE CAYMAN ISLANDS PUBLIC TO PURCHASE REENTALTOKENS. REENTALTOKENS MAY BE BENEFICIAL OWNERS OF PERSONS RESIDENT, DOMICILED, ESTABLISHED, INCORPORATED, OR REGISTERED UNDER THE LAWS OF THE CAYMAN ISLANDS. HOWEVER, THE COMPANY WILL NOT CONDUCT BUSINESS WITH THE CAYMAN ISLANDS PUBLIC EXCEPT AS NECESSARY FOR THE CONDUCT OF ITS OPERATIONS OUTSIDE OF THE CAYMAN ISLANDS. **PUBLIC**“FOR THE PURPOSES OF THIS PROVISION, IT DOES NOT INCLUDE (I) ANY LIMITED LIABILITY COMPANY REGISTERED UNDER THE LIMITED LIABILITY COMPANIES ACT (2018 REVISION), (II) ANY EXEMPT OR ORDINARY NON-RESIDENT COMPANY REGISTERED UNDER THE COMPANIES ACT (2018 REVISION), (III) A FOREIGN COMPANY REGISTERED PURSUANT TO PART IX OF THE COMPANIES ACT (2018 REVISION), (IV) A FOREIGN LIMITED PARTNERSHIP REGISTERED UNDER SECTION 42 OF THE EXEMPT LIMITED PARTNERSHIPS ACT (2018 REVISION), (V) ANY COMPANY THAT (VI) ACT AS A GENERAL PARTNER OF A PARTNERSHIP REGISTERED UNDER SECTION 9(1) OF THE EXEMPT LIMITED PARTNERSHIPS ACT (2018 REVISION) OR ANY DIRECTOR OR OFFICER THEREOF ACTING IN THAT CAPACITY OR THE TRUSTEE OF ANY TRUST REGISTERED OR CAPABLE OF REGISTERING UNDER SECTION 74 OF THE TRUSTS ACT (2018 REVISION) ACTING IN THAT CAPACITY.

NOTICE TO RESIDENTS IN FRANCE

The Reentalokens are not offered to the public in France. The distribution of this memorandum and the issuance of the Reentalokens may be restricted in certain jurisdictions. It is the responsibility of any person in possession of the Reentalokens or related documents, as well as any person wishing to subscribe to the Reentalokens, to be informed of and comply with all applicable laws and regulations of any relevant jurisdiction. No action has been taken to permit, or is intended to permit, a public offering of the Reentalokens in any country or jurisdiction where such action is required for that purpose. THEREFORE, REENTALTOKENS MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, AND NEITHER THIS DOCUMENT NOR ANY OTHER INFORMATION, APPLICATION, ADVERTISEMENT, OR OTHER DOCUMENT MAY BE DISTRIBUTED OR PUBLISHED IN ANY COUNTRY OR JURISDICTION, EXCEPT IN CIRCUMSTANCES THAT RESULT IN COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. THE COMPANY MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY PROSPECTIVE PURCHASE AS TO THE LEGALITY OF ANY INVESTMENT IN REENTALTOKENS BY ANY SUCH PERSON UNDER APPROPRIATE VALUES OR SIMILAR LAWS. INVESTING IN REENTALTOKENS INVOLVES CERTAIN RISKS. Specifically, each potential investor in the Rentaltokens should assume that the buyer of the Rentaltokens assumes the financial risks of such an investment. Buyers should not consider the content of these documents as legal, tax, or investment

advice, and are advised to consult their own professional advisors regarding subscribing to the Rentaltokens, or both, and their consequences. THEREFORE, BUYERS SHOULD BE INFORMED ABOUT (A) THE POTENTIAL TAX CONSEQUENCES, (B) THE LEGAL REQUIREMENTS AND (C) ANY CURRENCY RESTRICTIONS OR EXCHANGE CONTROL REQUIREMENTS THAT MAY APPLY UNDER THE LAWS OF THEIR COUNTRIES OF CITIZENSHIP, RESIDENCE OR DOMICILE AND THAT MAY BE RELEVANT TO THE SUBSCRIPTION, HOLDING OR DISPOSITION OF REENTALTOKENS.

NOTICE TO RESIDENTS OF GERMANY

THE COMPANY DOES NOT INTEND TO OFFER THE REENTALTOKENS TO THE PUBLIC IN GERMANY. NEITHER THE REENTALTOKENS NOR THE DOCUMENTS USED IN CONNECTION WITH THEM CONSTITUTE A PUBLIC OFFER OR AN INVITATION TO MAKE OFFERS TO SELL, PURCHASE, EXCHANGE, OR TRANSFER THE REENTALTOKENS IN GERMANY. The REENTALTOKENS have not been offered or sold, and will not be offered or sold, directly or indirectly, to or for the benefit of any person or entity resident, incorporated, established, or habitually resident in Germany, except as permitted by the German Securities Trading Act (Wertpapierhandelsgesetz - WPHG), the EU Prospectus Regulation (Regulation (EU) 2017/1129 of 14 June 2017), the German Securities Prospectus Act (Wertpapierprospektgesetz - WPPG), and the German Capital Investment Act (Vermögensanlagegesetz - WPPG). VERMANLG) WITHOUT THE COMPANY BEING SUBJECT TO SAID LAWS.

NOTICE TO HONG KONG RESIDENTS

THE COMPANY:

- (1) IT HAS NOT OFFERED OR SOLD, NOR WILL IT OFFER OR SELL RENTAL TOKENS IN HONG KONG, BY ANY DOCUMENT, EXCEPT (A) TO “PROFESSIONAL INVESTORS”, AS DEFINED IN THE HONG KONG SECURITIES AND FUTURES ORDINANCE (CHAPTER 571) AND ANY RULES ENACTED UNDER THAT ORDINANCE; OR (B) IN OTHER CIRCUMSTANCES THAT DO NOT CONSTITUTE IN THE DOCUMENT A “PROSPECTUS”, AS DEFINED IN THE HONG KONG COMPANIES (LIQUIDATION AND MISCELLANEOUS) ORDINANCE (CHAPTER 32), OR THAT DO NOT CONSTITUTE AN OFFER TO THE PUBLIC WITHIN THE MEANING OF THAT ORDINANCE; AND HAS NOT ISSUED OR HELD FOR THE PURPOSE OF ISSUING, AND SHALL NOT ISSUE OR HELD FOR THE PURPOSE OF ISSUING, EITHER IN HONG KONG OR ANYWHERE ELSE, ANY ADVERTISEMENT, INVITATION, OR DOCUMENT RELATING TO THE REENTALTOKENS, WHICH IS DIRECTED TO, OR THE CONTENTS OF WHICH MAY BE ACCESSED OR READ BY, THE HONG KONG PUBLIC (EXCEPT IF PERMITTED BY HONG KONG SECURITIES LAWS), EXCEPT WITH RESPECT TO REENTALTOKENS THAT ARE OR ARE INTENDED TO BE DISPOSED OF SOLELY TO PERSONS OUTSIDE OF HONG KONG OR SOLELY TO “PROFESSIONAL INVESTORS” AS DEFINED IN THE SECURITIES ORDINANCE AND FUTURE AND ANY REGULATIONS ESTABLISHED UNDER THAT ORDINANCE.

NOTICE TO RESIDENTS OF INDIA

The Reentaltokens and any documents used in connection with them, as well as any related documents, do not constitute an offer to sell or buy shares from any person other than the person to whom this document has been sent, by the Company or its authorized agents. The Reentaltokens and any documents used in connection with them should not be interpreted as a prospectus. THE REENTALTOKENS AND ANY DOCUMENTS USED IN CONNECTION WITH THEM ARE NOT OFFERED FOR SALE OR SUBSCRIPTION, BUT ARE PLACED PRIVATELY WITH A LIMITED NUMBER OF SOPHISTICATED INVESTORS, AND POTENTIAL INVESTORS SHOULD OBTAIN LEGAL ADVICE THAT THEY HAVE THE RIGHT TO SUBSCRIBE TO THESE INSTRUMENTS AND SHOULD COMPLY WITH ALL PERTINENT INDIAN LAWS IN THIS RESPECT.

NOTICE TO RESIDENTS OF ISRAEL

The Company does not intend to offer the Rentaltokens to the Israeli public, as provided for in the Israeli Securities Act of 1968, nor to offer them, within a specified year, to more than 35 designated residents of Israel. Each potential investor must warrant, and hereby warrants, to the Company that they are acquiring the Rentaltokens exclusively for investment purposes and not for resale.

NOTICE TO RESIDENTS IN ITALY

The Reentaltokens may be subscribed to by institutional investors pursuant to Article 31, paragraph 2, of CONSOB

Regulation No. 11522 of July 1, 1998, and its subsequent amendments and additions. Neither the Reentaltokens nor this memorandum constitute an offer to sell or a solicitation of an offer to purchase any of the Reentaltokens in the Italian jurisdiction to private investors. Consequently, the Reentaltokens or this memorandum are for informational purposes only when addressed to a private investor resident in Italy. Pursuant to this memorandum, the Reentaltokens will only be offered and subscriptions accepted from Italian institutional investors, as defined above. The Reentaltokens offered pursuant to this memorandum have not been and will not be registered under the relevant Italian securities law for offering and subscription by private investors.

NOTICE TO RESIDENTS OF JAPAN

The REENTALTOKENS are offered to a limited number of qualified institutional investors (TEKIKAKU KIKAN TOSHIBA, as defined in the Japan Stock Exchange Act (Law No. 25 of 1948, as amended)) or a small number of investors, in all cases under circumstances that will fall within the private placement exemption from the registration requirements of the Stock Exchange Act and other relevant laws and regulations of Japan. As such, the REENTALTOKENS have not been registered and will not be registered under the Japan Stock Exchange Act. THE PURCHASER OF THE REENTALTOKENS AGREES NOT TO RETRANSFER OR REASSIGN THE REENTALTOKENS TO ANYONE WHO IS NOT A NON-RESIDENT OF JAPAN, EXCEPT IN ACCORDANCE WITH A PRIVATE PLACEMENT EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF, AND OTHERWISE IN COMPLIANCE WITH, THE STOCK EXCHANGE LAW AND OTHER RELEVANT LAWS AND REGULATIONS OF JAPAN.

NOTICE TO NEW ZEALAND RESIDENTS

The REENTALTOKENS offered or sold to investors in New Zealand are only available and may only be accepted by a wholesale investor in accordance with clauses 3(2) and 3(3) of Schedule 1 of the New Zealand Financial Markets Conduct Act 2013 who has completed a wholesale investor certificate or an eligible investor certificate or who invests a minimum of NZ\$750,000 in the REENTALTOKENS. The purchaser acknowledges and agrees that they have not offered or sold, and will not offer or sell, directly or indirectly, the REENTALTOKENS. THE BUYER HAS NOT DISTRIBUTED AND WILL NOT DISTRIBUTE, DIRECTLY OR INDIRECTLY, THIS MEMORANDUM OR ANY OTHER OFFERING MATERIAL OR ADVERTISING IN CONNECTION WITH ANY RENTAL TOKEN OFFER; IN EACH CASE IN NEW ZEALAND, EXCEPT TO A PERSON WHO IS A WHOLESALE INVESTOR; AND THE BUYER WILL NOTIFY THE BORROWER IF THE BUYER CEASES TO BE A WHOLESALE INVESTOR.

NOTICE TO SINGAPORE RESIDENTS

THIS MEMORANDUM HAS NOT BEEN REGISTERED AS A PROSPECTUS WITH THE SINGAPORE MONETARY AUTHORITY. THEREFORE, THE COMPANY HAS NOT OFFERED OR SOLD ANY REENTALTOKEN NOR MADE ANY REENTALTOKEN SUBJECT TO AN INVITATION TO SUBSCRIBE OR PURCHASE, AND WILL NOT OFFER OR SELL ANY REENTALTOKEN NOR MAKE ANY REENTALTOKEN SUBJECT TO AN INVITATION TO SUBSCRIBE OR PURCHASE, AND HAS NOT CIRCULATED OR DISTRIBUTED, NOR WILL IT CIRCULATE OR DISTRIBUTE, THIS MEMORANDUM OR ANY OTHER DOCUMENT OR MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR THE INVITATION TO SUBSCRIBE OR PURCHASE, OF THE REENTALTOKEN, EITHER DIRECTLY OR INDIRECTLY, TO ANY PERSON IN SINGAPORE OTHER THAN (I) AN INSTITUTIONAL INVESTOR (AS SEEN DEFINES IN SECTION 4A OF THE SECURITIES AND FUTURES ACT (CHAPTER 289 OF SINGAPORE) (THE "SFA(II) TO A RELEVANT PERSON (AS DEFINED IN SECTION 275(2) OF THE SFA) IN ACCORDANCE WITH SECTION 275(1) OF THE SFA, OR ANY PERSON IN ACCORDANCE WITH SECTION 275(1A) OF THE SFA, AND IN ACCORDANCE WITH THE CONDITIONS SPECIFIED IN SECTION 275 OF THE SFA, OR (III) OTHERWISE IN ACCORDANCE WITH, AND IN ACCORDANCE WITH THE CONDITIONS OF, ANY OTHER APPLICABLE PROVISION OF THE SFA.

WHEN REENTALTOKENS ARE SUBSCRIBED TO OR PURCHASED UNDER SECTION 275 OF THE SFA BY A RELEVANT PERSON WHO IS:

- (A) A corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) whose sole activity is holding investments and whose entire equity capital is owned by one or more persons, each of whom is an accredited investor; or
- (B) A TRUST (WHEN THE TRUST IS NOT AN ACCREDITED INVESTOR) WHOSE SOLE PURPOSE IS TO HOLD INVESTMENTS AND EACH BENEFICIARY OF THE TRUST IS A PERSON WHO IS AN ACCREDITED INVESTOR, THE SECURITIES (AS DEFINED IN SECTION 239(1) OF THE SFA) OF THAT CORPORATION OR THE RIGHTS AND INTERESTS OF THE BENEFICIARIES (AS DESCRIBED) IN THAT TRUST SHALL NOT BE TRANSFERRED WITHIN SIX MONTHS AFTER THAT CORPORATION OR THAT TRUST HAS ACQUIRED THE

REENTALTOKENS PURSUANT TO AN OFFER MADE UNDER SECTION 275 OF THE SFA, EXCEPT:

- (1) TO AN INSTITUTIONAL INVESTOR OR A RELEVANT PERSON AS DEFINED IN SECTION 275(2) OF THE SFA, OR ANY PERSON ARISING FROM AN OFFER REFERRED TO IN SECTION 275(1A) OR SECTION 276(4)(I)(B) OF THE SFA;
- (2) WHEN NO CONSIDERATION IS GIVEN OR WILL BE GIVEN FOR THE TRANSFER;
- (3) WHEN THE TRANSFER IS BY OPERATION OF LAW;
- (4) AS SPECIFIED IN SECTION 276(7) OF THE SFA; OR
- (5) AS SPECIFIED IN REGULATION 32 OF THE SINGAPORE SECURITIES AND FUTURES (INVESTMENT OFFERS) (SHARES AND BONDS) REGULATIONS 2005.

NOTICE TO RESIDENTS OF SWITZERLAND

REENTALTOKENS CANNOT BE OFFERED PUBLICLY IN SWITZERLAND AND WILL NOT BE INCLUDED IN THE SIX SWISS EXCHANGE (“SIX”) OR ON ANY OTHER STOCK EXCHANGE OR TRADING FACILITY REGULATED IN SWITZERLAND. THE REENTALTOKENS AND ANY RELATED DOCUMENTS HAVE BEEN PREPARED WITHOUT REGARD TO THE DISCLOSURE RULES FOR ISSUE PROSPECTUS UNDER SECTION 652A OR SECTION 1156 OF THE SWISS CODE OF OBLIGATIONS OR THE DISCLOSURE RULES FOR LISTING PROSPECTUS UNDER SECTION 27 ET SEQ. OF THE SIX LISTING RULES OR THE LISTING RULES OF ANY OTHER STOCK EXCHANGE OR TRADING FACILITY REGULATED IN SWITZERLAND. NEITHER THE REENTALTOKENS NOR ANY RELATED MARKETING MATERIAL MAY BE DISTRIBUTED PUBLICLY OR OTHERWISE MADE PUBLICLY AVAILABLE IN SWITZERLAND. REENTALTOKENS AND ANY RELATED MARKETING MATERIALS HAVE NOT BEEN AND WILL NOT BE SUBMITTED TO ANY SWISS REGULATORY AUTHORITY, INCLUDING IN PARTICULAR THE SWISS FINANCIAL MARKET SUPERVISION AUTHORITY, AND HAVE NOT BEEN AUTHORIZED UNDER THE SWISS FEDERAL LAW ON COLLECTIVE INVESTMENT SCHEMES (“CISA” “The protections provided to purchasers of shares in collective investment schemes under the CISA do not extend to purchasers of rental alt-tokens.”

NOTICE TO TAIWAN RESIDENTS

The Reentaltokens have not been and will not be registered with the Taiwan Financial Supervisory Commission. The Reentaltokens may not be sold, issued, or offered in Taiwan through a public offering or under circumstances that constitute an offering within the meaning of the Taiwan Securities and Exchange Act requiring registration or approval by the Taiwan Financial Supervisory Commission. No person or entity in Taiwan has been authorized to offer, sell, advise on, or act as an intermediary in the offering and sale of the Reentaltokens in Taiwan.

NOTICE TO RESIDENTS OF THAILAND

The Reentaltokens have not been and will not be registered with the Securities and Exchange Commission of Thailand. Therefore, they may not be offered or sold in Thailand, nor may investors in Thailand be invited, directly or indirectly, to purchase them. Distribution of this memorandum or any documents or materials related to the offer, sale, or invitation to purchase the Reentaltokens in Thailand is also prohibited, except as permitted by applicable Thai laws and regulations.

NOTICE TO RESIDENTS OF THE UNITED KINGDOM

THE COMPANY HAS ONLY COMMUNICATED OR HAS COMMUNICATED AND WILL ONLY COMMUNICATE OR HAVE COMMUNICATED AN INVITATION OR INDUCTION TO PARTICIPATE IN AN INVESTMENT ACTIVITY (WITH THE MEANING OF SECTION 21 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (“**Food Safety Law**”) RECEIVED BY HER IN CONNECTION WITH THE ISSUE OR SALE OF THE REENTALTOKENS IN CIRCUMSTANCES WHERE SECTION 21(1) OF THE FSMA DOES NOT APPLY TO THE COMPANY AND HAS COMPLIED AND WILL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FSMA WITH RESPECT TO ANYTHING DONE BY HER IN CONNECTION WITH THE REENTALTOKENS IN, FROM, OR OTHERWISE INVOLVING THE UNITED KINGDOM

NOTICE TO RESIDENTS OF ALL OTHER JURISDICTIONS

NO ACTION HAS BEEN TAKEN TO PERMIT THE OFFERING, SALE, POSSESSION, OR DISTRIBUTION OF THE REENTALTOKENS OR ANY RELATED DOCUMENTS IN ANY JURISDICTION WHERE SUCH ACTION IS REQUIRED. YOU SHOULD AWARE YOURSELF OF AND COMPLY WITH THE RESTRICTIONS RELATING TO THE REENTALTOKENS AND ANY RELATED DOCUMENTS IN YOUR JURISDICTION.

APPENDIX B - REENTALTOKEN SMART CONTRACT ARCHITECTURE

The development of RentalToken smart contracts focuses on several open-source projects to ensure the quality of our product. Our architecture includes the following key components:

- Underlying asset contract
- Security token
- KYC Registrar

Underlying asset contract

The underlying asset contract contains corporate information such as: RentalToken title identifier, legal name of the company, full deed address (if applicable), city, state, postal code and country, tax identifier, RentalToken underlying asset contract owner or custodian, and RentalToken Ethereum address on the Ethereum mainnet.

The Underlying Asset Contract is the simplest contract and acts as the parent of the Security Contract to link the RentalTokens. One Underlying Asset Contract is implemented for each property or promissory contract. The Underlying Asset Contract contains both the name of the corresponding Series and the physical address of the Series property or the details of the promissory contract it holds.

Security tokens

Each Underlying Asset Contract will include the management of a Security Token contract. This contract contains the RentalTokens and the total supply. RentalTokens can be automatically deployed on the Ethereum Main Network. They incorporate an Administration module to create the following:

- Creation of a new security token offering
- Security Token Offer Management, the sale can be open or timed.
- The security token will be implemented on the Ethereum mainnet.
- Revoke and redistribute. This can make the security token mutable. That is, a redistributed token can be redistributed to a new Ethereum network address (until May 27, 2026), up to the Underlying Asset Contract, and cause the previous security token to self-destruct, thus invalidating it.

Each RentalToken Offering will have a unique label. This label contains the specific token name and related information. For example, the following table describes the properties of the RentalToken Security Token Offering:

Token symbol	Token name	Token supply	Address of the industrial park
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KYC/AML Registrar

KYC/AML validation will be performed off-chain through the Rental America web portal. Once the KYC/AML process is complete and the potential investor is verified, the KYC Registrar will add them to an on-chain record.

All Ethereum addresses in the on-chain registry will be automatically added. Each Ethereum recipient will have an associated name, visible in the Rental America administrative portal, and linked to an identification document.

We will also maintain a backup database of whitelisted investors that will match the on-chain record.

Transferability of ReentalToken

The transferability of all ReentalTokens will depend on this KYC/AML registrar whitelist. ReentalTokens can only be transferred to addresses listed in the chain registry.

It will be impossible to transfer ReentalTokens to an Ethereum address that is not on the whitelist. The only way for individuals to be whitelisted is by completing the KYC/AML verification process.

The whitelists will be global, meaning that when a Rental America Series investor is whitelisted and a new Rental America Series security token offering is launched, they will be able to participate in the new offering without having to repeat the KYC/AML process. Rental America Series investors will be required to pass KYC/AML validation every six months to comply with regulations.

US buyers will be subject to a one-year and one-day transferability restriction.