PRIVATE PLACEMENT MEMORANDUM
DATE OF MEMORANDUM: October 13, 2026

Series RNT SPV 26 LLC – MIA-7

Series RNT SPV 26 LLC (the "Series"), d/b/a "Miami 7 (MIA-7)".

OFFER OF

UP TO TWENTY THOUSAND (20,000) SHARES OF SERIES RNT SPV 26 LLC (MIA-7) DELIVERABLE IN THE FORM OF CRYPTOGRAPHIC DIGITAL TOKENS ("REENTALTOKENS")

Bid price per ReentalToken Series RNT SPV 26 LLC (MIA-7): $100

The minimum individual investment amount in Series RNT SPV 26 LLC (MIA-7) is $100, equivalent to one (1) Entry.

This private placement memorandum (as may be amended or supplemented from time to time, the "Memorandum") has been prepared by Reental America Series LLC, a limited liability company organized under the laws of the State of Florida (the "Company", "Reental America", "we", "us" or "our"), for use by certain qualified potential investors (the "Investors") to whom the Company offers (the "Offer") the opportunity to acquire interests (the "Interest") of the series called MIA-7: Series RNT SPV 26 LLC (the "Series" or "Series RNT SPV 26 LLC (MIA-7)"). The Interests will be represented by cryptographic digital tokens ("ReentalTokens"), which constitute a series of smart contract-based tokens on the Polygon network, compatible with the ERC-20 standard and adapted to comply with transfer restrictions required by applicable securities regulations in the United States. The Offering, the shares and their distributions are denominated in USD. Contributions will be accepted in euros, converted to USD at the corresponding exchange rate on the date of conversion. The offer price of each ReentalToken will be USD 100 (the "Offer Price") and the total maximum amount of the Offer (the "Maximum Offer Amount") will be USD 2,000,000. ReentalTokens of the Series RNT SPV 26 LLC (MIA-7) have not been registered, and will not be registered, under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or under the securities regulations 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 by virtue of a waiver of registration requirements or in a transaction not subject to registration requirements. Accordingly, ReentalTokens are offered and sold only (i) to "accredited investors" (as defined in Regulation D Rule 501 of the Securities Act) under Regulation D, and (ii) in offshore transactions to persons other than "U.S. persons" (as defined in Regulation S) under Regulation S. See the "Distribution Plan" section. The individual minimum is one (1) ReentalToken per 100 USD, subject to eligibility. The proposed minimum collection threshold is 1,000,000 USD; its closing conditions are pending confirmation. 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 the ReentalTokens, as well as any foreign exchange, regulatory or reporting obligations that may apply.

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 SPV 26 LLC SERIES (D/B/A "MIAMI 7 (MIA-7)"), 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 ReentalTokens of the Series RNT SPV 26 LLC are securities; they do not constitute digital currency, cryptocurrency, or commodities. They are subject to substantial restrictions on transmission. There is currently no secondary market for trading in such tokens and there is no guarantee that it will develop in the future. Investors may be required to hold their investment for an extended or indefinite period.

The investment in ReentalTokens of the Series RNT SPV 26 LLC involves a high degree of risk and is aimed exclusively at 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)**	**Business Revenue (2) (3)**
Por Series RNT SPV 26 LLC (MIA-7) ReentalToken	$100	$0	**$100**
Maximum series of ReentalRNT MIA-7 tokens sold	$2,000,000	0 USD	**$2,000,000**

(1) Commission Structure

Reental's remuneration structure in connection with this transaction includes:

- An initial commission of three percent (3%) on the capital of the transaction, invoiced by Reental America, the LLC's manager, to Estating. On an investment of 2,000,000 USD amounts to 60,000 USD. It will be borne by Estating and does not reduce the capital or the announced return to the investor.
- An annual commission of one percent (1%) on the capital of the operation, invoiced by Reental America to Estating and paid by Estating each year, and a final commission of two percent (2%), also invoiced by Reental America to Estating. On 2,000,000 USD is 20,000 USD per year and 40,000 USD at the end; in three years, the three commissions add up to 160,000 USD. These commissions are not deducted from the investor.
- A carry or Reental's share in the profit generated by the instrument. The model sets as a base a distribution of 50% of the profit for Reental and 50% for Reentel. Bonuses of three percentage points for Reentel and six percentage points for SuperReentel are added to the simple annual return of the investor with Reentel status, to be deducted from Reental's carry. In the central scenario, this is equivalent to an effective carry over profit of 50%, 37.5% and 25%, respectively; in the favourable scenario, approximately 50%, 39.91% and 29.82%. The effective percentages of Pro and SR are not fixed between scenarios. The illustrative unfavourable scenario foresees zero carry.

(2) Profitability and revenue distribution

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

In the central scenario, the estimated simple annual return for investors could be approximately twelve percent (12%) for Reentel status, fifteen

percent (15%) for Reentel Pro and eighteen percent (18%) for SuperReentel, over an estimated term of thirty-six (36) months. The 36-month horizon and its initial date should be contrasted with Estating; the disbursement date is not automatically identified with the start of the performance. The illustrative calculations preserve the timing of the economic model, subject to this confirmation. The simple annual 18% over three years is equivalent to 54% accumulated and an IRR of approximately 15.46%, with a single final payment.

The total cumulative return estimated in this central scenario could be approximately between thirty-six percent (36%) and fifty-four percent (54%) on the capital invested.

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

Such scenarios are illustrative only, do not constitute any guarantee of performance and actual results may differ materially.

(3) Destination of funds

One hundred percent (100%) of the funds raised in this Offer will be used to acquire the underlying financial instrument linked to the **"Alturia" multifamily project,** located in North Miami Beach, Florida, United States.

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

(4) Variable distribution depending on the level of investor

The return generated by the underlying project will be common to all investors. The differences in the final return received by each investor will respond exclusively to the commercial policies, bonuses or fee structures applicable to each level within the Reental ecosystem (Reentel, Reentel Pro and SuperReentel).

All costs associated with the Offering, excluding expenses arising 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 offers up to TWENTY THOUSAND (20,000) Series RNT SPV 26 LLC Reental Tokens on a "best efforts" basis. A minimum fundraising threshold of ONE MILLION U.S. DOLLARS (1,000,000 USD) is proposed, other than the individual minimum of 100 USD.

Reental America has not designated any third-party financial institution as an escrow agent. Investor funds may be deposited in accounts owned by Reental America, LLC or its affiliates and will be available for use in accordance with the structure of the transaction.

Reental America may perform one or more closings in succession as funds and documentation are received from investors.

The Offer will end on the earlier of:

(i) the date on which the maximum amount of TWO MILLION U.S. DOLLARS (2,000,000 USD) has been reached;
(ii) the date determined in Reental America, LLC's discretion; or
(iii) any earlier dates decided by the Company.

IMPORTANT NOTICES

THE INTEREST, OR REENTALTOKENS (THE "SECURITIES"), OFFERED HEREUNDER 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 THE SECURITIES ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE OFFERING RECIPIENTS SHOULD NOTE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES AND EXCHANGE COMMISSION OR OTHER DOMESTIC OR FOREIGN REGULATORY AUTHORITY, NOR HAS ANY OF THE FOREGOING AUTHORITIES PASSED OR ENDORSED THE MERITS OF THE OFFER OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY STATEMENT TO THE CONTRARY IS UNLAWFUL. 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 SOLELY FOR THE BENEFIT OF INVESTORS INTERESTED IN THE PROPOSED PURCHASE OF REENTAL SERIES RNTS SVV 26 LLC (MIA-7) TOKENS, 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 representations or provide any information with respect to the Series RNT SPV 26 LLC (MIA-7) Resale Tokens, except for the information contained in this memorandum. Neither the delivery of this memorandum nor any sale made hereunder shall under any circumstances imply that there have been no changes to the matters discussed hereunder since October 13, 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 a material fact or omitted any material facts that were necessary to make the statements contained herein not misleading. Nonetheless, it is possible that future events could affect the accuracy of the facts and conclusions contained herein. IN SUCH EVENT, DURING THE CONTINUATION OF THIS OFFERING, WE MAY, TO THE EXTENT WE BECOME AWARE OF SUCH EVENTS AND DEEM THEM TO BE MATERIAL, SUPPLEMENT THIS MEMORANDUM AND PROVIDE COPIES OF SUCH SUPPLEMENTS TO ALL BENEFICIARIES OF THE OFFERING WHO HAVE EXPRESSED A POSITIVE INTEREST IN THE PURCHASE OF THE REENTALTOKENS Series RNT SPV 26 LLC (MIA-7), EXCEPT TO INDIVIDUALS WHO HAVE ALREADY BECOME INVESTORS, BY SENDING A COPY THEREOF TO THE ADDRESS PROVIDED BY SUCH BENEFICIARY OF THE OFFERING FOR SUCH PURPOSES.

EACH INVESTOR IN THE SECURITIES OFFERED HEREUNDER MUST ACQUIRE SUCH SECURITIES SOLELY FOR HIS OR HER OWN ACCOUNT, FOR INVESTMENT PURPOSES ONLY AND NOT WITH THE INTENT TO DISTRIBUTE, TRANSFER OR RESELL THEM, EITHER 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 CONSTRUED AS LEGAL, TAX OR INVESTMENT ADVICE. EACH PROSPECTIVE INVESTOR IS DIRECTED TO SEEK INDEPENDENT INVESTMENT, TAX OR INVESTMENT ADVICE ON THE CONSEQUENCES OF INVESTING IN OUR COMPANY. THE PURCHASE OF THE SECURITIES SHOULD BE CONSIDERED ONLY BY PERSONS WHO UNDERSTAND OR HAVE BEEN INFORMED ABOUT THE NATURE, TAX CONSEQUENCES AND RISK FACTORS ASSOCIATED WITH SUCH INVESTMENT, AND WHO CAN AFFORD A TOTAL LOSS OF THEIR INVESTMENT WITHOUT MATERIALLY ADVERSE CONSEQUENCES TO THEIR STANDARD OF LIVING. RECIPIENTS SHOULD RELY SOLELY ON THE ADVICE OF THEIR OWN LEGAL, ECONOMIC AND TAX ADVISORS TO ANALYZE THE ACCURACY OF THE LEGAL PRESENTATIONS, ESTIMATES, FORECASTS AND CONCLUSIONS CONTAINED IN THIS MEMORANDUM. IN MAKING AN INVESTMENT DECISION, INVESTORS SHOULD RELY ON THEIR OWN ANALYSIS OF THE

COMPANY, THIS MEMORANDUM AND ITS ANNEXES, AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

All estimates and forecasts contained in this memorandum are based on assumptions and assumptions, the accuracy of which is subject to substantial risks and contingencies, both initially and during the existence of our company. They are for illustrative purposes only, and each beneficiary is urged to consult with its own legal, economic and tax advisors, who, based on their own experience, should present their estimates and forecasts on which the beneficiary should rely.

THIS OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO CLOSING AND IS SPECIFICALLY SUBJECT TO THE TERMS DESCRIBED IN THIS MEMORANDUM AND SET FORTH IN THE DEFINITIVE TRANSACTION DOCUMENTS. WE RESERVE THE RIGHT TO REFUSE ANY SUBSCRIPTION, IN WHOLE OR IN PART, OR TO ASSIGN TO ANY POTENTIAL INVESTOR A NUMBER OF SECURITIES REGISTERED BY SUCH POTENTIAL INVESTOR.

THE EXEMPTION FROM REGISTRATION AVAILABLE UNDER THE SECURITIES LAWS FOR THE SALE OF THE SECURITIES SET FORTH HEREIN IS CONTINGENT IN PART UPON 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 SHALL REPRESENT TO US THAT HE OR SHE HAS KNOWLEDGE AND EXPERIENCE IN SUCH INVESTMENTS AND IS CAPABLE OF ASSUMING THE ECONOMIC RISK OF THIS INVESTMENT INDEFINITELY.

NO ACTION HAS BEEN TAKEN IN ANY JURISDICTION TO PERMIT THE PUBLIC OFFERING OF THE SECURITIES. THERE IS NO PUBLIC SECURITIES MARKET AND IT IS NOT ANTICIPATED TO DEVELOP IN THE FUTURE. ALL SUMS INVESTED IN THE COMPANY ARE ALSO SUBJECT TO SUBSTANTIAL RESTRICTIONS IN THE EVENT OF WITHDRAWAL AND TRANSFER. THE SECURITIES OFFERED HEREUNDER ARE TO BE PURCHASED ONLY BY PURCHASERS WHO DO NOT NEED LIQUIDITY IN THEIR INVESTMENT.

NO LEGAL, ACCOUNTING, OR BUSINESS COUNSEL RETAINED BY US FOR THE PREPARATION OF THIS MEMORANDUM SHALL BE LIABLE TO ANY INVESTOR FOR MALPRACTICE OR OTHERWISE, 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 FOR: (1) FALSE STATEMENTS; (2) INTENTIONAL OMISSIONS; OR (3) RECKLESSNESS.

BENEFICIARIES ARE HEREBY INVITED TO ARRANGE MEETINGS WITH OUR MANAGING MEMBER OR THEIR DULY AUTHORIZED REPRESENTATIVES TO DISCUSS THE TERMS OF THIS OFFERING OR ANY OF THE MATTERS DISCUSSED HEREIN. AT SUCH MEETING, REPRESENTATIVES OF OUR MANAGING MEMBER WILL ALSO ANSWER ANY IMPORTANT QUESTIONS RAISED BY PROSPECTIVE INVESTORS. BENEFICIARIES ARE INVITED TO REQUEST FROM OUR MANAGING MEMBER COPIES OF ANY DOCUMENTS OR INSTRUMENTS THAT THE BENEFICIARY CONSIDERS IMPORTANT TO THEIR INVESTMENT DECISION.

INVESTING IN REENTALTOKENS INVOLVES A HIGH DEGREE OF RISK. YOU SHOULD CAREFULLY CONSIDER THE RISKS SUMMARIZED IN THE "RISK FACTORS" SECTION OF THIS MEMO FOR AN ANALYSIS OF THE IMPORTANT FACTORS YOU SHOULD CONSIDER BEFORE PURCHASING REENTALTOKENS.

THIS MEMORANDUM CONTAINS A SUMMARY OF CERTAIN PROVISIONS OF THE DOCUMENTS ASSOCIATED WITH SECURITIES INVESTMENT AND SUMMARIES OF VARIOUS PROVISIONS OF THE RELEVANT BYLAWS AND OF THE 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 COMPLETE NOR, IN LIGHT OF THE DYNAMIC NATURE OF GOVERNMENT BYLAWS OR REGULATIONS, ARE INTENDED TO ACCURATELY REFLECT THE CURRENT BYLAWS OR REGULATIONS OR THEIR CORRECT BINDING INTERPRETATIONS. ACCORDINGLY, ALL SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE TEXTS OF THE ORIGINAL DOCUMENTS, BYLAWS, AND REGULATIONS.

PROSPECTIVE INVESTORS ARE EXPECTED TO CONDUCT THEIR OWN INVESTIGATIONS INTO THE COMPANY, ITS DIRECTOR, OFFICERS, AFFILIATES, AND BUSINESS AND OPERATIONS. EACH RECIPIENT MAY, IF IT SO CHOOSES, INVESTIGATE THE RELEVANT DIRECTORS OF OUR COMPANY WITH RESPECT TO OUR BUSINESS OR ANY OTHER MATTER SET FORTH HEREIN, AND OBTAIN ANY ADDITIONAL

INFORMATION IT DEEMS NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM (TO THE EXTENT THAT WE POSSESS SUCH INFORMATION OR ARE ABLE TO ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE). IN CONNECTION WITH SUCH INQUIRY, ANY DOCUMENTS THAT ANY BENEFICIARY WISHES TO REVIEW SHALL BE MADE AVAILABLE FOR INSPECTION AND COPYING.

JURISDICTIONAL NOTICES

Appendix A This Memorandum contains several important legends that we are required to disclose to investors under the various jurisdictional laws where they reside. It is important that you review the applicable jurisdictional legends 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 be treated as strictly confidential. You will not directly or indirectly disclose or allow your affiliates or agents to disclose any information to any other person or entity, or reproduce it, in whole or in part, without our prior written consent. You further agree to use the information only for the purpose of discussing the appropriateness of an investment in our company for such recipient and for no other purpose.

The foregoing obligation shall 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 a breach by you of the foregoing confidentiality obligations; (ii) before or at the time of disclosure by us, was already in your possession; or (iii) at the time of disclosure by us or thereafter, 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, legal or fiduciary duty 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 Reental America's operations, financial results, business and products. Other statements in this Memorandum, including words 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 potential effects on Reental America. Such forward-looking statements are not guarantees of future performance. The following important factors, and those described elsewhere in this offering memorandum, including the matters set forth in the section entitled "Risk Factors," could affect (and in some cases have affected) Reental America's actual results and could cause them to differ materially from the estimates or expectations reflected in such forward-looking statements:

- the use of net proceeds from this Offer;
- Our goals and strategies;
- our future business development, financial condition 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 ReentalTokens;
- market trends in the rental and investment real estate industry and related changes;
- trends in the value of the cryptocurrency market;
- general economic and business conditions in the United States and local real estate markets;
- ReentalToken transactions may be irreversible and losses due to fraudulent or accidental transactions may not be recoverable;

- there is no guarantee that buyers of ReentalTokens will receive a return on their investments;
- the lack of operational secondary markets or market makers for our ReentalTokens and for security tokens in general;
- slowing down or stopping the development or acceptance of blockchain networks and blockchain assets would have a material adverse effect on the successful development and adoption of ReentalTokens;
- the popularity of cryptocurrencies and cryptocurrency offerings may decline in the future, which could have a material impact on Reental America's operations and financial conditions;
- Reental America has a limited operating history, which makes it difficult to assess its ability to generate revenue through operations; y
- 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," "anticipates," "estimates," "believes," "intends" or "projects," 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 by these forward-looking statements due to various risks, uncertainties and other factors, including the ability to raise sufficient capital to continue operations of our company. These statements can be found in the "Management's Analysis and Discussion" and "Business" sections, as well as in this memorandum generally. 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 generally. In light of these risks and uncertainties, there can be no assurance 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 the federal securities laws, there is no undertaking to publicly update or revise any forward-looking statements, whether as a result of new information, future events, changes in circumstances or otherwise.

Specific discussions presented herein about our Company include financial projections, estimates and future expectations about our Company's business. Such projections, estimates and expectations are presented in this Memorandum solely as guidance on future possibilities and do not represent actual amounts or assured events. All projections and estimates are based solely on our Company's management's own assessment of its business, the industry in which it operates, the general economy and other operating factors, including capital resources and liquidity, financial condition, contract performance and opportunities. Actual results may differ materially from 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 REGARDING THIS MEMORANDUM SHOULD BE DIRECTED TO AUTHORIZED OFFICIALS OF THE COMPANY, AS INDICATED BELOW. THESE INDIVIDUALS WILL BE AVAILABLE IN REASONABLE TIME PRIOR TO YOUR PURCHASE TO ANSWER YOUR QUESTIONS AND PROVIDE INFORMATION IN ADDITION TO THAT CONTAINED IN THIS MEMORANDUM.

Managing Member
Reental America, LLC.

Copies to:
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ABSTRACT

The following summary is supplemented in its entirety by the more detailed information contained elsewhere herein. You should read the entire Memorandum and carefully consider, among other things, the matters set forth in the section entitled "Risk Factors." We encourage you to consult with your attorney, tax advisor, and business advisor regarding the legal, tax, and business aspects of an investment in the Interest. In this Memorandum, all references to "$" or "dollars" refer to U.S. dollars.

THE COMPANY

Overview

Reental America Series LLC has created a system for tokenizing real estate and promise to purchase contracts. This system allows a token holder to acquire and retain most of the legal rights and protections afforded by traditional real estate ownership and promise to purchase contracts. This Reental Token system uses a Floridare limited liability company ("Limited Liability Company") as an intermediary entity between an individual token owner and a real estate or promise to purchase contract. Ownership of a series of LLCs (each, a "Series") is divided into approximately TWENTY THOUSAND (20,000) membership shares, or Interests, and these shares are represented by the same number of unique cryptographic digital tokens, or ReentalTokens, on the Polygon blockchain. As digital representations of the Interests, the ReentalTokens embody the legal characteristics of the Interests and carry all the rights and obligations associated with them. ReentalTokens, like Interests, are securities for purposes of U.S. securities laws and are designed to comply with applicable U.S. federal and state securities laws and regulations. See "Securities Offered – ReentalTokens" for more information.

Each LLC Series will acquire and own a specific real estate asset or hold a promise contract. Ownership of one or all of the up to 20,000 ReentalTokens in a Series gives a person limited ownership and management rights over the Series that issued the ReentalTokens and, therefore, over the specific ownership of the Series or the promise contract that it holds. Because the sole purpose of a Series is to own a single property or to hold a promise contract, ownership of all ReentalTokens issued by a Series effectively amounts to ownership of that Series or the rights to the promise contract that the Series holds, with, however, very limited control over the administration and disposition of the property or the promise contract. Through the services of a management company, the Series, as well as the real estate asset or promise contract it holds, can be managed and maintained with minimal or no participation by the holders of ReentalTokens, who retain full economic ownership of the ownership or promise contract. Through the use of Polygon's Interplanetary File System (IPFS), a peer-to-peer distributed file system hosted on the Polygon network, which Reental America plans to implement in the future, all necessary documents evidencing ownership of the real estate or promise contract held by the Series, as well as ownership of the Series by ReentalToken holders, will be accessible on the Polygon blockchain via the internet, at any time, from anywhere, and by anyone.

Reental America will be taxed as a partnership, with profit and loss passed through to its partners. However, we intend to have each Series considered a partnership taxable as a corporation. Therefore, holders of shares in a Series will receive an annual 1099 information return detailing the dividends, if any, paid to the holder and other tax information pertinent to an interest in a corporation.

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.

Such investments may be made directly or indirectly, including, but not limited to:

- acquisition of real estate assets,
- shareholdings,
- 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 channelled through legally segregated compartments, specialised investment vehicles or bankruptcy remote structures, set up in different jurisdictions.

The Series will be able to obtain economic exposure to the underlying assets without the need to directly or indirectly acquire

the registered ownership of the corresponding real estate.

Our business and technological approach to ReentalTokens is described in greater detail below and in Reental's informational documentation. No external documents, including whitepapers, marketing materials, or promotional documentation, are incorporated by reference into this Memorandum.

Series RNT SPV 26 LLC (MIA-7)

The related Interest and Reental Tokens described in this Memorandum are offered and sold through a Reental America Series: Series RNT SPV 26 LLC (MIA-7).

History and Structure

Series RNT SPV 26 LLC (MIA-7) is the vehicle designated to underwrite the Rating instrument.

As a serial limited liability company, ownership of Reental America's underlying assets will be held by, or for the benefit of, the applicable series of interests. It is our intent that each series of shares will own its own underlying asset, which will be real estate or a promise to purchase contract. A new series of shares will be issued for future real estate properties or promise of sale contracts that Reental America acquires or holds.

Section 605.0111 of the Limited Liability Company (LLC) Act provides that, if certain conditions are met (including that certain provisions are included in the incorporation and governance documents of the series limited liability company, and if the records maintained for such series account for the assets associated with such 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 shall be enforceable only against the assets of such series and not against the assets of the limited liability company in general or any other series. Therefore, the assets and liabilities of a series include only the real property or promise to purchase contract associated with such series and other related assets and liabilities (e.g., cash reserves).

The underlying asset

The Underlying Asset

Series RNT SPV 26 LLC (MIA-7) will use the proceeds of the Offering to subscribe to a structured financial instrument ("Promissory Notes", "Loan Notes" or "RELINC") channeled by Estating, with economic exposure to the Alturia project, for up to TWO MILLION U.S. DOLLARS (2,000,000 USD). The issuer is identified as Estating Property Vault, S.A., in accordance with the structure of the reference model.

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

The Notes will be economically linked to the Class A "Alturia" multifamily residential development, located at 1991 NE 163rd St, North Miami Beach, Florida, United States (the "Underlying Asset"). The project comprises 351 homes in a 26-story tower and approximately 3,500 square feet of commercial space. The developer is ILP Developers, led by Rafael Pecchio.

The Series will own the subscribed financial instrument; investors will acquire shares in the Series, without directly acquiring the property. The chain of ownership, guarantees and collection rights must be verified in the instrument-specific documentation.

The profitability of the Notes will depend mainly on the evolution, stabilization and eventual monetization of the Underlying Asset, including potential refinancing, 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 anticipated estimates.

The initially planned destination is the subscription of the instrument linked to Alturia, together with the necessary cash balances and operating reserves.

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

For the structuring of the investment, corporate vehicles and market-standard contractual structures will be used with the aim of optimizing the operational, fiscal 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, and it is estimated that most of the potential return will be generated at the time of final monetization of the Underlying Asset.

Managing Member

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

The Managing Partner shall not be entitled to receive or acquire Reental Tokens Series RNT SPV 26 LLC (MIA-7) in connection with its role as Managing Partner. However, Reental 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 22 ST, Suite 106, Miami, FL 33145, and the telephone number is +34 644 679 474.

Operating expenses

After the initial Close, the Series will be responsible for the following costs and expenses attributable to Reental America's activities related to the Series (collectively, the "Operating Expenses"):

- any and all ongoing fees, costs and expenses incurred in connection with the administration of the Underlying Asset, including Management Fees and real estate taxes, security, valuation, marketing and utilization of the Underlying Asset;
- fees, costs, and expenses incurred in connection with the preparation of any Series reports and accounts, including any required legal filings in certain statements, accounting, and any annual audits of Series accounts (if applicable);
- fees, costs and expenses of a third-party 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 payments;
- any and all insurance premiums or expenses incurred in connection with the Underlying Asset; y
- any similar expenses that may be determined as Operating Expenses, as determined by Manager in its reasonable discretion.

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

If the Operating Expenses exceed the amount of revenue generated by the Underlying Asset and cannot be covered by any Operating Expense reserves on the Underlying Asset's balance sheet, the Managing Member shall lend the amount of the

Operating Expenses to the Series, on which the Managing Member may impose a reasonable interest rate, and shall be entitled to reimbursement of such amount from the future revenues generated by the Underlying Asset (an "Operating Expense Reimbursement Obligation(s)").

Given the nature of the investment and the monetization strategy of 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 repayment obligations as provided in this Memorandum.

Distribution rights

"Free Cash Flow" consists of the net income (as per 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 amounts received by the Series from the Estating instrument will be applied in accordance with the final documentation, taking into account the validly approved costs and reserves, the tax obligations and the economic distribution described for the investors and Reental. Direct ownership or lease of the property by the Series is not presumed.

1. repay any outstanding amounts under the Operating Expense Reimbursement Obligations plus accrued interest;

2. Subsequently, create such reserves as the Managing Partner deems necessary, in its sole discretion, to cover future Operating Expenses; y

3. Subsequently, apply the distribution of principal and profit between investors and Reental, including the carry, in accordance with the final documentation and net of the applicable tax obligations.

It is expected to distribute principal and profit to holders when the Series receives and can distribute the exit payment of the Scoring instrument, in accordance with the distribution described and the final documentation. No periodic income is expected to the investor. The tax nature of the payment and the declaration and registration procedures are pending review.

See "Securities Offered: Distribution Rights."

Timing and Form of Distributions

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

Manager may change the timing of potential distributions in its sole discretion.

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

In the event of liquidation of Reental America in its entirety or any Series, the Managing Member (or a liquidator appointed by the Managing Member) will be responsible for liquidating the businesses of the applicable Series or Reental America in its entirety, as applicable, as well as monetizing or liquidating its assets. Upon liquidation of a Series or Reental America in its entirety, as applicable, any net proceeds available after applicable taxes, costs and expenses will be distributed: (i) first, to any outside creditors; (ii) second, to any creditor who is the Managing Member or its affiliates (including, but not limited to, payment of any outstanding Operating Expense Reimbursement Obligations); and (iii) thereafter, the remainder to the holders of shares in the applicable Series, distributed on a pro rata basis based on the number of shares held by each holder and in accordance with the preferences and economic rights applicable within such Series.

See "Offered Securities — Settlement Rights."

Transfer restrictions

Manager may reject a transfer by an Interest Holder of its Interest(s) for any reason in its sole discretion, including if such transfer resulted in (a) there being more than 2000 beneficial owners in the Series or more than 500 beneficial owners who are not "accredited investors", (b) the Series assets being considered "plan assets" for purposes of the Employee Retirement Income Security Act of 1974 and its regulations, as amended ("**ERESA Act**"), (c) a change in U.S. federal income tax treatment for Reental America and/or the Series, or (d) Reental America, the Series or the Manager being subject to additional regulatory requirements. In addition, because Shares are not registered under the Securities Act, transfers of Shares to or within the United States may only be effected pursuant to exemptions under the Securities Act and if permitted by applicable state securities laws. See "Securities on Offer — Transfer Restrictions" for more information.

THE OFFER

The Issuer:

Series RNT SPV 26 LLC (the "Series"), d/b/a "Miami 7 (MIA-7)", is the designated vehicle to enter into the Rating instrument. Its legal relationship with Reental America LLC must be confirmed in the Articles of Incorporation and the Operating Agreement.

Bid Amount:

A maximum of TWENTY THOUSAND (20,000) Membership Entries are offered in the Series, for a maximum aggregate amount of TWO MILLION U.S. DOLLARS (2,000,000 USD).

Duration of the investment:

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

Distributions:

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

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

Cost-effectiveness:

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 twelve percent (12%) for Reentel, fifteen percent (15%) for Reentel Pro and eighteen percent (18%) for SuperReentel. The 36-month horizon and its initial date should be compared with Estating; the disbursement date is not automatically identified with the start of the performance. The illustrative calculations preserve the timing of the economic model, subject to this confirmation. The simple annual 18% over three years is equivalent to 54% accumulated and an IRR of approximately 15.46%, with a single final payment.

The total cumulative return estimated in this central scenario could be approximately between thirty-six percent (36%) and fifty-four percent (54%) of 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.

Such returns are not fixed or guaranteed and actual results could differ materially from initial estimates.

Investment structure:

The investment is articulated 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 the 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 the invested capital.

Transmission Restrictions:

Investors who are U.S. persons will be subject to a statutory lock-up period of one (1) year, in accordance with applicable securities laws in the United States (Regulation D and Regulation S), during which they will not be able to transfer their Shares.

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

Participations:

The Shares will be issued in the form of cryptographic digital tokens denominated "Series RNT SPV 26 LLC (MIA-7) ReentalTokens", based on smart contracts deployed on the Polygon network, compatible with the ERC-20 standard and adapted to comply with the transmission restrictions required by applicable securities regulations.

Token Identifier:

MIA-7

Sale Price:

The bid price for each Series RNT SPV 26 LLC (MIA-7) ReentalToken is 100 USD.

Minimum investment:

The minimum individual investment amount will be one (1) Entry, equivalent to $100. Each investor's acceptance will be subject to applicable eligibility and documentation requirements.

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

Proposed minimum threshold of recruitment; escrow account:

The proposed minimum threshold for the Offering is $1,000,000.

Reental America has not designated any outside financial institution as escrow agent. Investor funds will be deposited in accounts owned by the Company or its affiliates and will be available for use in accordance with the purpose of funds described in this Memorandum.

Payment method:

Shares are denominated in USD. Contributions will be accepted in Euros, USD, USDT, USDC converted to USD at the appropriate rate on the conversion date. Principal and yields will be paid in USDT/USDC. Returns measured in another currency will depend on the exchange rate;

Digital wallets:

To receive ReentalTokens, investors will need to have a digital wallet that supports ERC-20 tokens, as well as a valid address.

The Company will not be liable for errors arising from incorrect or incompatible addresses.

Severability:

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

Best Efforts:

The Offering is made on a "best efforts" basis, with no guarantee of total 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 make one or more successive closings as funds and documentation are received.

Termination of Offer:

The Offer will end on the earlier of:

(i) the date on which the maximum amount of TWO MILLION U.S. DOLLARS (2,000,000 USD) is reached;
(ii) the date determined by the Company in its sole discretion; or
(iii) any earlier dates agreed by the Company.

Destination of the funds:

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

Investors' rights:

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

Applicable Law:

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

Risk factors:

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

RISK FACTORS

The Interest, in the form of ReentalTokens Series RNT SPV 26 LLC (MIA-7), offered hereby is highly speculative in nature, carries a high degree of risk, and should only be acquired by individuals who can afford to lose the entirety of their investment. There can be no assurance that the Company's investment objectives will be achieved or that a secondary market for the Interests will develop, whether through the ReentalToken website, through third-party registered broker-dealers, 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 the ReentalTokens Series RNT SPV 26 LLC (MIA-7). Prospective investors should obtain their own legal and tax advice before investing in the ReentalTokens Series RNT SPV 26 LLC (MIA-7) and should be aware that an investment in the ReentalTokens Series RNT SPV 26 LLC (MIA-7) 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 26 LLC (MIA-7).

Risks Related to Reental America's Structure, Operation, and Performance

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

The acquisition of the Shares does not constitute a direct investment in either Reental America or the Underlying Asset. This implies limited voting rights for the Investor, which relate exclusively to the Series. Investors will have voting rights only with respect to certain matters, primarily related to amendments to the Operating Agreement that could adversely affect the rights of the Units. Therefore, the Managing Partner retains significant control over the management of Reental America and the Underlying Asset. In addition, because the Shares do not constitute an investment in Reental America as a whole, their holders will not receive any economic benefit or be subject to the obligations of the assets of any other series of Units. In addition, an holder's economic interest in the Series will not be identical to that of owning a direct and undivided interest in the Underlying Asset, since, among other things, the Series will be required to pay corporate taxes before distributions are made to the holders, and the Managing Partner will receive a fee for the management of the Underlying Asset.

Reental America and the Series were recently formed, have no background or operating history from which to evaluate Reental America or this investment.

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

Given our nature as a startup, investors may not be interested in making an investment and we may not be able to raise all of 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 your Interests.

Due to the startup nature of Reental America, there can be no assurance that we will achieve our potential investor funding target with respect to the Series or future proposed series of shares. If we do not meet the funding target, we may not be able to achieve our investment objectives by acquiring additional underlying assets by issuing new series of shares and monetizing them together with the Underlying Asset to generate distributions for investors. If we are unable to raise funding for new series of shares, this could affect investors who already own shares, as they will not receive the benefits of economies of scale following the acquisition of additional underlying assets and other monetization opportunities by other series of units. In addition, if we fail to fund this or new Series, we may terminate the transaction without having achieved our business objectives, and you may have difficulty obtaining a return on your investment.

There are few, if any, companies that have pursued a similar investment strategy or objective as Reental America, which can make it difficult for Reental America and its interests to gain market acceptance.

We do not believe that any other company will crowdfund tokenized real estate assets, promise to purchase agreements, or intend to operate a platform for the crowdfunding of tokenized interests in real estate. Reental America and the Shares may not gain market acceptance from potential real estate Investors, Borrowers, or service providers, including insurance companies, appraisers, and strategic partners. This could result in the Manager's inability to operate the Underlying Asset profitably. This could affect the issuance of new series of shares and our acquisition of additional underlying assets. This would further inhibit Reental America's acceptance in the market, and if additional underlying assets are not acquired, Investors would not receive the benefits of economies of scale, such as more efficient management, service provider expenses, and access to adequate deal flow. In addition, if our business model is not accepted by investors, we may terminate the

transaction, which could make it difficult for you to receive distributions or return 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 shall be the responsibility of the Series. However, if the Operating Expenses exceed the amount of revenue generated by the Underlying Asset, the Managing Partner shall lend the amount of the Operating Expenses to the Series, on which it may impose a reasonable interest rate and be entitled to the Operating Expense Reimbursement Obligations.

If there is an Operating Expense Reimbursement Obligation, this interrelated 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 such Investors.

Our success depends in large part on our Managing Partner and their ability to execute our business plan.

The success of the transaction depends in part on the Managing Partner's ability to obtain, acquire and manage the underlying assets. If the Managing Partner fails to operate and develop the business successfully, it could lose its investment in the Series.

The success of Reental America (and therefore the Interests) will depend largely on the experience and performance of the Managing Partner and its team, its network of experts and other investment professionals (including external experts) in obtaining, acquiring and managing the underlying assets. There can be no assurance that these individuals will remain linked to the Managing Partner. The loss of the services of one or more of these individuals could have a significant negative effect on the underlying assets, in particular their continued management and use to support the Interest Holders' investment.

In addition, Reental America's success and the value of the Interests depend on the existence of a critical market mass for the Interests and Reental America's ability to acquire a number of underlying assets. In the event that we are unable to obtain additional underlying assets due to, for example, competition for such underlying assets or a lack of commercially available underlying assets, this could significantly impact Reental America's success and its objectives to acquire additional underlying assets by issuing new series of interests and monetizing them in conjunction with the Underlying Asset. Reental Token intends to monetize distressed underlying assets through revitalization in order to introduce improvements that increase profitability and maximize resale value and revenue. Reental America anticipates committing 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 stage there can be no assurance that such planned commitments will be made or that, if they are made, they will have a positive impact on the values of the underlying assets.

The Power of Attorney provisions of the Operating Agreement could have a negative impact on an Investor's investment in the Interest.

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, continuity, or dissolution of Reental America. This power of attorney also includes a provision under which the investor waives any defenses that may be available to challenge, deny, or refute the Managing Partner's action taken in good faith under the power of attorney. This power of attorney and waiver may limit the investor's ability to take certain actions that it deems prudent and could result in adverse outcomes for the investor.

If Reental America's limited liability structure is not respected, then investors may have to share any liability of Reental America with all investors and not just those who have the same set of interests as them.

Reental America is structured as a Floridare series limited liability company that issues different series of shares for each underlying asset. Each series of shares will simply be a separate series and not a separate legal entity. Under the Limited Liability Company (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 units, and the assets of one series of units are not available to satisfy the obligations of the other series of units. While this limitation of liability is recognized by the courts of Floridare, there is no guarantee that, in the event of a challenge before the courts of another U.S. state or a foreign jurisdiction, such courts will respect a similar interpretation of Floridare partnership law, and in the past, certain jurisdictions have not respected such interpretation. If our series limited liability company structure is not respected, investors may have to share Reental America's obligations with all investors and not just those who own the same series of shares as them. In addition, 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 Company (LLC) Act, it is possible that a court will conclude that the methods used did not comply with Section 18-215(b) of the LLC Act and therefore potentially expose the Series assets to the liabilities of another series of shares. The consequence of this is that Investors may have to incur expenses in excess of what was anticipated, which would adversely affect the value of their Shares or the likelihood that the Series will make distributions to Investors. In addition, we are not aware of any court case that has tested the limitations on inter-series liability provided for in Section 18-215(b) in federal bankruptcy courts, and a bankruptcy court may determine that the assets of one series of units should be applied to cover the liabilities of the other series of units or the liabilities of Reental America generally, when the assets of such other series of units or of Reental America generally are insufficient to cover our liabilities.

If any commission, cost or expense of Reental America is not allocable to a specific series of interests, it will be borne proportionately among all series. While the Managing Partner will allocate commissions, costs and expenses in a reasonable manner and in accordance with its allocation policy (see "Description of Business — Allocation of Expenses"), there may be situations where it is difficult to allocate commissions, costs and expenses to a specific series of interests and therefore there is a risk that one series of interests will assume a proportionate share of the commissions, costs and expenses of a service or product for which another series of interests made 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 establishes that a separate series of a Series LLC is an eligible entity that may elect to be considered a corporation for federal tax purposes is found in the proposed Treasury regulations, which technically have not yet gone into effect (Treasury Regulation section 301.7701-1(a)(5)) and could be subject to change if such regulations are issued in their final form. If such a change were to occur, investors in the Series would likely be considered partners in a taxing partnership and would be subject to the federal income tax in effect on their proportionate share of the Series or Company income.

A potential breach of Reental Token's website security measures could have a substantial adverse effect on Reental 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 target and potentially vulnerable to 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 confidential 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 breached. Any accidental or intentional security breach or other unauthorized access to the ReentalToken website could result in the theft of confidential 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 loss of information, costly and lengthy litigation, negative publicity, or the loss of intellectual property of the Managing Partner and Reental America's trade secrets. If security measures are breached due to the action of a third party, employee error, misconduct or otherwise, or if design flaws in ReentalToken's 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 Member could incur significant liability or see its attention significantly diverted from the utilization of the underlying assets, which could have a material negative impact on the value of interest or the potential for distributions to be made on interest.

Since the techniques used to sabotage or gain unauthorized access to systems change frequently and are typically 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 appropriate preventative measures. In addition, federal regulators and many federal and state laws and regulations require companies to notify individuals of data breaches affecting their personal data. These mandatory disclosures about a security breach are costly to implement and often generate widespread negative publicity, which can cause investors, borrowers, or industry service providers, including insurance companies, to lose confidence in the effectiveness of the ReentalToken website's 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 interest series and monetizing them alongside the underlying asset.

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

The interests are sold by the managing partner, who is not a registered broker-dealer under the Securities Exchange Act of

1934, as amended (the "**Exchange Act**"), and which will not be registered in each state where the Offer and Sale of the Interests will be made. If a regulatory authority determines that the Managing Partner, who is not a registered broker-dealer under the Exchange Act or any state securities law, has engaged in brokerage activities, the Managing Partner might have to cease trading and therefore Reental America might not have an entity managing the Underlying Asset. In addition, if the Managing Partner is required to register as a "broker-dealer," there is a risk that any series of interests offered and sold while the Managing Partner was not registered may be subject to a right of termination, which may result in early termination of the Series.

In addition, Reental America is not and will not be registered as an investment company under the Investment Company Act of 1940, as amended (the "**Investment Company 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**"), so the Interests do not benefit from the protections of the Investment Company Act or the Investment Advisers Act. Reental America and the Managing Partner have taken the position that the underlying assets are not "securities" within the meaning of the Investment Company Act or the Investment Advisers Act, and therefore Reental 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. If Reental America were required to register under the Investment Company Act or the Managing Partner were required to register under the Investment Advisers Act, this could have a material 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 liquidate and liquidate the Series or terminate the Offering of the Interest or the offer of any other series of interests.

Risks related to the real estate sector

The Series is expected to invest only 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 own assets other than the Underlying Asset, other than potential cash reserves for maintenance, insurance and other expenses related to the Underlying Asset, and the amounts earned by the Series from the monetization of the Underlying Asset, if any. Investors seeking diversification should create their own diversified portfolio by investing in opportunities other than the Series.

Each Reental America series is expected to invest in real estate or a promise to purchase contract. 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 promise to purchase contracts), any downturn in the real estate sector is likely to affect the value of the underlying assets and, consequently, the value of the interest. In addition, the value of such investment properties or promise to purchase contracts could be affected if an economic downturn occurs and there is less income available to invest in products such as real estate securities. In the event of a downturn in the sector, the value of the underlying assets is likely to decline.

The geographical concentration of ReentalToken's investment properties and fluctuations in local markets may adversely affect ReentalToken's financial condition and results of operations.

Reental America will own a relatively small number of properties and promise to purchase contracts, tied to a few geographic areas. As a result of this geographic concentration, if a local investment property market performs poorly, income derived from investment properties in that market could decrease. 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 cost-effective manner. Consequently, economic downturns in local markets where ReentalToken owns investment properties could have a negative impact on ReentalToken's cash flow and its ability to meet its financial obligations to investors.

Reental America may be negatively impacted by rising real estate operating costs.

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 safety, landscaping, repairs, and maintenance. If operating expenses increase, competition in local rental markets could limit the increase in rents to cover the increase in expenses without reducing occupancy, impacting ReentalToken's ability to resell its properties to third parties in a timely and cost-effective manner.

The discovery of previously undetected hazardous environmental conditions may negatively impact ReentalToken'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 responsible for the cost of removing or remediating hazardous or regulated substances on, under, in, or around the property. The costs of researching, removing, or remediating such substances can be substantial. Such laws may impose liability regardless of whether the owner or operator knew 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 expense. Environmental laws provide penalties for non-compliance 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, of complying with environmental requirements, of remediating any contaminated property, or of paying personal injury claims could materially adversely affect ReentalToken's business, assets, or results of operations and, consequently, its ability to meet its financial obligations to ReentalToken.

There are risks inherent in real estate investments

Investments in assets such as ReentalToken Series RNT SPV 26 LLC (MIA-7) are subject to varying degrees of risk, including:

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

In addition, periods of economic slowdown or recession, rising interest rates or decreased demand for real estate, or the public perception that any of these events may occur, could result in an overall decrease in rents or a higher incidence of defaults on existing leases, which would negatively affect us.

Expropriation of land

The property or a portion of it could be subject to a forcible expropriation or reverse condemnation action. Any such action could have a substantial negative effect on the value or marketability of the property, as well as on the amount received at the final sale.

Property Tax Increases

Each LLC Series may be subject to property taxes, which may increase based on fluctuations in tax rates and as taxing authorities assess or revalue the asset. Non-payment of taxes may result in the imposition of a lien on the asset and its subsequent sale.

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

Overall, concerns about indoor mold exposure have been on the rise. 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 policy generally exclude certain mold-related claims. In this case, we would have to use our funds to resolve the issue, including court costs. Liabilities arising from moisture infiltration and the presence of or exposure to mold will have a negative impact on 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 surface storage tanks, the use, storage, treatment, transportation, and disposal of solid and hazardous materials, and the remediation of contamination associated with disposal. We are also required to comply with various local, state, and federal regulations regarding fire, health, safety, and the like. Some of these laws and regulations may impose joint and several 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 or was responsible for the presence of hazardous or toxic substances. The cost of removal or remediation could be substantial. In addition, the presence of these substances, or the lack of adequate remediation, may adversely affect our ability to rent units or sell the Series Reental Tokens.

Environmental laws and regulations may also impose restrictions on how we use or operate the asset. These restrictions may require us to make substantial expenditures. Environmental laws and regulations provide penalties for non-compliance and may be enforced by government agencies or, in certain circumstances, by private entities. Third parties may seek compensation from owners or operators of real estate 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 make substantial expenditures. For example, a number of federal, regional, and state laws and regulations have been implemented or are being considered 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, building 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

Investing as a Partner in a Limited Liability Company

The Series will only have direct participation, through participation in the associated investment vehicles and the limited liability company that owns the property. Therefore, the business and management decisions of such 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 may not interfere with or control the decision-making process of the associated investment vehicles or the limited liability company that owns the property, or the real estate itself, and, in general, will not have any rights with respect to 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, sponsors may pass resolutions that are not in the interests of the holder of the Notes (i.e., the Series) or that are contrary to the Notes, which could adversely affect the value of the real estate and, ultimately, the value of the Notes.

Construction risk.

Construction work may need to be performed on the property. Construction carries numerous risks, including risks of delays and cost overruns. Contractors could fail to meet construction obligations on time, which could lead to losses for potential tenants. Certain aspects of the development may not be approved by the appropriate authorities or approvals may be delayed. This could result in delays or require an alternative design. Construction may not be completed on time or on budget, resulting in increased debt service expenses and construction costs, as well as delays in leasing such properties and generating cash flow. Major renovation and development activities are also subject to risks related to the impossibility or delay in obtaining all necessary government permits and authorizations in terms of zoning, land use, construction, occupancy, and other requirements. Once completed, these renovated properties could underperform, generating less than budgeted cash flow. In addition, major renovations, regardless of whether successful or not, typically require a considerable portion of management's time and attention, which could divert their time from day-to-day operations. This could result in an adverse change in the ROI profile in such a case. **.**

Mortgage loans

The acquisition of the property may be financed (in part) by a loan or any type of mortgage indebtedness, under which a mortgage will be created on the property in question to secure the obligations arising from the bank loan. The security right, created by the mortgage, is provided to have structural priority over the rights and claims of the Lender in relation to the Loan Notes. In the event of enforcement of the priority mortgages securing the bank loans granted for the financing of the property, the proceeds from such enforcement will be used first to satisfy those 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 cascade of payments provisions included in the relevant contracts. In addition, if the prices of the real estate and the real estate market in the target market were to fall substantially, the value of the real estate constituting 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 likelihood of any distribution we make to Investors.

The Underlying Asset could be damaged through 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. Whilst it is our intention to insure the Underlying Asset (subject to the terms and conditions of the policy), in the event of claims against such insurance policies, there can be no guarantee of reimbursement of losses or costs, replacement of the Underlying Asset with a similar one, or that the insurance funds 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 Interest. In the event of damage to the Underlying Asset, this will affect its value and, consequently, the Interest related to it, as well as the likelihood that we will make distributions to Investors.

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

In order to protect and care for the underlying assets, the Managing Partner must ensure adequate maintenance and insurance coverage. The cost of maintenance 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 a discount on maintenance and insurance costs thanks to economies of scale. These reductions are contingent on us 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 Interest, the amount of distributions made to the Investors who hold the Interest, on the potential proceeds from a sale of the Underlying Asset (if it ever occurs) and any capital income returned to the 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 undertake restoration or repair of the Underlying Asset, there may be situations in the future where it is necessary to do so (for example, due to natural wear and tear or use of such Underlying Asset). Doing so will depend on the performance of third-party contractors and subcontractors and could expose you to the risk that a project will not be completed within budget, the agreed timeframe or the agreed specifications. While we will seek to mitigate our exposure through the negotiation of appropriate contracts, including corresponding collateral protection, any failure by a contractor to perform its obligations could adversely affect the value of the Underlying Asset and therefore the value of the Interest.

Insurance may not cover all losses, which may result in an operating loss and the likelihood that we will not make distributions.

Insurance of the underlying asset might not cover all losses. There are certain types of losses, usually catastrophic in nature, such as earthquakes, floods, hurricanes, terrorism, or acts of war, that may not be insurable or not insurable financially. Inflation, environmental considerations, and other factors, including terrorism or acts of war, could also render insurance funds insufficient to repair or replace an asset if it is damaged or destroyed. In such circumstances, the insurance funds received might not be sufficient to restore our economic position with respect to the affected underlying assets. In addition, the series of interests related to such affected underlying assets would bear the cost of paying any deductibles. Any uninsured losses could result in both the loss of cash flow and the loss of the value of the affected underlying assets and, consequently, of the range 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 the unlawful actions of certain third parties.

The Series will assume all ownership 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 you suffer in connection with the Underlying Asset. This would represent a loss to Reental America and would therefore be deductible from any income or capital product payable with respect to the Series from the Underlying Asset, which in turn would adversely affect the value of the Series to which the Underlying Asset relates and the likelihood that we will make 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 will be free from ownership claims, nor that such claims may arise following the acquisition of an underlying asset by a series of shares. We may not have a complete history of ownership of an underlying

asset or a future underlying asset. In the event of an ownership claim against us, although we will have title insurance, we may not have a right of recourse against the Borrower and the value of the Underlying Asset and Series may be reduced.

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

We may be forced to sell the Underlying Asset (e.g., in the event of bankruptcy of the Managing Partner), and such sale may occur at an inopportune time, at a value lower than that of its initial acquisition or at a price lower than the total sum of the costs, commissions and expenses used for its acquisition. In addition, there may be liabilities related to the Underlying Asset, including, but not limited to, Operating Expense Reimbursement Obligations on the Underlying Asset's balance sheet at the time of the forced sale, which would be settled before the Investors received the appropriate distributions. In such circumstances, the capital raised by the Underlying Asset, and therefore the return available to Investors, could be lower than what would have been realized if the Underlying Asset had continued in our possession and subsequently been sold.

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 provides that the Managing Partner, in exercising his or her rights as a Managing Partner, shall be entitled to consider only such interests and factors as he or she desires, including his or her own interests, and shall have no obligation (fiduciary or otherwise) to consider any interest or factor affecting us or our investors, nor shall he or she be subject to any different rules imposed by our Operating Agreement, the Limited Liability Company (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.

Reental America, the Managing Partner, the Borrower, and their affiliates will seek to balance our interests with yours. However, to the extent that such parties take actions that favor entities other than Series RNT SPV 26 LLC (MIA-7), these actions could have a negative impact on our financial performance and, consequently, on distributions to Investors and the value of Interest. Reental America has not adopted, and does not intend to adopt in the future, a conflict of interest policy or dispute resolution policy.

There may be conflicts between the Managing Partner and their respective employees or affiliates.

The Managing Partner will collaborate, on behalf of Reental 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 be maintained for the benefit of the Managing Partner and not Reental America, or may be applied disproportionately to other series of shares. The Managing Partner may be incentivized to choose a broker, dealer, or Borrower based on the benefits it will receive or all sets of shares combined, rather than considering what is most convenient for the Series.

In the event that Operating Expenses exceed the proceeds of the Underlying Asset, if any, and cash reserves, the Managing Partner has the option for the Series to incur an Operating Expense Reimbursement Obligation to cover such excess. Given that interest could accrue on such a loan, the Managing Partner could be incentivized for the Series to incur an Operating Expense Reimbursement Obligation to cover such Expenses rather than seeking other sources of additional revenue, or to repay any outstanding Operating Expense Reimbursement Obligation as soon as possible, rather than making distributions to Investors. The Managing Partner may also elect to issue additional Interest to cover Operating Expenses in lieu of Reental America incurring an Operating Expense Reimbursement Obligation, even if the interest payable by the Series on any Operating Expense Reimbursement Obligation might be economically more beneficial to Interest Holders than the dilution resulting from the issuance of additional Interest.

Conflicts of income and expense allocations may arise between interest series.

There may be situations where it becomes difficult or impossible to accurately allocate revenues, costs, and expenses to a specific set of interests, and certain interests could receive a disproportionate percentage of the costs or revenues, as applicable. In such circumstances, the Managing Partner could find itself in a conflict between acting in the best interests of Reental America as a whole or in the interest of each of the interests. While we currently intend to allocate expenses as described in the "Business Description - Expense Allocation," the Managing Partner reserves the right to modify this allocation policy at any time without 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, should an offer to acquire it in its entirety is received. In the event that the Managing Partner or its affiliates will receive trading volume fees in relation to the interest in an underlying asset, they may be incentivized not to liquidate such asset, even if investors prefer to receive the gains derived from any appreciation in the value of that asset. In addition, when deciding to liquidate an underlying asset, the Managing Partner will do so considering all the circumstances of the moment, which may include obtaining a price for the underlying asset that benefits a large majority, but not all investors.

The Managing Partner has the authority to unilaterally modify the Operating Agreement and the allocation policy. By being a party to or subject to these documents, you may be incentivized to modify them in a manner that benefits you as a Managing Partner of Reental America or the Series, or in a manner that does not benefit all investors. In addition, the Operating Agreement seeks to limit the Managing Partner's fiduciary obligations to its investors. Therefore, the Managing Partner may act in its own interest, rather than that of investors. Please see the "Securities on Offer" section for more information.

Conflicts may exist between legal counsel, Reental America, and the Reental Token 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 interests. Because such legal counsel represents both Reental America and such other parties, certain conflicts of interest exist and may arise. To the extent an irreconcilable conflict arises between Reental America and any of the other parties, legal counsel may represent such parties and not Reental America or the Series. In the future, legal counsel may provide services to Reental America or other parties related to Reental America-related activities, as well as other unrelated activities. Legal counsel does not represent any potential Series Investor in connection with this Offering nor will he represent holders of Reental America's shares. Prospective Investors are encouraged to consult with their own independent legal counsel regarding the other legal and tax implications of an investment in the Units.

Risks Associated with This Offer and Ownership of Our Interests

Transfer restrictions imposed by our Operating Agreement may result in you not being able to sell your ReentalTokens.

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

There is currently no public trading market for our securities.

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

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

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

In addition, fluctuations in the operating results of a particular number of holdings or failure to meet investor expectations could adversely affect the price of our securities. Operating results could fluctuate in the future due to a variety of factors that could adversely affect income or expenses in any reporting period, including our business's vulnerability to a general

economic downturn; changes in laws affecting our operations; competition; compensation-related expenses; enforcement 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, that (1) limit sales of securities to residents of a state, unless they are registered in that state or meet the requirements of a registration exemption, and (2) govern reporting requirements for broker-dealers and broker-dealers operating directly or indirectly in the state. Before selling a security in a state, there must be a record covering the transaction 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 the laws of any state. The determination on registration will be made by the broker-dealers, if any, who agree to act as market makers for the Shares. There may be significant restrictions from the state blue sky law on the ability of investors to sell and buyers to purchase the Shares. Investors should consider that the market for reselling 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 qualification.

Investors have no voting rights, and the managing member may take action that is not in the best interests of investors.

The Managing Partner has the unilateral discretion to modify the Operating Agreement and the allocation policy in certain circumstances without the consent of the Investors, who have only limited voting rights in respect of the Series. Therefore, the Investors will be subject to any modifications that the Managing Partner makes (if any) to the Operating Agreement and the allocation policy, as well as any decision it makes with respect to Reental America and the Series, on which the Investors do not have the right to vote. 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.

In addition, the Managing Partner can only be removed as Managing Partner of Reental America and as Manager of each series of shares in very limited circumstances, following a final judgment by a competent court finding him guilty of fraud in relation to Reental America or a series of shares. Therefore, investors would not be able to remove the Managing Partner simply because they disagree, for example, with the way in which the Managing Partner managed an underlying asset.

This is a fixed-price offer, and such price may not accurately represent the current value of Reental 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, which means that the Offering Price for the ReentalTokens Series RNT SPV 26 LLC (MIA-7) is fixed and will not vary based on the underlying value of our assets at any time. The Offering Price has been determined by the Managing Partner in its sole discretion, without the involvement of an investment bank or third parties. The fixed Offering Price for the ReentalTokens Series RNT SPV 26 LLC (MIA-7) will be based on our assessment of the value of any assets we own or may own, or the results of independent third-party appraisals that we may obtain. However, the fixed Offering Price established for the ReentalTokens Series RNT SPV 26 LLC (MIA-7) may not be supported by the current value of Reental America or our assets at any given time.

Potential 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 changes in regulations, and by the Internal Revenue Service (IRS) through its audit policy, public and private announcements, and resolutions. While significant changes in tax laws have historically been applied prospectively, there can be no assurance that any change in tax law affecting an investment in any series of Reental America holdings will be limited to its forward-looking 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, passed, or enacted, as applicable. This analysis would also apply to local property tax laws, which are also subject to periodic change.

In addition, investors may reside in a variety of tax jurisdictions around the world. In the event of changes in tax law or tax reporting obligations in any of these jurisdictions, such changes could adversely affect our clients' ability or willingness to acquire interests in real estate. 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 Polygon network, Series RNT SPV 26 LLC (MIA-7) forwarding tokens, and

cryptocurrencies

The potential application of existing regulatory regimes governing blockchain technologies, cryptocurrencies, tokens, and token offerings, such as the ReentalToken Series RNT SPV 26 LLC (MIA-7), is not yet fully developed and therefore remains quite uncertain in many respects. New regulations or policies could considerably affect the utility of the ReentalToken Series RNT SPV 26 LLC (MIA-7).

The regulation of tokens (including the ReentalTokens Series RNT SPV 26 LLC (MIA-7)) 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 Polygon network, on which the ReentalTokens Series RNT SPV 26 LLC (MIA-7)) are intended to be issued), are currently underdeveloped and likely to evolve rapidly. Such regulations may vary and conflict between international, federal, state, and local jurisdictions, and the potential application of existing regulations remains subject to great uncertainty in many respects. In addition, new laws, regulations, guidelines, or other measures (including adverse enforcement of existing laws and regulations) may be adopted by various legislative and executive bodies in the United States and other countries, which could severely affect access to markets or exchange platforms where ReentalTokens Series RNT SPV 26 LLC (MIA-7) are traded, as well as the structure, rights, value, and transferability of such ReentalTokens. In addition, our failure to comply with laws, rules, and regulations, some of which may not yet exist or be subject to interpretation and change, could result in adverse consequences, including fines and civil penalties.

This offering of ReentalTokens Series RNT SPV 26 LLC (MIA-7) 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 26 LLC (MIA-7).

This Offering has been structured in a manner that meets the registration exemption requirements in effect under U.S. federal and state securities laws. Investors agree to resell the ReentalTokens Series RNT SPV 26 LLC (MIA-7) solely in compliance with applicable securities laws and resale restrictions set forth in the subscription agreement and this Memorandum. In addition, no ATS or any other exchange has currently committed to listing the ReentalTokens Series RNT SPV 26 LLC (MIA-7), and their treatment as a security could limit or prevent their listing on certain exchanges in the future. While we intend to list the ReentalTokens Series RNT SPV 26 LLC (MIA-7) on one or more ATS or other exchanges, we cannot guarantee that our attempts to list the ReentalTokens Series RNT SPV 26 LLC (MIA-7) on any ATS or exchange will be successful. The Company does not expect a cybersecurity audit to be conducted 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 kept are hacked.

We do not anticipate conducting a cybersecurity audit of the ReentalToken smart contract. We believe that since all buyers of ReentalTokens will be whitelisted and all transactions on them will be recorded, 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 ever-evolving industry, as well as blockchain-based assets such as BTC and ETH, are subject to a number of factors that are difficult to assess. Slowing down or halting 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 26 LLC (MIA-7).

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 a decline, in the adoption and use of BTC or ETH and other blockchain assets, as well as the declining use of blockchain technology;
- Government 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 Polygon network) or similar systems, including in jurisdictions outside the United States;
- The maintenance and development of the Polygon network's open-source software protocol;
- Changes in consumer demographics and 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 U.S. dollar) or existing networks; or

- General economic conditions and regulatory environment related to cryptocurrencies.

Slowing down or stopping the development, general acceptance, adoption, and use of blockchain networks (such as the Polygon network) and blockchain assets may deter or delay the acceptance and adoption of ReentalTokens Series RNT SPV 26 LLC (MIA-7).

Blockchain asset prices are extremely volatile. Fluctuations in the price of digital assets could significantly and negatively impact our business, and ReentalTokens Series RNT SPV 26 LLC (MIA-7) could also be subject to significant price volatility.

The prices of blockchain assets such as BTC and ETH have historically been subject to drastic fluctuations and are highly volatile. The market price of ReentalTokens Series RNT SPV 26 LLC (MIA-7) can also be. A number of factors can influence the market price of ReentalTokens Series RNT SPV 26 LLC (MIA-7), including:

Global supply of blockchain assets;

- Global demand for blockchain assets, which may be influenced by the growth in acceptance by retail merchants 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;
- Currency 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 ReentalTokens Series RNT SPV 26 LLC (MIA-7) and liquidity on such exchanges may be traded;
- Service interruptions or failures of exchanges on which ReentalTokens Series RNT SPV 26 LLC (MIA-7) can be traded;
- Investment and marketing activities of large investors, including private and registered funds, who may directly or indirectly invest in ReentalTokens Series RNT SPV 26 LLC (MIA-7) or other blockchain assets;
- Monetary policies of governments, trade restrictions, devaluations and revaluations of the currency;
- Regulatory measures, if any, affecting the use of blockchain assets such as Series RNT SPV 26 LLC (MIA-7) ReentalTokens;
- The maintenance and development of the Polygon network's open-source software protocol;
- Global or regional political, economic or financial developments and situations; or
- Expectations among blockchain asset participants that the value of ReentalTokens Series RNT SPV 26 LLC (MIA-7) or other blockchain assets will change soon.

A decrease in the price of a single blockchain asset can cause volatility across the blockchain asset industry and may affect other blockchain assets, including ReentalTokens Series RNT SPV 26 LLC (MIA-7).

Blockchain networks use code subject to change at any time. These changes can have unforeseen consequences for ReentalTokens Series RNT SPV 26 LLC (MIA-7).

ReentalTokens Series RNT SPV 26 LLC (MIA-7) are designed to be ERC-20 tokens based on the Polygon blockchain protocol (or similar), modified to meet transfer restriction requirements set forth by applicable U.S. securities legislation. Changes, such as upgrades to the Polygon blockchain, may have unforeseen adverse effects on all blockchains that use ERC-20 tokens. In addition, the Polygon Network operates based on an open-source protocol maintained by its contributors, who generally do not receive compensation for maintaining and upgrading such protocol. The lack of guaranteed financial incentives for contributors to maintain or develop the Polygon Network and the lack of guaranteed resources to adequately

address emerging issues with the Polygon Network may reduce the incentives to address them in an appropriate or timely manner. This may negatively impact the market value or operational status of the ReentalTokens Series RNT SPV 26 LLC (MIA-7).

In addition, Reental America, in its sole discretion, may decide to issue the ReentalTokens Series RNT SPV 26 LLC (MIA-7) on a blockchain other than Polygon, which may adversely affect an investment in ReentalTokens Series RNT SPV 26 LLC (MIA-7).

Currently, there are only a few ATSs registered with the SEC to trade blockchain-based security tokens; we may not be successful in listing Series MIA-7 ReentalTokens on any ATS or, once listed, maintain such a listing; trading through a blockchain-capable ATS currently offers the only legal way to trade security tokens such as Series RNT SPV 26 LLC (MIA-7) ReentalTokens.

Currently, only a small number of SEC-registered ATSs have the technological capability to enable the trading of security tokens, such as ReentalTokens Series RNT SPV 26 LLC (MIA-7). Since ReentalTokens Series RNT SPV 26 LLC (MIA-7) are designed to be issued as ERC-20 tokens on the Polygon blockchain, they cannot currently be traded using a conventional securities trading platform, such as a national stock exchange (e.g., the New York Stock Exchange). However, since ReentalTokens Series RNT SPV 26 LLC (MIA-7) are securities, they are not allowed to be traded on most spot cryptocurrency exchanges that manage blockchain assets (e.g., Coinbase), as 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 ReentalTokens Series RNT SPV 26 LLC (MIA-7) may not be legally traded in the United States, which could result in a decrease in the value of a ReentalToken Series RNT SPV 26 LLC (MIA-7).

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

A number of companies offering services related to cryptocurrencies or blockchain tokens (such as ReentalTokens Series RNT SPV 26 LLC (MIA-7)) have been unable to find banks or financial institutions willing to provide them with bank accounts and other services. Similarly, a number of 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 discontinued. Banks and other established financial institutions may refuse to process funds for transactions with cryptocurrencies or blockchain tokens (including ReentalTokens Series RNT SPV 26 LLC (MIA-7)), process bank transfers to or from cryptocurrency exchanges, companies, or crypto-related service providers, or maintain accounts for individuals or entities transacting with cryptocurrencies.

Cybersecurity threats could result in misappropriation, hacking, malware infection, or other damage to ReentalTokens Series RNT SPV 26 LLC (MIA-7) or the blockchain network on which they are issued, which could negatively impact an investment in ReentalTokens Series RNT SPV 26 LLC (MIA-7).

Security breaches, computer 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 cause intentional 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 that supports the ReentalTokens Series RNT SPV 26 LLC (MIA-7), designed to use the Polygon blockchain, resulting in the loss of functionality, value, possession, or other damages to the holders of such ReentalTokens Series RNT SPV 26 LLC (MIA-7). Any violation of the software infrastructure that supports the ReentalTokens Series RNT SPV 26 LLC (MIA-7) could negatively affect the investment in them.

The security system and operational infrastructure that supports the ReentalTokens Series RNT SPV 26 LLC (MIA-7) may be compromised by various causes, including, but not limited to, actions of third parties, errors or malpractices of an employee or other third-party service providers, or other reasons. As a result, an unauthorized person could gain access to private keys, data, or the software infrastructure of the ReentalTokens Series RNT SPV 26 LLC (MIA-7), or to BTC, ETH, or other cryptocurrencies. Since the techniques used to gain unauthorized access, disable or degrade the service, or sabotage systems, change frequently or may be designed to remain inactive 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 the ReentalTokens Series RNT SPV 26 LLC (MIA-7) occurs, some or all of a token holder's ReentalTokens Series RNT SPV 26 LLC (MIA-7) could be lost, stolen, or destroyed, and the value of an investment in the ReentalTokens Series RNT SPV 26 LLC (MIA-7) could be adversely affected.

Loss of private keys can cause Series RNT SPV 26 LLC (MIA-7) ReentalTokens to lose value.

If a private key is lost, destroyed, or otherwise compromised and a backup of the private key cannot be accessed, the investor will not be able to access the blockchain asset associated with the corresponding address. The loss of the private keys of the digital wallets used to store the Series RNT SPV 26 LLC (MIA-7) ReentalTokens could result in the total loss of the Series RNT SPV 26 LLC (MIA-7) ReentalTokens 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 ReentalTokens Series RNT SPV 26 LLC (MIA-7).

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

Third parties may bring intellectual property claims related to the holding and transfer of blockchain tokens, such as the ReentalTokens Series RNT SPV 26 LLC (MIA-7), BTC, ETH, or other cryptocurrencies, and their source code. Regardless of the merit of any intellectual property-related or other legal action, any threat of action that reduces confidence in the long-term viability of the Polygon Network or the ReentalTokens Series RNT SPV 26 LLC (MIA-7), or in the holders' ability to hold and transfer Ether or the ReentalTokens Series RNT SPV 26 LLC (MIA-7), may negatively impact an investment in the ReentalTokens Series RNT SPV 26 LLC (MIA-7), intended to use the Polygon blockchain. In addition, a justified intellectual property claim could prevent us or our token holders from accessing the Polygon Network or the ReentalTokens Series RNT SPV 26 LLC (MIA-7), or holding or transferring your Ether or the ReentalTokens Series RNT SPV 26 LLC (MIA-7). As a result, an intellectual property claim against us or the Polygon Network could adversely affect an investment in the ReentalTokens Series RNT SPV 26 LLC (MIA-7).

Risks related to cryptocurrencies and tokenization of crypto-backed real estate

In case the ReentalToken Series RNT SPV 26 LLC (MIA-7) smart contract does not work as expected, the solutions may be more limited than in the traditional stock market.

The use of tokenized smart contracts for the transfer of securities 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 may result in irreversible unforeseen transactions, and holders of Series RNT SPV 26 LLC (MIA-7) forwarding tokens could have more limited resources than those available in the traditional securities market.

Transfers of digital assets are controlled only by those who know the unique private cryptographic key related to such assets. If your private key is lost, destroyed, or otherwise compromised and a backup copy of your private key cannot be accessed, neither ReentalToken nor you may be able to access the digital asset associated with this private key. In addition, the private key may not be able to be reissued, restored, or otherwise reset. In addition, if a third party gains access to a private key, that third party may be able to access the digital asset to which it relates. In addition, any data breach that exposes or compromises the security of the private keys used to authorize or validate transaction orders, or that allows any unauthorized person to generate private keys, could result in unauthorized transfers that may be impossible to reverse or remediate. Any loss of private keys related to the digital wallets used to store the ReentalTokens or the BTC or ETH used to participate in the Offering could have a substantial negative impact on your investment.

The Polygon blockchain, which will be used for ReentalTokens, is susceptible to mining attacks.

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

DISTRIBUTION PLAN

THE OFFER

Reental America offers up to TWENTY THOUSAND (20,000) Series RNT SPV 26 LLC (MIA-7) Reental Tokens to investors who (i) are "accredited investors" (as defined in Regulation D Rule 501 enacted under the U.S. 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 set forth by Reental America.

The Offer Price for each Series RNT SPV 26 LLC (MIA-7) ReentalToken is $100 and the total maximum amount of the Offering is $2,000,000.

Each investor may purchase a minimum of one (1) ReentalToken for $100, subject to applicable eligibility and documentation requirements.

The trading opening date of the Offering does not determine the start of the instrument's performance. The expected disbursement to Estating is November 30, 2026. The subscription deadline and extension conditions must be completed prior to the issuance of the Memorandum. The Offering may be closed upon reaching its maximum of USD 2,000,000 or in accordance with the final closing conditions.

Reental America may make a series of closings (each, a "Closing") on an ongoing basis as funds and documentation are received from investors. Reental America also reserves the right to terminate the Offering at any time in its sole discretion.

The Shares will be issued in the form of cryptographic digital tokens denominated "Series RNT SPV 26 LLC (MIA-7) ReentalTokens", based on smart contracts deployed on the Polygon network, compatible with the ERC-20 standard, and adapted to comply with the transmission restrictions required by applicable securities regulations in the United States.

The Managing Partner, and not Reental America, will bear the expenses associated with structuring the Offering, including legal, accounting and advisory fees, excluding investor advisors' fees and costs associated with specific regulatory obligations, such as filing Form D with the SEC and related state filings.

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

This Offer is made on a "best efforts" basis, with no guarantee of total placement.

The Offering is made on a best efforts basis and there is no firm commitment to placement. The proposed minimum threshold for raising is USD 1,000,000.

Regulation D Rule 506(c); Regulation S

Reental America is distributing this Memorandum and Offering of ReentalTokens Series RNT SPV 26 LLC (MIA-7) in the U.S. pursuant to Regulation D Rule 506(c) of the Securities Act. Accordingly, Reental America may use the general solicitation and publicity in connection with the sale of the ReentalTokens Series RNT SPV 26 LLC (MIA-7).

All U.S. investors participating in the Offering must be accredited investors and we will take reasonable steps to verify that each investor is accredited. Each investor must provide all additional documentation reasonably requested by us to confirm that it meets the applicable minimum standards of financial suitability. Investors will be required or required to provide documentation verifying their status as accredited investors. This documentation may be maintained and reviewed by us, and copies of it may be provided to our affiliates. Reental America may not accept an investor's subscription if the investor is unable to provide documentation acceptable to Reental America. For investors in this Offering who provide asset statements to support the crediting through their equity, Reental America may be required to perform a credit rating to determine the purchaser's current countervailing liabilities.

Reental America is also distributing this ReentalTokens Series RNT SPV 26 LLC (MIA-7) Memorandum and Offering to prospective investors who are not "U.S. persons," as defined in Regulation S, in offshore transactions. Such non-U.S. persons shall declare in writing to Reental America that they are excluded from the Regulation S definition of a "U.S. person" purchasing

in an offshore transaction without the account or benefit of a U.S. person. They must also represent in writing that they purchase the ReentalTokens Series RNT SPV 26 LLC (MIA-7) on their own account, not on behalf of any third party, or with the intent to resell or distribute them.

Reental America affiliates can participate in the offer

Reental America's affiliates, including its officers, directors, and significant interest owners, may purchase ReentalTokens Series RNT SPV 26 LLC (MIA-7) in this Offering.

Investor Suitability Standards

Only individuals with sufficient financial resources who do not need current liquidity for this investment should consider purchasing the ReentalTokens Series RNT SPV 26 LLC (MIA-7) offered here, as: (i) investing in the ReentalTokens Series RNT SPV 26 LLC (MIA-7) carries significant risks (see "Risk Factors"); and (ii) no market exists for the ReentalTokens Series RNT SPV 26 LLC (MIA-7) nor is it 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 U.S. 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 into one or more of the following categories:

For individuals:

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

(b) An individual who has had an individual income in excess of $200,000 in each of the previous two years and who reasonably expects income in excess of $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, along with his or her spouse, had joint income greater than $300,000 in each of the previous two years and reasonably expects joint income to exceed $300,000 in the current year. (When calculating net income, you may include earned income and other ordinary income, such as interest, dividends, and royalties.)

2The term "equity" refers to the excess of total assets over total liabilities, not including the value of your main home, 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 obtain adjusted gross income.

For corporations, partnerships, and other entities:

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

(b) a trust (other than an employee benefit or pension plan) with total assets in excess of $7,000,000 not formed for

the specific purpose of acquiring securities in connection with the proposed Investment, the voting decision of which with

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with respect to the proposed Investment would be directed by a person who has such knowledge and experience in financial and business matters that he is able to evaluate the merits and risks of the Investment and the consideration that would be received in the Investment;

(c) a Massachusetts or similar partnership, corporation, or business trust, not incorporated for the specific purpose of acquiring securities in the Investment, with total assets in excess of $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 in excess of $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 broker-dealer 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 1940, as amended (the "**Investment Companies Act**");

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

(k) a small business investment enterprise licensed by the U.S. Small Business Administration under 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 in excess of $7,000,000;

(m) an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERESA Act"), if the investment decision to vote in favor of an Investment is made by a trustee of the plan, 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 benefit plan within the meaning of ERISA with assets in excess of $7,000,000;

(o) a self-directed employee benefit plan within the meaning of ERISA with investment decisions made only by individuals 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 will be required to represent in writing to the Series that you are an accredited investor under Regulation D, as described above, and you will be required to provide certain documentation to support such disclosure. In addition to the above requirement, you will also be required to represent in writing that you acquire the Reental Series RNT SPV 26 LLC (MIA-7) Tokens on your own behalf and not on behalf of any third party, or for the purpose of resale or distribution.

Eligibility Requirements for Non-U.S. Buyers

Any Investor who is not a U.S. person must declare in writing that they have complied with and are in full compliance with the laws of their jurisdiction in connection with any invitation to purchase a ReentalToken Series RNT SPV 26 LLC (MIA-7), including:The legal requirements within the Investor's jurisdiction for the purchase of ReentalTokens Series RNT SPV 26

LLC (MIA-7) and subsequent conversion into ReentalTokens Series RNT SPV 26 LLC (MIA-7);

(a) The purchase of ReentalTokens Series RNT SPV 26 LLC (MIA-7) and subsequent ownership of ReentalTokens Series RNT SPV 26 LLC (MIA-7) will not violate any securities or other applicable laws in the Investor's jurisdiction;

(b) Any exchange restrictions applicable to such purchase;

(c) Any governmental or other consent that may be required to be obtained; y

(d) Income tax and other tax consequences, if any, that may be relevant to the purchase, holding and sale of the ReentalTokens Series RNT SPV 26 LLC (MIA-7).

The following classes of investors are specifically excluded from Regulation S's definition of "**U.S. 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 trustee acting as executor or administrator is a U.S. Person if (a) an executor or administrator of the estate who is not a U.S. 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 assets of the trust, and no beneficiary of the trust (or 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 insurance or banking business and is subject to substantive banking or insurance regulation, respectively, in the jurisdiction where it is located; y

- 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 potential purchasers of ReentalTokens Series RNT SPV 26 LLC (MIA-7) will be required to complete the necessary know-your-customer and anti-money laundering procedures in order to execute a Subscription Agreement.

The USA Patriot Act	**What is money laundering?**	**How big is the problem and why is it important?**
The USA 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 are required to have a comprehensive policy. Anti-Money Laundering Programs in Place. To help you understand these initiatives, the Borrower wishes to provide you with information about money laundering and its efforts to help implement the USA Patriot Act.	Money laundering is the process of camouflaging illegally obtained money so that it appears 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 $1 trillion a year.

Reental America, or the Borrower, reserves the right to request such information as is necessary to verify the identity of purchasers of the Reental Tokens Series RNT SPV 26 LLC (MIA-7) and the source of payment of the subscription money, or as is 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 the event of a delay or inability on the part of the applicant to submit any information required for verification purposes, a request or transfer of the Tokens and the subscription money related thereto may be rejected.

You should consult the Office of Foreign Assets Control (the "*OFAC*") website on http://www.treas.gov/ofac before making the following statements:

(i) You represent that the amounts invested in this Offering were not and are not derived, directly or indirectly, from any activity that contravenes 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 OFAC's website. http://www.treas.gov/ofac. In addition, 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;

3These individuals include Specially Designated Nationals, Specially Designated Narcotics Traffickers, and other parties subject to OFAC sanctions and seizure programs. of a prospective purchaser if the purchaser is unable to make the declaration set forth in the preceding sentence. You agree to promptly notify the Borrower if you become aware of any changes to the information set forth in any of these statements. You are advised that, by law, the Borrower may be required to freeze any purchaser's account, either by prohibiting additional subscriptions, denying refund requests, or segregating the assets in the account in accordance with government regulations, and that it may also be required to report such action and disclose the purchaser's identity to OFAC.

(ii) You represent and warrant that none of: (1) you; (2) any person who controls 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 listed by OFAC, or a person or entity prohibited by OFAC Programs. Please note that the Borrower may not accept any subscription amount.

(iii) You represent and warrant that none of: (1) you; (2) any person who controls 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 an agent or nominee in connection with this investment is a high-ranking foreign political figure. [4], or any immediate family member5 or close associate6of a high-ranking foreign political figure, as such 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 just an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operational 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 its statements. The Borrower may, but under no circumstances be obligated to, require additional evidence that a prospective buyer meets the standards set forth above at any time prior to accepting your subscription. You are not required to provide the information requested by the Borrower, but the Borrower may refuse to subscribe to you or anyone who fails to provide it.

Investing in the Interest may involve significant risks. Only investors who can assume the economic risk of the investment indefinitely and the total loss of their investment should invest in the Interest. Please see the "Risk Factors" section.

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

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

Fees and expenses

Offer Costs

Each series of interest will generally be responsible for certain fees, costs, and expenses incurred in connection with the offering of the interest associated with that series (the "Offering Expenses"). The Offering Expenses consist of the legal, accounting, compliance, and marketing costs, as applicable, related to a specific offering (and exclude ongoing costs included in the Operating Expenses). The Managing Partner has agreed to pay and will be reimbursed by the Series RNT SPV 26 LLC (MIA-7) for the Offering Expenses incurred with respect to this Offering.

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, industry and third-party due diligence experts, bank fees and interest (if the underlying asset is acquired using debt prior to the completion of an offering), travel and lodging for inspection purposes, and photography and videography expenses to prepare the profile of the underlying asset on ReentalToken's website (the **"Acquisition Expenses") will be integrated into the Note Amount of the Underlying Asset in each issuance of the Series. However, the Series may incur certain acquisition-related expenses post-Closing, such as property appraisal costs and transfer of ownership costs, if applicable.**

Additional information about this memorandum

We have not authorized anyone to provide you with information other than as set forth in this Memorandum. Unless otherwise indicated, all information contained in this Memorandum is provided as of October 13, 2026. Neither the delivery of this Memorandum nor any sale made hereunder shall under any circumstances imply that there have been no changes in our affairs since October 13, 2026.

From time to time, we may provide a Memorandum Supplement that may add to or modify the information contained in this Memorandum during the term of the Offer. Any statements we make in this Memorandum will be modified or replaced by any inconsistent statements we make in a subsequent Memorandum Supplement. We encourage you to read this Memorandum, its annexes, and any Memorandum Supplements.

How to subscribe

Potential investors who are "accredited investors" or are excluded from the definition of "U.S. persons" in Regulation S may subscribe to purchase the ReentalTokens Series RNT SPV 26 LLC (MIA-7). Any potential investor who wishes to purchase the ReentalTokens Series RNT SPV 26 LLC (MIA-7) must:

1. Please read this Memorandum and any applicable supplements carefully, as well as any documents described in and attached to the Memorandum or that you have requested from the Memorandum. Please consult with your tax, legal and financial advisors to determine whether an investment in the Interest is right for you.

2. Please review the subscription agreement (including the attached "Accredited Investor Questionnaire"), which was automatically completed after answering certain questions in the ReentalToken website application. If the answers are correct, sign the subscription agreement along with the signature page of the ReentalToken LLC operating agreement member, using your electronic signature. In addition, you will need to provide entity information, such as your address and social security number or tax identification number, to pass KYC (Know Your Customer) and AML (Anti-Money Laundering) checks. Except as otherwise required by law, subscribers may not withdraw or cancel their subscriptions.

3. If you are a non-U.S. investor and you are purchasing ReentalTokens Series RNT SPV 26 LLC (MIA-7) pursuant to the securities registration exemption provided for in Regulation S, you will be required to make payment for your ReentalTokens purchases prior to completing the AML/KYS review process for investors. If you are a U.S. investor and you are purchasing ReentalTokens Series RNT SPV 26 LLC (MIA-7) pursuant to the securities registration exemption provided for in Regulation D, once the subscription agreement has been signed and the crediting and KYC/AML steps have been completed, you will need to follow the payment instructions provided with the subscription agreement to finalize the purchase of the ReentalTokens Series RNT SPV 26 LLC (MIA-7). Any funds charged to you as payment for the ReentalTokens Series RNT SPV 26 LLC (MIA-7) will be transferred directly to a separate Series bank account, where they will be held until your subscription is accepted or declined.

4. Manager will review the subscription documentation you have completed and signed. You may be asked for additional information. Manager will contact you directly if necessary. We reserve the right to refuse any subscription, in whole or in part, for any reason or not, and to withdraw the Offer at any time prior to Closing.

5. Upon completion of the review, the Administrator will inform you whether your subscription application for the Series RNT SPV 26 LLC (MIA-7) Reental Tokens has been approved or denied, and, if approved, the amount of Series RNT SPV 26 LLC (MIA-7) Reental Tokens to which you are entitled. If your subscription is accepted, the subscription payment will become available for use in the Series. If your subscription is rejected in whole or in part, your subscription payments (the total amount if your application is rejected in full or the payments associated with such subscriptions), if any, will be refunded to you immediately, without interest or deductions. The Administrator accepts subscriptions on a first-come, first-served basis, with 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 26 LLC (MIA-7) that you are entitled to subscribe to will be issued to your e-Digital Wallet at the time of Closing.

By signing the subscription agreement and the Reental America Series, LLC operating agreement partner signing page, 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 supplemental information you provide, for the Managing Partner to verify your status as an "accredited investor." If any change occurs in your status as an "accredited investor" prior to the Reental Tokens Series RNT SPV 26 LLC (MIA-7) being issued to you, please immediately notify the Managing Partner using the contact details listed in the subscription agreement.

For more information on the subscription process, please contact the Managing Member using the contact details listed in the "Where you can find additional information" section.

BORROWER'S USE OF FUNDS

If the Maximum Bid is completed, the gross proceeds will be USD 2,000,000, initially allocated to the subscription of the Estating instrument linked to Alturia, according to the following table:

Uses	Dollar amount	Percentage of gross cash receipts
Note Amount of the underlying asset[(1)]	$2,000,000	100.00%
Bid Costs[(2)]	$0	0%
Acquisition Costs[(3)]	$0	0.00%
Total fees and expenses	**$0**	**0%**
Total Revenue	**$2,000,000**	**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 linked to the Underlying Asset described in this Memorandum.

(2) The initial commission of three percent (3%) shall be invoiced by Reental America, the LLC's manager, to Estating's paying entity and shall not be borne by investors or deducted from the capital invested.

(3) Reental America, the manager of the LLC, will invoice Estating for an annual fee of one percent (1%) on the principal amount of the transaction and a final fee of two percent (2%) on the principal amount of the transaction. On $2,000,000, the annual fee will be $20,000 and the final fee will be $40,000. Estating will pay 1% each year; none of these fees will be deducted from the principal or the return advertised to the investor.

(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 deducting the capital contributed by the investors.

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

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

The destination of the funds will be as described for Alturia, subject to the closing and disbursement conditions.

BUSINESS DESCRIPTION

Overview

Reental America Series LLC has developed an investment model that allows investors to access real estate opportunities by tokenizing shares in structured investment vehicles. This model uses limited liability companies (LLCs) incorporated in the State of Florida as separate 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 Polygon network and designed to comply with applicable securities regulations in the United States. Each Series invests in a single asset or financial instrument linked to an asset, without diversification, so the return on investment is directly dependent 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 the structurer and manager of the Series

Project Description

Miami 7 (MIA-7) consists of the indirect investment, through an Dating instrument, in Alturia: a Class A multifamily development of 351 homes in a 26-story tower in North Miami Beach, Florida.

The land has been acquired and the zoning and site plan have been approved according to Estating's documentation. The project is in advanced pre-construction; there are milestones of construction documentation, contracting, permits and financing closing.

The main elements of opportunity described by Estating are:

- location near Aventura and Sunny Isles
- new Class A residential product
- development promoted by ILP Developers
- Acquired land and advanced urban planning approvals
- Build, Lease, Stabilization and Exit Strategy

The vendor documentation identifies the following participants and roles, subject to verification of the scope of their mandates:

- ILP Developers: promotion and implementation of the project
- Rafael Pecchio: Promotor Leadership
- Estating: channeling and structuring the instrument
- PwC: audit, depending on the supplier
- Greystar: management, depending on the provider
- CBRE: valuation and market research, depending on the provider

The start of work is scheduled for the first quarter of 2027. The plan contemplates approximately 22 months of construction and 12 months of stabilization. These forecasts do not guarantee compliance with the investment horizon.

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:

- Asset Development and Completion
- Operational and occupational stabilization
- Value Generation Through Improved NOI and Asset Consolidation
- Final monetization through sale, refinancing, or other exit strategies

The investment is structured primarily as a capital appreciation strategy, with most of the potential return estimated to be generated in the asset's final monetization event.

Market fundamentals

Alturia is located in North Miami Beach, near Aventura and Sunny Isles, in an environment where the provider describes a predominantly old residential park.

The main market and exploitation hypotheses are:

- Average initial income of approximately $3,360 per household
- Median stabilized income of approximately $3,754 per dwelling
- Approximate premium of 12% per square foot vs. developer comparables
- Estimated stabilized NOI of approximately $11.5 M
- yield on cost of 6.84% and exit cap rate of 5.00%

The total expected cost is approximately USD 167.6 million. The target structure includes USD 120.3 million of senior funding and USD 47.3 million of equity. Senior funding is not listed in the risk report.

According to the provider, USD 24.5 million of equity is already contributed. The remaining capital, including the EB-5 preferred components and its bridge financing, and the priority conditions require documentary contrast.

Profitability profile

The investor's return will be mainly 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 the majority of the potential return estimated to be generated in the final exit event.

In the central scenario, the estimated simple annual return could be approximately 12% per year for Reentel, 15% for Reentel Pro and 18% for SuperReentel.

Exit strategy

The estimated investment horizon is three (3) years. The initial performance date of the instrument and the target exit date are pending confirmation by Estating. The disbursement is scheduled for November 30, 2026; January 1, 2027 has been internally proposed as the start of the performance, without contractual confirmation. The legal maturity of 30 years indicated in the teaser is different from the estimated horizon and will need to be verified.

The exit strategy contemplates:

- Sale of the asset once stabilized
- Refinancing
- Extension of the investment period depending on market conditions

The output value will depend on, among other factors:

- Asset stabilization
- evolution of the NOI
- Real Estate and Financial Market Conditions
- Evolution of cap rates

Risk considerations

The investment is subject to risks inherent in multi-family development and stabilization projects, including:

- Construction and execution risk
- Risk of stabilization and occupation
- Macroeconomic developments
- Interest rates
- Real Estate Market Conditions
- Monetization or exit risk

However, these risks are partially mitigated by:

- Acquired land and advanced urban planning approvals
- Strength of the region's demographic and economic fundamentals
- differentiation of the Class A product compared to existing stock
- institutional quality of the project and the sponsor
- developer experience, without eliminating execution risks

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 recurring periodic distributions are expected over the life of the investment, and it is estimated that most of the potential return will be generated at the time of final monetization of the Underlying Asset.

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

Central stage

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

- Reentel: 12% annual
- Reentel Pro: 15% annual
- SuperReentel: 18% per year

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

- Reentel: 36% total
- Reentel Pro: 45% total
- SuperReentel: 54% total

The estimated horizon is thirty-six (36) months, subject to the execution and monetization of the project. It does not constitute a guaranteed date of repayment.

Favorable scenario

The illustrative favorable scenario assumes a multiple of 1.892x of the instrument over 36 months. The model distributes half of the profit to Reentel and adds bonuses of +3 points per year for Reentel Pro and +6 for SuperReentel. The improvement is shared with investors; these results are estimates and not guarantees.

- Reentel: 14.87% per annum simple; 44.6% total profit; approximate IRR of 13.07%.
- Reentel Pro: 17.87% simple annual; 53.6% total profit; approximate IRR of 15.36%.
- SuperReentel: 20.87% simple annual profit; 62.6% total profit; approximate IRR of 17.57%.

Illustrative IRRs are maintained in accordance with the revised summary table: central 10.78%, 13.17% and 15.46%; favourable 13.07%, 15.36% and 17.57%; unfavourable 8.30%. They are calculated with actual dates and annual basis 365, based on a disbursement on 30 November 2026 and a single payment of 36 months, or 48 months in the unfavourable one. These dates are calculation assumptions, not the confirmed contractual start of the performance. If Estating confirms a subsequent start or a different exit, the IRR must be recalculated from the effective outflow of funds, including the waiting period. This period will not be eliminated from the calculation of the IRR for the investor. No scenario constitutes a performance commitment.

Unfavorable scenario

The illustrative unfavourable scenario of the internal model contemplates a term of 48 months and a cumulative profit of 37.6% for the three categories, equivalent to a simple annual 9.4% and an IRR of approximately 8.30%, assuming a single final payment. The model contemplates zero carry in this case. This is a hypothesis, not a profitability floor or protection against losses.

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

The total benefit illustrative of the unfavourable scenario is 37.6%. Lower results may occur, including partial or total loss of capital.

Cost-effectiveness considerations

The returns indicated are merely estimative 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
- Real estate and financial market conditions
- the time and conditions of monetization or exit of the project

A relevant part of the potential return on investment is concentrated in the final monetization event of the Underlying Asset, so the timing and conditions of said event may significantly impact the final return perceived by investors.

Our Managing Partner

The Operating Agreement designates the Managing Partner as the managing partner of Reental America. If you choose to put a matter to a vote of the Data Subjects, you generally will not be entitled to participate in the votes. You will not be entitled to distribution, refund, conversion, or settlement because of your status as a Managing Partner.

Operating expenses

At the time of the Initial Close, the Series will be responsible for the following Operating Expenses:

- any and all ongoing fees, costs and expenses incurred in connection with the administration 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 Series reports and accounts, including

any "blue-sky" filings required in certain statements and any annual audits of the Series accounts (if applicable);

- fees, costs and expenses of a third-party 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 payments;
- any and all insurance premiums or expenses incurred in connection with the Underlying Asset; y
- any similar expenses that may be determined as Operating Expenses, as determined by the Managing Partner in its reasonable discretion.

The Managing Partner agrees to pay and receive reimbursement for Operating Expenses incurred prior to the Initial Closing. The Managing Partner shall bear its own ordinary expenses, including all costs and expenses for rent, supplies, secretarial fees, stationery, furniture, facilities and equipment, payroll taxes, employee compensation and expenses, and utility expenses.

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

Limits of liability; indemnification of the managing partner

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

Management fees

The Managing Member will not be entitled to receive or acquire Reental Tokens Series RNT SPV 26 LLC (MIA-7) in connection with his or her role as Managing Member. However, Reental America, LLC may receive certain structuring and management fees associated with the transaction, in accordance with the agreements signed with the sponsor or entities related to the project.

Asset liquidity

Benefits of Security Tokens for Liquidity

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

Greater access to liquidityThe use of programmable securities for ReentalTokens makes it possible to reduce the frictions associated with liquidity in the market. Thanks to the use of smart contracts, security tokens such as ReentalToken can improve the efficiency of transfers, as well as the easy management of contractual, legal, and tax obligations, typical of this type of investment.

*Access to Alternative Trading Systems ("SAC")*ReentalToken plans to list individual series ReentalTokens on participating SEC or ATS regulated exchanges in the future. This will provide holders with a compatible mechanism to transfer ReentalTokens outside of the ReentalToken website framework, without having to worry about asset settlement or relying on peer-to-peer (P2P) exchange platforms.

Faster trade settlementReentalTokens uses a simplified compliance process that makes onboarding easier and encodes investor eligibility within a smart contract. This also allows for near-instant settlement of secondary transactions following restricted securities holding periods and a less onerous experience for approved investors.

Expense allocations

To the extent applicable, Offering Expenses, Acquisition Expenses, Operating Expenses, proceeds generated from the underlying assets, and any indemnity payments made by Reental America will be allocated among the various shares in the Series, in accordance with the Managing Partner's allocation policy. This policy requires the Managing Partner to allocate the items that are assignable to a specific Series to be assumed or distributed (as applicable) to the applicable Series of Shares. However, if an item is not assignable to a specific Series, but to Reental America as a whole, it will be allocated on a pro rata basis 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 revise and update the allocation policy at any time, in its reasonable discretion, without prior notice to Investors.

DIRECTORS, EXECUTIVE OFFICERS AND SIGNIFICANT EMPLOYEES

The Managing Member

Reental America operates under the direction of the Managing Partner, who is responsible for directing the operations of our business, 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 offers to sell, which could lead to liquidation of the underlying asset or other series, as appropriate.

Reental America will follow the guidelines adopted by the Managing Partner and implement the policies set forth in the Operating Agreement, unless modified by the Operating Agreement. The Managing Partner may establish additional policies in writing and will monitor our administrative procedures, investment operations, and performance to ensure compliance. The Managing Partner may modify our objectives at any time without the approval of our shareholders. The Managing Partner lacks track record and relies on that of its officers, directors, and advisors.

The Managing Partner performs its duties and responsibilities pursuant to the Operating Agreement. It maintains a contractual, non-fiduciary relationship with us and our shareholders. In addition, we have agreed to limit the Managing Partner's liability and indemnify the Managing Partner for certain liabilities.

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

Asset Procurement and Disposition Services

- define and monitor the overall strategy for sourcing and disposing of underlying assets;
- managing our asset acquisition activities, including creating the asset acquisition policy, organizing and evaluating due diligence for specific asset acquisition opportunities, and structuring partnerships with collectors, brokers, and dealers that may provide opportunities to obtain quality assets;
- negotiate and structure the terms and conditions of asset acquisitions with Borrowers;
- evaluate any potential asset acquisition offer by third parties, which may result in asset disposals, sales, or other liquidity transactions;
- structuring and negotiating 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 offerings related to the underlying assets on the ReentalToken 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 technology services, transactional services, and electronic communications related to any offering;
- all other offer-related services that may be required;

Asset Monetization Services

- approve potential activities and joint ventures, limited partnerships and other similar relationships with third parties related to the monetization of assets;

Relationship services with interest holders

- provide any appropriate updates relating to the underlying assets or offerings electronically or through the ReentalToken website;
- manage communications with data subjects, including answering emails, preparing and sending written and electronic reports, and other communications;
- Establish technology infrastructure to help provide support and services to interest holders;
- determine our distribution policy and determine the amounts and authorize Free Cash Flow distributions from time to time;
- hold 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 day-to-day 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 Reental 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 appropriate books and records for Reental America and all interest series;
- obtain and update market studies and economic and statistical data in relation to the underlying assets;
- oversee tax and compliance services and risk management services and coordinate with appropriate third parties, including independent accountants and other consultants, on related tax matters;
- oversee the performance of those ministerial and administrative functions that may be necessary in connection with our day-to-day 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 up-to-date information on the general regulatory environment affecting Reental America, as well as manage compliance with regulatory affairs;
- evaluate our corporate governance structure and the appropriate policies and procedures related to it; y
- Monitor all reporting, record keeping, internal controls, and similar matters in a manner that allows us to comply with applicable law.

VALUES OFFERED

The following is a summary of the main terms of the Series, and is qualified by reference to the Operating Agreement, attached hereto as Exhibit A, the Series RNT SPV 26 LLC (MIA-7), attached hereto as Exhibit B, and the subscription agreement, attached hereto as Exhibit C, relating to the purchase of the Series RNT SPV 26 LLC (MIA-7) Reental Tokens. In the event that the provisions of this summary differ from those of the Operating Agreement or the subscription agreement (as applicable), the provisions of the Operating Agreement or the subscription agreement (as applicable) shall apply. 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

The acquisition of the Shares constitutes an investment in Series RNT SPV 26 LLC, not in the property or in other companies of the group.

Ownership of the underlying assets will vest in or for the benefit of the applicable series of interests. We anticipate that each series of units will own its own underlying asset, which will be a single real estate or promise to sell contract. We do not anticipate that the Series will acquire any other real estate or promise to sell contract other than the Underlying Asset. A new series of shares will be issued for each real estate or future promise to sell contract that Reental America acquires. An investor investing in this Offering will not have indirect interest in any asset other than the Underlying Asset, unless it also participates in a separate offering related to that other underlying asset.

Section 18-215(b) of the Limited Liability Company (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 if the records maintained for such series account for the assets associated with such 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 shall be enforceable only against the assets of such series and not against the assets of the limited liability company in general or any other series. Accordingly, Reental America expects the Managing Partner to maintain separate and distinct records for each series and its associated assets and liabilities. Therefore, the assets in a series include only the real property associated with that series and other related assets (e.g., cash reserves). As noted in the "Risk Factors" section, the limitations on inter-series liability provided by Section 18-215(b) have never been tested in federal bankruptcy court and it is possible that a bankruptcy court may determine that the assets of one series of interest should be applied to meet the liabilities of the other series of interest or the liabilities of Reental America generally when the assets of that other series of interests or of Reental America generally are insufficient to meet the liabilities of Reental America.

Section 18-215(c) of the Limited Liability Company (LLC) Act provides that a series of interests 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, contract, hold assets (including real estate, movable, and intangible property), grant liens and security interests, and sue and be sued. Reental America intends for each series of interests to conduct its business and enter into contracts in its own name, provided that such activities are conducted with respect to a particular series, and the ownership of the relevant underlying asset belongs to, or for the benefit of, the applicable series.

All Interest offered by this Memorandum shall be duly authorized and validly issued. Upon full payment of the consideration for the Interest, as determined by the Managing Partner, Interest Holders shall not be obligated to Reental America to make additional 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 Company Act). Interest Holders have no right to conversion, exchange, sinking fund, redemption or appraisal, or right of first refusal to subscribe for any Interest or right of first refusal to distributions.

In general, Interest Holders (which may include Reental America's affiliates or Borrowers) will only participate in 100% of the available Free Cash Flow derived from the Underlying Asset (as described in the "—Distribution Rights" section below). Reental America's affiliates may acquire shares in Reental Tokens in the Offering at the same price as other Investors. Reental America's affiliates may sell the shares acquired in the Offering at any time after the Final Closing of the Offering.

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

Additional interest issuance

Only the shares described in this Memorandum are offered, up to a maximum of 20,000 for an amount of $2,000,000.

Distribution rights

The Manager has the sole discretion to determine which distributions of Free Cash Flow, if any, will be made to the Interest Holders, unless limited by law or the Operating Agreement. Reental America expects the Manager to distribute the Free Cash Flow on a semi-annual basis, as set forth below. However, the Manager may, in its sole discretion, modify the timing of distributions or determine that they are not made.

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

- repay any outstanding amounts under the Operating Expense Reimbursement Obligation plus accrued interest;
- Subsequently, create such reserves as the Manager deems necessary, in its sole discretion, to cover future Operating Expenses; y
- thereafter, 100% (net of corporate income taxes applicable to the Series) through distribution to Interest Holders, which may include Borrowers of the Underlying Asset or Reental America's affiliates.

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

No redemption clauses

Interest is not redeemable.

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 meeting of shareholders. The Operating Agreement provides that the Managing Partner may call meetings of shareholders and that a person designated by the Managing Partner shall act as chairman of such meetings. Shareholders are not entitled to vote as shareholders in Reental America or in any series, except with respect to:

- the dissolution of Reental America following the justified removal of the managing partner; y
- an amendment to the Operating Agreement that:
    - grant any person the right to dissolve Reental America.

Where entitled to vote on a matter proposed by the Managing Member, each interest holder shall be entitled to one vote for each interest held on all matters put to a vote by the interest holders in an applicable series, as applicable.

The consent of the holders of the majority of the Interests is required for any modification of the Operating Agreement that could adversely change the rights of the Series, 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 the Interest Holders voting as a separate class.

Affiliates of Reental America (if they own interests in a series) may vote as shareholders in any matter put to a vote. The filing of any share of Reental America or a series on a shareholder vote must be approved in advance by the Managing Partner, and no modification to the Operating Agreement may be made without the prior approval of the Managing Partner that diminishes its rights or increases its obligations hereunder.

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

- the merger of Reental 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 Reental 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 Reental America, the Managing Partner, or officers, agents, or trustees from being subject in any way to the provisions of the Investment Company Act, the Investment Advisers Act, or the "plan assets" regulations adopted under ERISA, whether or not they are substantially similar to the currently applied or proposed plan asset regulations;
- any modifications that the Managing Partner determines to be necessary or appropriate for the authorization, establishment, creation, or issuance of any additional series;
- a modification made, necessary, or contemplated by a merger agreement that has been approved under the terms of the Operating Agreement;
- any modifications that the Managing Member determines to be necessary or appropriate for Reental America's formation of, or its investment in, any corporation, partnership, or other entity, as otherwise permitted by the Operating Agreement;
- a change in the tax year or taxable year and related changes; y
- any other modifications 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 amendments to the Operating Agreement provided that it determines that such amendments:

- do not adversely affect the interest holders (including any particular series of interests as compared to other sets of interests) in any material respect;
- are necessary or appropriate to satisfy any requirement, condition, or directive 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 rules, regulations, guidelines, or requirements of any securities exchange on which the interests may be listed for trading, compliance with which the Managing Member believes is in the best interests of Reental America and the interest holders;

- are necessary or appropriate for any action taken by the Managing Partner in relation to divisions or combinations of interests pursuant to the provisions of the Operating Agreement; or

- are required to give effect to the intent expressed in this Memorandum or the intent of the provisions of the Operating Agreement or otherwise contemplated by the Operating Agreement.

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

Settlement Rights

The Operating Agreement provides that Reental America shall remain in existence until the earlier of the following occurs: (i) the Managing Partner's election to dissolve it; (ii) the sale, barter, or other disposition of substantially all of Reental America's assets; (iii) the enactment of a decree of judicial dissolution of Reental America; and (iv) at any time when Reental America no longer has partners, unless business continues pursuant to the Limited Liability Company (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 the partners holding more than two-thirds of the profit interest of Reental America).

A series shall remain in effect until the earlier of the following events: (i) the dissolution of Reental America; (ii) the Managing Partner's election to dissolve such series; (iii) the sale, swap, or other disposition of substantially all of the assets of the series; or (iv) at any time when the series no longer has partners, unless business continues pursuant to the Limited Liability Company (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 the vote of the partners holding more than two-thirds of the profit interests in the series of shares).

In the event of such an event, the Managing Partner (or a liquidator appointed by the Managing Partner) will be responsible for settling the affairs of the series of units or of Reental America as a whole, as applicable, and liquidating its assets. Upon liquidation of a series of units or of 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 outside creditors, (ii) second, to any creditor who is the Managing Partner or its affiliates (e.g., payment of any outstanding Operating Expense Reimbursement Obligation), and thereafter, 100% to the holders of units in the relevant series of units, allocated on a pro rata basis based on the number of shares held by each holder (which may include Reental America's affiliates and the Borrower, and the distribution of which within a series will be made in accordance with any preferences that may exist within such series).

Transfer restrictions

Interests are subject to transferability restrictions. An Interest Holder may not transfer, assign or pledge its Interests without the consent of the Managing Partner. The Managing Partner may withhold consent in its sole discretion, including where it determines that such transfer, assignment or pledge would result in (a) there being more than 2000 Series beneficial owners or more than 500 Series beneficial owners other than "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 changed, or (d) Reental America, the Series or the Managing Partner being subject to additional regulatory requirements. The holder of the interest it transfers is responsible for all costs and expenses arising from any proposed transfer (regardless of whether or not such sale is completed), including any legal fees incurred by Reental America or any broker or agent, any costs or expenses related to any legal opinion, and any transfer taxes and processing fees.

In addition, unless Reental America's Interests are quoted for trading, there are restrictions on the holder's ability to pledge or transfer them. There can be no assurance 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 additional information regarding these restrictions. The ReentalToken Series RNT SPV 26 LLC (MIA-7) smart contracts, issued in this Offering to credit the Interest, will incorporate a legend setting forth these transfer restrictions and any other legends 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 to it. 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,

continuity, or dissolution of Reental America. The power of attorney also gives the Managing Partner the power to make certain modifications, as well as to execute and deliver any other documents that are necessary or appropriate to comply with the provisions or purposes of the Operating Agreement.

Officer Duties

The Operating Agreement provides that, except as otherwise provided therein, the assets, affairs and business of each series of units shall be managed under the direction of the Manager. The Managing Partner has the authority to appoint the officers, 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 shall be appointed as the Manager of each series of units to manage the underlying assets.

Books and reports

Reental America shall maintain proper accounting for the company at its principal offices. Such accounting shall be maintained, for both tax and financial reporting purposes, in a manner that permits the preparation of financial statements in accordance with GAAP. For purposes of financial reporting and taxation, the fiscal year and fiscal year are considered the calendar year, unless otherwise determined by the Managing Partner in accordance with the Internal Revenue Code.

The Series RNT SPV 26 LLC (MIA-7) 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 periodic reports, electronically through the ReentalToken website. As documents and periodic reports become available, we will notify interest holders via email or message through the ReentalToken website with instructions for retrieving periodic reports and documents. If our email notification is returned as "undeliverable," we will contact the interest holder for an updated email address. We will provide copies to interest holders via email or paper at any time upon request. The content on the ReentalToken website is not incorporated by reference into, or made a part of, this Memorandum.

Documentation will be available separately through the use of the IPFS. IPFS provides a high-performance, content-driven system. Block storage model, with content addressed hyperlinks. Through IPFS, all necessary documents evidencing ownership of real estate by ReentalToken interest holders can be accessed on the Polygon blockchain via the internet, at any time, by anyone, from anywhere. Reental America plans to implement an IPFS system for the documentation of Series investments in the near future. Detailed information on this process will be provided to interest holders.

Exclusive jurisdiction

Any dispute relating to the Operating Agreement shall be submitted to the exclusive jurisdiction of the Court of Equity of the State of Floridare, and each Investor agrees not to bring any such claim in any other venue. If an Interest Holder brings a claim against Reental America or the Managing Partner under the Operating Agreement, it shall do so in the Florida Court of Chances.

tokens de alquiler; Series RNT SPV 26 LLC (MIA-7) ReentalTokens

In this Offering, Interest will be issued in the form of ReentalTokens, and the Series ReentalTokens will be issued as Series RNT SPV 26 LLC (MIA-7) ReentalTokens. The terms of the Series RNT SPV 26 LLC (MIA-7) ReentalTokens are derived from the smart contracts, our Operating Agreement, and the Series RNT SPV 26 LLC (MIA-7).

The Series Interests will be issued in the form of electronic digital tokens, which are, in effect, digital interests in limited liability companies. The ReentalTokens Series RNT SPV 26 LLC (MIA-7) will be issued as Polygon-based smart contracts on the Polygon blockchain. The ReentalTokens Series RNT SPV 26 LLC (MIA-7) will be a new series of Polygon-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 are currently proposing that the ReentalTokens Series RNT SPV 26 LLC (MIA-7) use the Polygon blockchain, we reserve the right, in our sole discretion, to issue them on another blockchain network under a different smart contract token protocol, other than ERC.

As of the date of this Memorandum, the Offering contemplates the issuance of up to 20,000 Series RNT SPV 26 LLC (MIA-7) ReentalTokens, for USD 100 each and up to USD 2,000,000 in total. The effective issuance will be subject to the accepted

subscriptions and closing conditions.

Since the ReentalTokens Series RNT SPV 26 LLC (MIA-7) are digital representations of our Interests, the rights of the holders of our ReentalTokens Series RNT SPV 26 LLC (MIA-7) come from two sources: our Operating Agreement and the ReentalToken Series RNT SPV 26 LLC (MIA-7), which sets forth the terms of the Interests, whether held in token form or not, and the ERC-20 smart contract, amended to comply with transfer restriction requirements under applicable U.S. securities law, which sets forth the terms under which holders of the ReentalTokens Series RNT SPV 26 LLC (MIA-7) will hold them. There is no substantial difference between the rights of the Interests held as the ReentalTokens Series RNT SPV 26 LLC (MIA-7) and the rights of the Interests held directly. In addition to specifying the manner of holding and transferring the Series RNT SPV 26 LLC (MIA-7) ReentalTokens, the smart contract does not confer any rights or restrictions on holders of Series RNT SPV 26 LLC (MIA-7) ReentalTokens that differ from those of investors who do not own Interests in token form.

Each Series RNT SPV 26 LLC (MIA-7) ReentalTokens confers on the holder of the Series RNT SPV 26 LLC (MIA-7) ReentalTokens the same rights conferred on the holder of an Interest, namely:

- The limited right to one vote at a meeting of the Members of Reental America or the Series or at any shareholder resolution, as described in the Operating Agreement and the Series RNT SPV 26 LLC (MIA-7);
- The right to an equal share in any dividend paid by the Series; y
- The right to an equal share in the distribution of Reental America's surplus assets in the event of its liquidation.

ReentalTokens of the Series RNT SPV 26 LLC (MIA-7) will be delivered to Digital Wallet addresses on the Polygon Blockchain and will be governed by the ReentalToken smart contracts. We do not control the Polygon Blockchain or the Digital Wallets of Investors.

The protocol or code for ReentalToken smart contracts is based on the ERC-20 standard, modified to comply with the transfer restriction requirements of applicable U.S. securities law and to limit the ability of Digital Wallet holders to transfer or modify the amount of ReentalTokens Series RNT SPV 26 LLC (MIA-7) in a Digital Wallet. Our code for ReentalToken smart contracts, which is proprietary and will not be published at this time, was created under the ERC-20 protocol, modified to comply with applicable securities laws 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. The ownership of the interests recorded by ReentalToken smart contracts can only be modified by the Series. Investors who have lost access to their ReentalTokens Series RNT SPV 26 LLC (MIA-7) (for various reasons) will be able to cancel and reissue them by submitting to the Series a notarized affidavit, attached to the letter, explaining the loss and providing a new Polygon Digital Wallet address (if required). The Series will publish the number of securities issued on the Polygon Blockchain.

We do not anticipate conducting a cybersecurity audit of the ReentalToken smart contract. We believe that since all buyers of ReentalTokens will be whitelisted and all transactions on them will be recorded, 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 Series RNT SPV 26 LLC (MIA-7) ReentalTokens represent our interests, the ReentalTokens smart contracts do not limit the number of Series RNT SPV 26 LLC (MIA-7) ReentalTokens that can be created. The potential total amount of Series RNT SPV 26 LLC (MIA-7) ReentalTokens will depend on corporate law and will be increased or fractioned in accordance with the laws of the State of Florida, our Operating Agreement, and the Series RNT SPV 26 LLC (MIA-7).

Initially, under the terms of the ReentalToken smart contracts, a single ReentalToken Series RNT SPV 26 LLC (MIA-7) cannot be split into token fractions, and only full ReentalTokens Series RNT SPV 26 LLC (MIA-7) can be transferred or accepted. However, in the future we may allow ReentalTokens Series RNT SPV 26 LLC (MIA-7) to be fractionated to ten (10) decimal places.

Our ReentalToken smart contract architecture consists of three components: an underlying asset contract, a security token contract, and a KYC/AML record. The attached Appendix B presents a detailed analysis of this ReentalToken smart contract framework.

Listing

The Interest, evidenced by the ReentalTokens Series RNT SPV 26 LLC (MIA-7), are restricted securities and are not

currently listed or listed for trading on any national stock exchange, ATS, or national listing system.

We intend to list the ReentalTokens Series RNT SPV 26 LLC (MIA-7) in the future on one or more ATSs or other exchanges registered with the SEC for the trading of unregistered securities and with the technological capability to manage the trading of security tokens. If the ReentalTokens Series RNT SPV 26 LLC (MIA-7) are listed on any such exchange, one or more of our affiliates (or other parties) may engage in market-making activities with respect to the ReentalTokens Series RNT SPV 26 LLC (MIA-7). There can be no assurance that our attempts to list the ReentalTokens Series RNT SPV 26 LLC (MIA-7) on such ATS or other exchanges will be successful or that an active trading market for the ReentalTokens Series RNT SPV 26 LLC (MIA-7) will develop, or that, if developed, it will be maintained. Currently, there is no public marketplace for ReentalTokens Series RNT SPV 26 LLC (MIA-7) and a market may never develop, which could cause ReentalTokens Series RNT SPV 26 LLC (MIA-7) to trade at a discount and make it difficult for holders of ReentalTokens Series RNT SPV 26 LLC (MIA-7) to sell them.

Securities Act Restrictions

ReentalTokens Series RNT SPV 26 LLC (MIA-7) have not been registered under the Securities Act or any securities laws of any state or jurisdiction in the world. Unless registered, they may not be offered or sold unless exempt from, or in a transaction not subject to, the registration requirements of the Securities Act and other applicable securities laws. Accordingly, ReentalTokens Series RNT SPV 26 LLC (MIA-7) are offered and sold only in jurisdictions where such registration or qualification is not required, including under applicable exemptions that generally limit the number of investors eligible to acquire them and restrict their resale. Accordingly, ReentalTokens Series RNT SPV 26 LLC (MIA-7) are initially offered and sold only (1) to "accredited investors" (as defined in Regulation D) pursuant to Regulation D, in each case, in a private transaction pursuant to the exemption from Securities Act registration requirements provided for in Regulation D pursuant to the Securities Act, and (2) outside the United States to investors other than "U.S. persons" in offshore transactions pursuant to Regulation S pursuant to the Securities Act.

Digital Ads

ReentalTokens Series RNT SPV 26 LLC (MIA-7) are digital instruments and, as such, will not contain legends. However, purchasers (including secondary purchasers) of ReentalTokens Series RNT SPV 26 LLC (MIA-7) will be presented with information regarding the transfer restrictions thereof, including the legends detailed below, and, at a minimum, must state that they understand the information and provide Reental America with certain statements regarding their status as an investor and location. Each ReentalToken Series RNT SPV 26 LLC (MIA-7) will incorporate legends that basically refer to the following:

> THIS SECURITY, *THAT MEANS.* , THE TOKEN (THE "***CHIPS"),*** HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ***ACT"),*** NOR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY, NOR ANY INTEREST OR INTEREST IN IT, MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, GUARANTEED, OR OTHERWISE DISPOSED OF UNDER ANY CIRCUMSTANCES. EACH HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, REPRESENTS THAT (A) IT IS AN "ACCREDITED INVESTOR" (AS DEFINED IN REGULATION D UNDER THE SECURITIES ACT) OR (B) IT IS NOT A "U.S. INVESTOR PERSON" AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S OF THE SECURITIES ACT AND PURSUANT TO THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH ACQUISITION IS MADE.
>
> 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 ("REGULATION S")) EXCEPT UNDER AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS. EXCEPT AS SET FORTH BELOW, TOKENS WILL NOT BE REDEEMABLE FOR TOKENS THAT ARE NOT SUBJECT TO A LEGEND CONTAINING TRANSFER RESTRICTIONS UNTIL THE EXPIRATION OF THE APPLICABLE ONE-YEAR TERM. DISTRIBUTION PERFORMANCE PERIOD" (WITHIN THE MEANING OF 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-U.S. PERSONS OR BY U.S. PERSONS WHO ACQUIRED SUCH INTERESTS IN A TRANSACTION THAT DID NOT REQUIRE REGISTRATION UNDER

SECURITIES LAW. THE HOLDER OF ANY TOKENS AGREES TO OFFER, SELL, OR OTHERWISE TRANSFER SUCH TOKENS, PRIOR TO THE EXPIRATION OF THE APPLICABLE ONE-YEAR HOLDING PERIOD WITH RESPECT TO RESTRICTED SECURITIES SET FORTH IN RULE 144 UNDER THE SECURITIES ACT (THE "DATE OF TERMINATION OF THE RESALE RESTRICTION"), ONLY (A) TO THE BORROWER OR ANY OF THE BORROWER'S AFFILIATES, (B) PURSUANT TO A SALE THAT COMPLIES WITH THE REGULATION, OR (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, SUBJECT, IN EACH OF THE FOREGOING CASES, TO ANY LEGAL REQUIREMENT THAT THE DISPOSITION OF ITS OWNERSHIP OR THE OWNERSHIP OF SUCH BUYER'S ACCOUNT OR ACCOUNTS BE AT ALL TIMES UNDER ITS 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 SECURITIES LAW.

This section reveals all the material terms of smart contracts.

IMPORTANT U.S. TAX CONSIDERATIONS

This draft does not confirm the SPV 26 tax classification, tax choices, exemptions, absence of taxes or withholding tax rates. The analysis of the Dating instrument, its issuer and compartment, cross-border flows, fees and carry, as well as the distributions to each category of investor, must be completed before issuance. The following sections retain the functions of the reference model, but their content must be validated for the current transaction.

This summary also does not address tax considerations arising from the laws of any state or local jurisdiction in the United States, or any jurisdiction outside the United States, or U.S. federal gift and estate tax laws. In addition, this discussion 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;
- stock traders or foreign exchange;
- securities dealers who choose to use a mark-to-market method to account for their securities holdings;
- certain former citizens or long-term residents of the United States;
- persons holding the Interests as a position in a hedging transaction, "straddle," "conversion transaction," or other risk reduction transaction;
- persons who do not own the Interest as a capital asset within the meaning of Section 1221 of the Code (generally, for investment purposes); or
- persons considered sellers of the Interests under the constructive selling provisions of the Code.

In addition, if a partnership, including any entity or arrangement, domestic or foreign, classified as a partnership for U.S. federal income tax purposes, owns shares, a partner's tax treatment will generally depend on his or her status and the activities of the partnership. Accordingly, partnerships that own shares, and their partners, should consult with their tax advisors.

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

SPV 26 Tax Classification and Tax Elections

It is not assumed that SPV 26 has chosen taxation as a C corporation or that the structure is devoid of taxation.

Taxation of distributions to investors

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

The foregoing discussion of U.S. federal tax considerations is for informational purposes only. It does not constitute tax advice. Each prospective investor should consult with his or her 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 Shares, including the consequences of any proposed changes to applicable law.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

The statements contained in this Memorandum constitute only a brief summary of certain provisions of the aforementioned documents and the contemplated transactions. These statements are not intended to be a complete description of all the terms and conditions of such documents and are qualified in their entirety by reference to them. As with any summary, some details and exceptions have been omitted. If any of the statements in this Memorandum conflict with any of the terms of such documents, the terms of such documents shall prevail. The documents are referenced for a full understanding of their contents. Copies of all documents relating to the transaction described in this Memorandum may be obtained from Reental America, at the address set forth below. Each prospective investor and his or her advisor is invited and encouraged to ask us questions about the terms and conditions of the Offering, the structure and operation of the ReentalTokens Series RNT SPV 26 LLC (MIA-7) and our business, as well as to request additional information necessary to verify the information contained in this Memorandum. We will attempt to provide answers and relevant information to the extent 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 to 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:

Reental America Series, LLC

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

APPENDIX A - JURISDICTIONAL NOTICES

NOTICE TO U.S. RESIDENTS AND "U.S. PERSONS"

THE OFFER AND SALE OF THE REENTALTOKENS HAS NOT CURRENTLY BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT"),** OR UNDER THE SECURITIES LAWS OF ANY STATE THEREOF. THE REENTALTOKENS MAY NOT BE OFFERED, SOLD, OR OTHERWISE TRANSFERRED, UNDERTAKEN, OR MORTGAGED WITHIN THE UNITED STATES OR TO A "U.S. PERSON" (AS DEFINED IN REGULATION S PROMULGATED UNDER THE SECURITIES ACT), EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

NASAA 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. THE TOKENS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR ANY REGULATORY AUTHORITY. IN ADDITION, THE ABOVE AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY STATEMENT TO THE CONTRARY CONSTITUTES A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, AND MAY NOT BE TRANSFERRED OR RESOLD, EXCEPT AS PERMITTED BY SECURITIES LAW AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION. PROSPECTIVE INVESTORS SHOULD NOTE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT INDEFINITELY.

NOTICE TO AUSTRALIAN RESIDENTS

REENTALTOKENS ARE NOT "SECURITIES" FOR THE PURPOSES OF CHAPTER 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 INVESTMENTS COMMISSION (ASIC) IN CONNECTION WITH THIS OFFERING OF REENTALTOKENS. ANY OFFER IN AUSTRALIA OF REENTALTOKENS MAY ONLY BE MADE TO "WHOLESALE CUSTOMERS" (WITHIN THE MEANING OF SECTIONS 761G AND 761GA OF THE COMPANIES ACT) AND ANY PERSON IN AUSTRALIA REQUESTING TO BE ASSIGNED REENTALTOKENS UNDER THIS OFFER WARRANTS TO THE BORROWER OF THE REENTALTOKENS THAT HE OR SHE IS A "WHOLESALE CUSTOMER" (WITHIN THE MEANING OF SECTIONS 761G AND 761GA OF THE COMPANIES ACT). THE REENTALTOKENS MUST NOT BE OFFERED FOR SALE IN AUSTRALIA FOR 12 MONTHS AFTER THE REENTALTOKENS ARE ALLOCATED, UNDER THIS OFFER TO NO "RETAIL CUSTOMER" (WITHIN THE MEANING OF SECTIONS 761G AND 761GA OF THE COMPANIES ACT). ANY INVESTOR WHO ACQUIRES THE REENTALTOKENS MUST COMPLY WITH AUSTRALIAN RESTRICTIONS ON SALE.

NOTICE TO BRAZIL RESIDENTS

THE REENTALTOKENS HAVE NOT BEEN AND WILL NOT BE ISSUED, PLACED, DISTRIBUTED, OFFERED OR PUBLICLY TRADED ON THE BRAZILIAN CAPITAL MARKETS. THE ISSUANCE OF THE REENTALTOKENS 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 LAWS AND CVM REGULATIONS. THE DOCUMENTS RELATED TO THE OFFERING OF THE REENTALTOKENS, AS WELL AS THE INFORMATION CONTAINED THEREIN, MAY NOT BE PROVIDED TO THE PUBLIC IN BRAZIL (SINCE THE OFFERING OF THE REENTALTOKENS 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 OFFERED OR SOLD, AND WILL NOT OFFER OR SELL, THE REENTALTOKENS 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 THE REENTAL TOKENS WITHIN BRAZIL SHOULD CONSULT WITH THEIR OWN ATTORNEY REGARDING THE APPLICABILITY OF THE REGISTRATION REQUIREMENTS OR ANY EXEMPTIONS THEREFROM.

NOTICE TO RESIDENTS OF THE EUROPEAN ECONOMIC AREA

IN RESPECT OF 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 THE "RELEVANT MEMBER STATE"). THE PROSPECTUS DIRECTIVE IN THAT RELEVANT MEMBER STATE (THE "IMPLEMENTATION"), THE COMPANY HAS NOT AND WILL NOT MAKE AN OFFERING OF REENTALTOKENS THAT ARE THE SUBJECT OF THE OFFER CONTEMPLATED BY THIS MEMORANDUM TO THE PUBLIC IN THAT RELEVANT MEMBER STATE, UNLESS, EFFECTIVE FROM AND INCLUDING IMPLEMENTATION, IT MAKES AN OFFERING OF SUCH REENTALTOKENS TO THE PUBLIC IN THAT MEMBER STATE:

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

(B) LESS THAN 100 FOR THE OFFERING: LESS THAN 100 OR, IF THE RELEVANT MEMBER STATE HAS IMPLEMENTED THE RELEVANT PROVISION OF THE 2010 DPR 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 FALLING WITHIN ARTICLE 3(2) OF THE PROSPECTUS DIRECTIVE; PROVIDED THAT NO NOTE OFFER REQUIRES THE BORROWER OR MANAGER TO PUBLISH A PROSPECTUS PURSUANT TO ARTICLE 3 OF THE PROSPECTUS DIRECTIVE OR TO SUPPLEMENT A PROSPECTUS PURSUANT TO ARTICLE 16 OF THE PROSPECTUS DIRECTIVE.

FOR THE PURPOSES OF THIS PROVISION, THE TERM "OFFERING OF REENTALTOKENS TO THE PUBLIC" IN RELATION TO ANY REENTALTOKENS 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 REENTALTOKENS TO BE OFFERED FOR AN INVESTOR TO DECIDE TO PURCHASE OR SUBSCRIBE FOR THE REENTALTOKENS, AS THE SAME MAY BE VARIED IN THAT MEMBER STATE BY ANY MEASURE IMPLEMENTING THE PROSPECTUS DIRECTIVE IN THAT MEMBER STATE, THE EXPRESSION "PROSPECTUS DIRECTIVE" MEANS DIRECTIVE 2003/71/EC (AS AMENDED, INCLUDING THE AMENDING ACT DIRECTIVE 2010, TO THE EXTENT THAT IT IS IMPLEMENTED IN THE RELEVANT MEMBER STATE), AND INCLUDES ANY RELEVANT IMPLEMENTING MEASURES IN THE RELEVANT MEMBER STATE AND THE EXPRESSION "DIRECTIVE AMENDING THE PD 2010" MEANS DIRECTIVE 2010/73/EU.

NOTICE TO RESIDENTS OF THE BRITISH VIRGIN ISLANDS

THE REENTALTOKENS AND ANY DOCUMENTS USED IN CONNECTION THEREWITH 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 REENTALTOKENS 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 OBLIGATING THE COMPANY TO REGISTER IN THE BRITISH VIRGIN ISLANDS.

NOTICE TO RESIDENTS OF CANADA

THIS MEMORANDUM CONSTITUTES AN OFFERING OF THE REENTALTOKENS IN ALL PROVINCES OF CANADA (THE "***CANADIAN JURISDICTIONS").*** NO SECURITIES COMMISSION OR SIMILAR AUTHORITY IN CANADA HAS REVIEWED OR IN ANY WAY MADE A PRONOUNCEMENT ON THIS MEMORANDUM OR THE MERITS OF THE REENTALTOKENS AND ANY STATEMENT TO THE CONTRARY IS A CRIMINAL OFFENCE.

THE DISTRIBUTION OF REENTALTOKENS IN CANADIAN JURISDICTIONS IS MADE SOLELY ON THE BASIS OF PRIVATE PLACEMENT 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 REENTALTOKENS MUST BE MADE IN ACCORDANCE WITH APPLICABLE CANADIAN SECURITIES LAWS, WHICH VARY BY RELEVANT JURISDICTION AND WHICH MAY REQUIRE RESALES TO BE MADE IN ACCORDANCE WITH PROSPECTUS AND MERCHANT 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 prior to any resale of resale tokens, both inside and outside Canada.

THE COMPANY IS NOT CURRENTLY, NOR DOES IT INTEND TO BECOME, A "REPORTING BORROWER," AS THAT TERM IS DEFINED IN APPLICABLE CANADIAN SECURITIES LAWS, IN ANY PROVINCE OR TERRITORY OF CANADA. CANADIAN INVESTORS ARE CAUTIONED THAT THE REENTALTOKENS ARE NOT AND WILL NOT BE LISTED ON ANY SECURITIES EXCHANGE IN CANADA, AND THAT THERE IS NOT CURRENTLY AND IS NOT ANTICIPATED TO BE A PUBLIC MARKET FOR THE REENTALTOKENS IN CANADA FOLLOWING THIS OFFERING. CANADIAN INVESTORS ARE FURTHER CAUTIONED THAT THE COMPANY IS NOT REQUIRED TO FILE, AND DOES NOT CURRENTLY INTEND TO FILE, A PROSPECTUS OR SIMILAR DOCUMENT WITH ANY SECURITIES REGULATORY AUTHORITY IN CANADA QUALIFYING THE RESALE OF THE REENTALTOKENS TO THE PUBLIC IN ANY PROVINCE OR TERRITORY OF CANADA IN CONNECTION WITH THIS OFFERING. ACCORDINGLY, THE REENTALTOKENS MAY BE SUBJECT TO AN INDEFINITE HOLDING PERIOD UNDER APPLICABLE CANADIAN SECURITIES LAWS, UNLESS THE RESALES ARE MADE IN ACCORDANCE WITH THE APPLICABLE PROSPECTUS REQUIREMENTS OR PURSUANT TO AN AVAILABLE EXEMPTION FROM SUCH PROSPECTUS REQUIREMENTS.

REPRESENTATIONS OF CANADIAN INVESTORS

EACH CANADIAN INVESTOR WHO ACQUIRES REENTALTOKENS SHALL BE DEEMED TO HAVE REPRESENTED THAT: (I) SUCH INVESTOR IS A RESIDENT OF A DESIGNATED CANADIAN JURISDICTION; (II) THAT, TO THE BEST OF HIS KNOWLEDGE, THE OFFER AND SALE OF REENTALTOKENS WERE NOT ACCOMPANIED BY ANY ADVERTISING OF THE REENTALTOKENS IN ANY PRINT MEDIA OF GENERAL AND REGULAR CIRCULATION OF PAY, RADIO, TELEVISION OR TELECOMMUNICATIONS, INCLUDING THE ELECTRONIC SCREEN, 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 PURSUANT TO THE APPLICABLE SECURITIES LAWS OF THE APPLICABLE CANADIAN JURISDICTION, FOR HIS OR HER OWN ACCOUNT AND NOT AS AN AGENT FOR THE BENEFIT OF ANOTHER PERSON, OR IS DEEMED TO BE BUYING IN SUCH MANNER, AND IS PURCHASING ONLY FOR INVESTMENT AND NOT WITH A VIEW TO RESALE OR DISTRIBUTION; (IV) SUCH INVESTOR OR ANY END INVESTOR FOR WHOM SUCH INVESTOR IS ACTING AS AN AGENT IS ENTITLED, UNDER THE APPLICABLE SECURITIES LAWS IN THE RELEVANT CANADIAN JURISDICTIONS, TO SUBSCRIBE FOR RE-ENTALTOKENS 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, WHERE THE INVESTOR IS AN INDIVIDUAL "ACCREDITED INVESTOR", RELIES ON PARAGRAPH (J.1) OF THE DEFINITION OF "ACCREDITED INVESTOR", AND (B) IS A "PERMITTED CUSTOMER" AS THAT TERM IS DEFINED IN SECTION 1.1 OF NATIONAL INSTRUMENT 31-103 – REGISTRANT REGISTRATION REQUIREMENTS, WAIVERS, AND CONTINUING OBLIGATIONS ("IS **31-103**") AND, IF APPLICABLE, IS PURCHASING THE REENTALTOKENS FROM A DEALER AUTHORIZED TO RELY ON THE "INTERNATIONAL DISTRIBUTOR EXEMPTION" CONTAINED IN SECTION 8.18 OF NI 31-103; (V) SUCH INVESTOR IS NOT A PERSON CREATED OR USED SOLELY 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 BEST OF THEIR KNOWLEDGE, PRODUCTS OBTAINED OR DERIVED AS A RESULT OF ILLEGAL ACTIVITIES AND THAT: (A) THE FUNDS USED TO PURCHASE THE REENTALTOKENS DO NOT REPRESENT PROCEEDS OF CRIME FOR THE PURPOSES OF THE CRIMINAL CODE (CANADA) OR THE PROCEEDS OF THE ANTI-CRIME (MONEY LAUNDERING) AND TERRORIST FINANCING ACT (CANADA) OR ANY REGULATIONS ADOPTED UNDER THE SPECIAL ECONOMIC MEASURES ACT (CANADA) OR THE UNITED STATES ACT UNITED NATIONS ACT (CANADA) (COLLECTIVELY, THE "***CANADIAN AML AND ECONOMIC SANCTIONS LEGISLATION")*** AND (B) THE COMPANY MAY IN THE FUTURE REQUIRE THE COMPANY TO SCRAMBLE SUCH INVESTOR'S NAME AND OTHER INFORMATION RELATING TO SUCH INVESTOR, ON A CONFIDENTIAL BASIS, PURSUANT TO CANADIAN AML AND ECONOMIC SANCTIONS LEGISLATION OR AS REQUIRED BY APPLICABLE LAWS, REGULATIONS OR RULES.

IN ADDITION, EACH CANADIAN INVESTOR SUBSCRIBING TO REENTALTOKENS SHALL BE DEEMED TO HAVE REPRESENTED TO THE COMPANY AND ANY DISTRIBUTOR SELLING THE REENTALTOKENS TO SUCH INVESTOR THAT: (I) THE COMPANY HAS NOTIFIED YOU (A) THAT THE COMPANY IS REQUIRED TO PROVIDE INFORMATION (THE "PERSONAL ***INFORMATION")*** RELATING TO SUCH INVESTOR AS REQUIRED TO BE DISCLOSED IN SCHEDULE I OF FORM 45-106F1 UNDER NI 45-106 (INCLUDING YOUR NAME, ADDRESS, TELEPHONE NUMBER, AND THE NUMBER AND VALUE OF ANY REENTALTOKENS PURCHASED); (B) SUCH PERSONAL INFORMATION WILL BE PROVIDED TO THE SECURITIES REGULATORY AUTHORITY OR REGULATOR PURSUANT TO NI 45-106; (C) SUCH PERSONAL INFORMATION IS COLLECTED INDIRECTLY BY THE SECURITIES REGULATORY AUTHORITY OR TO THE REGULATOR PURSUANT TO THE AUTHORITY GRANTED TO IT UNDER THE SECURITIES LEGISLATION OF APPLICABLE LAW; (D) SUCH PERSONAL INFORMATION IS COLLECTED FOR THE PURPOSES OF ADMINISTRATION AND ENFORCEMENT OF SECURITIES LEGISLATION OF APPLICABLE LAW; AND (E) THE ONTARIO PUBLIC OFFICIAL WHO MAY ANSWER QUESTIONS REGARDING THE INDIRECT COLLECTION OF SUCH PERSONAL INFORMATION BY THE ONTARIO SECURITIES COMMISSION IS THE ONTARIO SECURITIES COMMISSION'S CONSULTATION 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 THE PERSONAL INFORMATION BY THE SECURITIES REGULATORY AUTHORITY OR REGULATOR. IN ADDITION, SUCH INVESTOR ACKNOWLEDGES THAT HIS OR HER NAME, ADDRESS, TELEPHONE NUMBER, AND OTHER SPECIFIED INFORMATION, INCLUDING THE NUMBER OF REENTALTOKENS HE OR SHE HAS PURCHASED AND THE TOTAL AMOUNT OF THE BONDS TO THE INVESTOR, MAY BE DISCLOSED TO OTHER CANADIAN SECURITIES REGULATORY AUTHORITIES AND MAY BE AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. 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 SECURITIES LAWS 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 MISREPRESENTATION, PROVIDED THAT SUCH INVESTOR EXERCISES REMEDIES FOR RESCISSION OR DAMAGES WITHIN THE TIME PRESCRIBED BY THE SECURITIES LAWS OF SUCH INVESTOR'S PROVINCE OR TERRITORY. CANADIAN INVESTORS SHOULD CONSULT THE APPLICABLE PROVISIONS OF THE SECURITIES LEGISLATION OF SUCH INVESTOR'S PROVINCE OR TERRITORY FOR MORE INFORMATION ABOUT THESE RIGHTS OR CONSULT WITH LEGAL COUNSEL.

NOTICE TO CAYMAN ISLANDS RESIDENTS

NO OFFER OR INVITATION MAY BE MADE TO THE CAYMAN ISLANDS PUBLIC FOR THE PURCHASE OF REENTALTOKENS. THIS MEMORANDUM SHALL NOT CONSTITUTE AN OFFER, INVITATION OR SOLICITATION TO ANY MEMBER OF THE CAYMAN ISLANDS PUBLIC FOR THE PURCHASE OF REENTALTOKENS. REENTALTOKENS MAY BE BENEFICIAL OWNED BY PERSONS RESIDENT, DOMICILED, ESTABLISHED, INCORPORATED OR REGISTERED IN ACCORDANCE WITH THE LAWS OF THE CAYMAN ISLANDS. HOWEVER, THE COMPANY SHALL NOT CONDUCT BUSINESS WITH THE CAYMAN ISLANDS PUBLIC, EXCEPT TO THE EXTENT NECESSARY FOR THE DEVELOPMENT OF ITS ACTIVITIES OUTSIDE THE CAYMAN ISLANDS. **PUBLIC"** FOR THE PURPOSES OF THIS PROVISION 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 PARTNERSHIP ACTING AS A GENERAL PARTNER OF A PARTNERSHIP REGISTERED UNDER SECTION 9(1) OF THE EXEMPT LIMITED PARTNERSHIPS ACT (2018 REVISION) OR (VI) 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 OF FRANCE

THE REENTALTOKENS ARE NOT OFFERED TO THE PUBLIC IN FRANCE. THE DISTRIBUTION OF THIS MEMORANDUM AND THE ISSUANCE OF THE REENTALTOKENS MAY BE RESTRICTED IN CERTAIN

JURISDICTIONS. IT IS THE RESPONSIBILITY OF ANY PERSON IN POSSESSION OF THE REENTALTOKENS OR RELATED DOCUMENTS, AS WELL AS ANY PERSON WISHING TO SUBSCRIBE TO THE REENTALTOKENS, INFORM THEMSELVES OF AND COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS OF ANY RELEVANT JURISDICTION. NO ACTION HAS BEEN TAKEN THAT WOULD PERMIT, OR IS INTENDED, A PUBLIC OFFERING OF THE REENTALTOKENS IN ANY COUNTRY OR JURISDICTION WHERE SUCH A MEASURE IS REQUIRED FOR SUCH PURPOSE. ACCORDINGLY, THE 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 RESULTING IN COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. THE COMPANY MAKES NO REPRESENTATION OR WARRANTY TO ANY PROSPECTIVE PURCHASE WITH RESPECT TO THE LEGALITY OF AN INVESTMENT IN THE REENTALTOKENS BY SUCH PERSON UNDER APPROPRIATE SECURITIES OR SIMILAR LAWS. INVESTING IN THE REENTALTOKENS INVOLVES CERTAIN RISKS. IN PARTICULAR, EACH PROSPECTIVE INVESTOR IN THE REENTALTOKENS SHOULD ASSUME THAT THE PURCHASER OF THE REENTALTOKENS ASSUMES THE ECONOMIC RISKS OF SUCH INVESTMENT. PURCHASERS SHOULD NOT CONSIDER THE CONTENTS OF THESE DOCUMENTS AS LEGAL, TAX OR INVESTMENT ADVICE, AND ARE ADVISED TO CONSULT WITH THEIR OWN PROFESSIONAL ADVISORS REGARDING THE SUBSCRIPTION OF THE REENTALTOKENS OR BOTH, AND THEIR CONSEQUENCES. ACCORDINGLY, PURCHASERS SHOULD INFORM THEMSELVES ABOUT (A) THE POTENTIAL TAX CONSEQUENCES, (B) THE LEGAL REQUIREMENTS, AND (C) ANY CURRENCY RESTRICTIONS OR EXCHANGE CONTROL REQUIREMENTS THAT THEY MAY ENCOUNTER UNDER THE LAWS OF THE COUNTRIES OF THEIR CITIZENSHIP, RESIDENCE OR DOMICILE AND THAT MAY BE RELEVANT TO THE SUBSCRIPTION, HOLDING OR DISPOSAL OF THE 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, BUY, 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 HAVING THEIR HABITUAL RESIDENCE 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 - VERMANLG) WITHOUT THE COMPANY BEING SUBJECT TO SUCH LAWS.

NOTICE TO HONG KONG RESIDENTS

THE COMPANY:

(1) YOU HAVE NOT OFFERED OR SOLD, AND WILL NOT OFFER OR SELL REENTA TOKENS IN HONG KONG, BY ANY DOCUMENT, EXCEPT (A) TO "PROFESSIONAL INVESTORS" AS DEFINED IN THE SECURITIES AND FUTURES ORDINANCE (CAP. 571) OF HONG KONG AND ANY RULES MADE UNDER THAT ORDINANCE; OR (B) IN OTHER CIRCUMSTANCES WHICH DO NOT CONSTITUTE IN THE DOCUMENT A "PROSPECTUS" AS DEFINED IN THE COMPANIES (LIQUIDATION AND MISCELLANEOUS PROVISIONS) ORDINANCE (CAP. 32) OF HONG KONG, OR WHICH DO NOT CONSTITUTE AN OFFERING TO THE PUBLIC WITHIN THE MEANING OF THE SAID ORDINANCE; AND HAS NOT ISSUED OR HAD IN ITS POSSESSION FOR THE PURPOSE OF ISSUING, AND WILL NOT ISSUE OR HAVE IN ITS POSSESSION FOR THE PURPOSE OF ISSUING, WHETHER IN HONG KONG OR ELSEWHERE, ANY ADVERTISEMENTS, INVITATIONS OR DOCUMENTS RELATING TO THE REENTALTOKENS, WHICH IS DIRECTED TO, OR THE CONTENTS OF WHICH MAY BE ACCESSED OR READ BY, THE HONG KONG PUBLIC (EXCEPT AS PERMITTED BY HONG KONG'S SECURITIES LAWS), EXCEPT IN RESPECT OF REENTALTOKENS WHICH ARE OR ARE INTENDED TO BE MADE AVAILABLE ONLY TO PERSONS OUTSIDE HONG KONG OR SOLELY TO "PROFESSIONAL INVESTORS" AS DEFINED IN THE SECURITIES AND FUTURES ORDINANCE AND ANY REGULATIONS SET FORTH 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 OF ANY PERSON OTHER THAN THAT 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 CONSTRUED 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 PROSPECTIVE INVESTORS SHOULD OBTAIN LEGAL ADVICE THAT THEY ARE ENTITLED TO SUBSCRIBE TO THESE INSTRUMENTS AND MUST COMPLY WITH ALL RELEVANT INDIAN LAWS IN THIS REGARD.

NOTICE TO RESIDENTS OF ISRAEL

THE COMPANY DOES NOT INTEND TO OFFER THE REENTALTOKENS TO THE ISRAELI PUBLIC, AS PROVIDED FOR IN THE ISRAELI SECURITIES LAW OF 1968, NOR TO OFFER THEM, WITHIN A SPECIFIED YEAR, TO MORE THAN 35 DESTINED RESIDENTS OF ISRAEL. EACH POTENTIAL INVESTOR MUST GUARANTEE, AND HEREBY, TO THE COMPANY THAT HE ACQUIRES THE REENTALTOKENS EXCLUSIVELY FOR INVESTMENT PURPOSES AND NOT FOR RESALE.

NOTICE TO RESIDENTS OF ITALY

THE REENTALTOKENS MAY BE SUBSCRIBED FOR BY INSTITUTIONAL INVESTORS IN ACCORDANCE WITH ARTICLE 31, PARAGRAPH 2, OF CONSOB REGULATION NO. 11522 OF 1 JULY 1998, AS SUBSEQUENTLY AMENDED AND INTEGRATED. NEITHER THE REENTALTOKENS NOR THIS MEMORANDUM CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY OF THE REENTALTOKENS IN ITALIAN JURISDICTION TO PRIVATE INVESTORS. ACCORDINGLY, THE REENTALTOKENS OR THE MEMORANDUM ARE OF AN INFORMATIONAL NATURE ONLY WHEN ADDRESSED TO A PRIVATE INVESTOR RESIDENT IN ITALY. PURSUANT TO THIS MEMORANDUM, THE REENTALTOKENS WILL ONLY BE OFFERED AND SUBSCRIPTIONS WILL BE ACCEPTED FROM ITALIAN INSTITUTIONAL INVESTORS, AS DEFINED ABOVE. THE REENTALTOKENS TO BE OFFERED PURSUANT TO THIS MEMORANDUM HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE RELEVANT SECURITIES LAW OF ITALY TO BE OFFERED AND SUBSCRIBED TO BY PRIVATE INVESTORS.

NOTICE TO RESIDENTS OF JAPAN

REENTALTOKENS ARE OFFERED TO A LIMITED NUMBER OF QUALIFIED INSTITUTIONAL INVESTORS (TEKIKAKU KIKAN TOSHIBA, AS DEFINED IN THE JAPAN SECURITIES EXCHANGE LAW (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 SECURITIES EXCHANGE LAW AND OTHER RELEVANT LAWS AND REGULATIONS OF JAPAN. AS SUCH, THE REENTALTOKENS HAVE NOT BEEN REGISTERED AND WILL NOT BE REGISTERED UNDER THE JAPAN SECURITIES EXCHANGE LAW. THE PURCHASER OF THE REENTALTOKENS AGREES NOT TO RETRANSFER OR REASSIGN THE REENTALTOKENS TO ANYONE WHO IS NOT A NON-RESIDENT OF JAPAN, EXCEPT PURSUANT TO A PRIVATE PLACEMENT EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF, AND OTHERWISE IN COMPLIANCE WITH, THE SECURITIES EXCHANGE LAW AND OTHER RELEVANT LAWS AND REGULATIONS OF JAPAN.

NOTICE TO RESIDENTS OF NEW ZEALAND

THE REENTALTOKENS OFFERED OR SOLD TO INVESTORS IN NEW ZEALAND ARE ONLY AVAILABLE AND MAY ONLY BE ACCEPTED BY A WHOLESALE INVESTOR PURSUANT TO CLAUSE 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 BUYER ACKNOWLEDGES AND AGREES THAT IT HAS 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 OR ANNOUNCEMENT MATERIAL IN RELATION TO ANY REENTA TOKEN OFFERING; IN EACH CASE IN NEW ZEALAND, EXCEPT TO ONE PERSON WHO IS A WHOLESALE INVESTOR; AND THE BUYER SHALL 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 MONETARY AUTHORITY OF SINGAPORE. ACCORDINGLY, THE COMPANY HAS NOT OFFERED OR SOLD ANY REENTALTOKENS OR CAUSED THE REENTALTOKENS TO BE THE SUBJECT OF A SUBSCRIPTION OR PURCHASE INVITATION, AND WILL NOT OFFER OR SELL ANY REENTALTOKENS OR CAUSE THE REENTALTOKENS TO BE THE SUBJECT OF A SUBSCRIPTION OR PURCHASE INVITATION, AND HAS NOT CIRCULATED OR DISTRIBUTED, NOR WILL IT CIRCULATE OR DISTRIBUTE, THIS MEMORANDUM OR ANY OTHER DOCUMENTS OR MATERIALS IN CONNECTION WITH THE OFFER OR SALE, OR THE INVITATION TO SUBSCRIBE OR BUY, OF THE REENTALTOKENS, EITHER DIRECTLY OR INDIRECTLY, TO ANY PERSON IN SINGAPORE WHO IS NOT (I) AN INSTITUTIONAL INVESTOR (AS DEFINED IN SECTION 4A OF THE SECURITIES AND FUTURES ACT (SINGAPORE CHAPTER 289) (THE "SFPA")")) PURSUANT TO SECTION 274 OF THE SFA, (II) TO A RELEVANT PERSON (AS DEFINED IN SECTION 275(2) OF THE SFA) PURSUANT TO SECTION 275(1) OF THE SFA, OR ANY PERSON PURSUANT TO SECTION 275(1A) OF THE SFA, AND PURSUANT TO THE CONDITIONS SPECIFIED IN SECTION 275 OF THE SFA, OR (III) OTHERWISE PURSUANT TO, 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 TO HOLD INVESTMENTS AND WHOSE ENTIRE SHARE CAPITAL IS OWNED BY ONE OR MORE PERSONS, EACH OF WHOM IS AN ACCREDITED INVESTOR; Or

(B) A TRUST (WHERE 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 TRANSFER WITHIN SIX MONTHS AFTER THAT CORPORATION OR THAT TRUST HAS ACQUIRED THE REENTALTOKENS PURSUANT TO AN OFFERING 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 TO ANY PERSON ARISING OUT OF 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 FORCE OF LAW;

(4) AS SPECIFIED IN SFA SECTION 276(7); Or

(5) AS SPECIFIED IN SINGAPORE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 32 2005.

NOTICE TO RESIDENTS OF SWITZERLAND

THE REENTALTOKENS MAY NOT BE PUBLICLY OFFERED IN SWITZERLAND AND WILL NOT BE LISTED ON THE SIX SWISS EXCHANGE ("SIX") OR ANY OTHER STOCK EXCHANGE OR REGULATED TRADING FACILITY IN SWITZERLAND. THE REENTALTOKENS AND ANY RELATED DOCUMENTS HAVE BEEN PREPARED WITHOUT REGARD TO THE DISCLOSURE RULES FOR PROSPECTUSES UNDER ARTICLE 652A OR ARTICLE 1156 OF THE SWISS CODE OF OBLIGATIONS OR THE DISCLOSURE RULES FOR LISTING PROSPECTS UNDER ARTICLE 27 ET SEQ. OF THE SIX LISTING RULES OR THE LISTING RULES OF ANY OTHER STOCK EXCHANGE OR REGULATED TRADING FACILITY IN SWITZERLAND. NEITHER THE REENTALTOKENS NOR ANY RELATED MARKETING MATERIALS MAY BE PUBLICLY DISTRIBUTED OR OTHERWISE MADE AVAILABLE TO THE PUBLIC IN SWITZERLAND. REENTALTOKENS AND ANY RELATED MARKETING MATERIALS HAVE NOT BEEN AND WILL NOT BE FILED WITH ANY SWISS REGULATORY AUTHORITY, INCLUDING IN PARTICULAR THE SWISS FINANCIAL MARKET SUPERVISORY AUTHORITY, AND HAVE NOT BEEN AUTHORIZED UNDER THE SWISS FEDERAL LAW ON COLLECTIVE INVESTMENT PLANS ("CISA"). THE

PROTECTIONS AFFORDED TO PURCHASERS OF SHARES IN COLLECTIVE INVESTMENT PLANS UNDER THE CISA DO NOT EXTEND TO PURCHASERS OF REENTALTOKENS.

NOTICE TO TAIWAN RESIDENTS

Reentaltokens have not been and will not be registered with the Taiwan Financial Supervisory Commission. Reentaltokens may not be sold, issued, or offered in Taiwan by public offering or in circumstances constituting an offering within the meaning of Taiwan's Securities and Exchange Law that requires registration or approval by the Taiwan Financial Supervisory Commission. No person or entity in Taiwan has been authorized to offer, sell, advise, or broker in the offer and sale of Reentaltokens in Taiwan.

NOTICE TO RESIDENTS OF THAILAND

The Reentaltokens have not 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, either directly or indirectly, be invited to purchase them. Distribution of this memorandum or any documents or materials relating to the offer, sale, or invitation to purchase of the Reental Tokens in Thailand is also not permitted, except as permitted by applicable Thai laws and regulations.

NOTICE TO UK RESIDENTS

THE COMPANY HAS ONLY COMMUNICATED OR CAUSED TO BE COMMUNICATED AND WILL ONLY COMMUNICATE OR CAUSE TO BE COMMUNICATED AN INVITATION OR INDUCEMENT TO ENGAGE IN AN INVESTMENT ACTIVITY (WITHIN THE MEANING OF SECTION 21 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 ("**Food Safety Act**") RECEIVED BY IT IN RELATION TO 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 IN RESPECT OF ANYTHING DONE BY IT IN RELATION TO 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 OFFER, SALE, POSSESSION OR DISTRIBUTION OF THE REENTALTOKENS OR ANY RELATED DOCUMENTS IN ANY JURISDICTION WHERE ACTION IS REQUIRED TO THAT END. YOU SHOULD INFORM YOURSELF OF AND COMPLY WITH RESTRICTIONS RELATING TO THE REENTALTOKENS AND ANY RELATED DOCUMENTS IN YOUR JURISDICTION.

APPENDIX B – REENTALTOKEN SMART CONTRACT ARCHITECTURE

ReentalToken's smart contract development focuses on various open-source projects to ensure the quality of our product. Our architecture includes the following main players:

- Underlying Asset Contract
- Security Token
- KYC Registrar

Underlying Asset Contract
The underlying asset contract contains corporation information such as: ReentalToken title identifier, legal company name, full deed address (if applicable), city, state, zip code, and country, tax ID, ReentalToken underlying asset contract owner or custodian, and ReentalToken Polygon address on the Polygon mainnet.

The Underlying Asset Contract is the simplest contract and acts as the parent of the Security Contract to link the relationship of the ReentalTokens. One "Underlying Asset Contract" is implemented per property or promise 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 promise contract you own.

Security tokens

Each Underlying Asset Contract will include the management of a Security Token contract. This contract contains the ReentalTokens and the total supply. The ReentalTokens can be automatically deployed on the Polygon Mainnet. They incorporate a Management module to create the following:

- Creating a New Security Token Offering
- Security Token Supply Management, the sale can be open or timed.
- The security token deployment will be done on the Polygon mainnet.
- Revoke and redistribute. This can make the security token mutable. That is, a redistribution token can be redistributed to a new Polygon network address, up to the Underlying Asset Contract, and cause the self-destruction of the previous security token, voiding it.

Each ReentalToken Offering will have a unique tag. This tag contains the specific name of the token and related information.

For example, the following table describes the properties of the ReentalToken Security Token Offering:

Token Symbol	Token Name	Token Supply	Polygon Address Address

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

All Polygon addresses in the chain record will be added automatically. Each Polygon recipient will have an associated name, visible in the Reental America administrative portal, and linked to an identification document.

We will also maintain a backup database of whitelisted investors that will coincide with on-chain registration.

ReentalToken Transferability

The transferability of all ReentalTokens will depend on this whitelist of KYC/AML registrars. ReentalTokens may only be transferred to addresses listed on the on-chain registry.

It will be impossible to transfer ReentalTokens to a Polygon address that is not whitelisted. The only way for people to be whitelisted is for them to complete the KYC/AML validation process.

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

U.S. buyers will be subject to a one-year, one-day transferability restriction.