

TERMS AND CONDITIONS OF THE ISSUANCE

Public Issuance of Income Tokens and Secured Debt Tokens



Renacer
CONDOMINIO

Effective Date	March 17th of 2026
Issuer	Desarrolladora Orizaba S.A. de C.V.
Issuance Agent/Paying Agent/DASP	MIO3, S.A. DE C.V. (PSAD-0016)
Type of digital assets	Digital Income Asset Digital Debt Asset
Quotation Tag	Income Tokens: RNCRev Secured Debt Tokens: RNCRdebt
Registration Entry with the CNAD	AD-00039 for Income Tokens AD-00040 for Secured Debt Tokens

1. Acceptance of the Terms

The acquisition of the income digital assets of RNCRrev (the “Income Tokens”) and the Secured Debt digital assets RNCRdebt secured by debt (the “Secured Debt Tokens”), implies the express and irrevocable acceptance by the investor (the “Token Holder”) of all of these Terms and Conditions (the “T&C”), as well as the Relevant Information Document of the Issuance of the Income Tokens and Secured Debt Tokens (the “DIR”) and its respective Annexes.

The Token Holder declares and acknowledges that:

- He has read, understood and fully accepted the content of the DIR and supplementary documentation of the issuance.
- Recognizes MIO3, S.A. de C.V., as a Digital Asset Service Provider (DASP), Issuing Agent and Payment Agent.
- Recognizes MIO3, S.A. de C.V., as common representative interim of the Token Holders, with sufficient powers to act in name and representation of these, including the acceptance of the guarantees of the issuance and the representation of the decisions resulting from the matters submitted to a vote.
- Accept that theToken subject to these issuance confer exclusively the rights described in the corresponding DIR.
- He expressly waives the right to individually exercise any right of administration, control or disposal over the underlying asset.
- The Issuance is structured under the regulatory framework applicable to Digital Assets in El Salvador, and that Digital Assets may incorporate technological conditions (smart contracts), compliance (KYC/AML), and operational restrictions (whitelists/blacklists, lock-up, transferability rules).

2. Issuance Participants

2.1 Issuer

ORIZABA DEVELOPER, S.A. DE C.V.

Address: San Salvador District, Municipality of San Salvador Centro, Department of San Salvador, Republic of El Salvador.

Email: info@renacercondominio.com

Website: <https://renacercondominio.com>

The Issuer acts as a special purpose vehicle (SPV), with the sole purpose of issuing the Token theyIncome that are representative of the rights described in the DIR.

2.2 Issuer Administrator and Digital Asset Service Provider (DASP)

MIO3, S.A. DE C.V.

CNAD Registration Number: PSAD-0016

Email: support@tohkn.com

Website: www.mio3.io

The DAPs is responsible for the structuring of the issuance, custody, operational administration, liquidation, and burning of the Income Tokens and Secured Debt Tokens, according to as provided in the DIR.

2.3 Issuance Certifier

ACTUARIAL CONSULTING SERVICE, S.A. DE C.V. (ACSER)

CNAD Registration Number: CERT-0002

Email: jrodriguez@actuarialconsultings.com

Website: www.actuarialconsultings.com

Independent entity responsible for certifying the technical, legal and regulatory compliance of the Issuance.

3. Purpose of the Tokens

The Income Tokens represent an economic right over the flows from the sale of the units of the RENACER Condominium Project..

The Secured Debt Tokens represent a credit right in favor of the holders of the Secured Debt Tokens against the Issuer, derived from the unconditional obligation of payment by the Issuer with respect to the principal and interest, in the terms, form and other terms and conditions established in the Issuance Documentation.

To all of this in accordance with what is described in DIR and supplementary issuance documentation.

4. Amount, Unit Value and Structure of the Issuance

• Maximum authorized amount of the Issuance:

Income Tokens: up to seven million dollars of the United States (US\$7,000,000.00).

Secured Debt Tokens: up to twelve million five hundred thousand dollars of the United States (US\$12,500,000.00).

• Reference unit value per Token:

Income Tokens: One Hundred dollars of the United States (US\$100.00).

Secured Debt Tokens: One Hundred dollars of the United States (US\$100.00).

• Maximum number of tokens:

Income Tokens: 70,000

Secured Debt Tokens: 125,000

• Offer type:

Public Offering of Digital Income Assets

Public Offering of Digital Debt Assets

The Income Tokens will be issued in a single stage and without tranches. The Secured Debt Tokens may be issued in one or more placement tranches, the specific terms of which will be defined in the corresponding supplement and/or public offering notice, without exceeding in any case the maximum authorized amount.

5. Minimum Amount and Condition of Issuance

The effective issuance of the Income Tokens is conditional upon compliance with a minimum placement amount (the Minimum Issuance Amount) equivalent to US\$150,000.00, as established in the Relevant Information Document.

The effective issuance of the Secured Debt Tokens is conditional upon compliance with a minimum placement amount (the Minimum Issuance Amount) equivalent to US\$200,000.00, as established in the Relevant Information Document.

Until such Minimum Amounts are reached:

- The funds contributed by the Investors will remain under operational custody within the technological infrastructure of the Digital Asset Service Provider (DASP), and;
- The issuance will not be considered completed, nor will the respective tokens be issued.

In the event that the applicable Minimum Amount for each Issuance is not reached within the foreseen period, the Issuance will be considered unsuccessful, and the funds contributed will be reimbursed to the Investors in accordance with the procedures, terms and conditions described in the Relevant Information Document, without generating any additional right in their favor.

6. Validity of the Tokens

The Income Tokens will have a term of up to twenty-nine (29) months or until finalized the Project, whichever occurs first, counted from the start date of the IncomeTokens.

The Secured Debt Tokens will have a term of up to twenty-six (26) months from the date the guaranteed debt is incurred. During the first fifteen (15) months, there will be a grace period for capital amortization; during this period, the Issuer will only pay interest. Starting in month sixteen (16), monthly, consecutive payments of capital and interest will be made until the final maturity date.

7. Secondary Market

The Income Tokens and Secured Debt Tokens may be traded exclusively through the MIO3 digital platform, in its capacity as an authorized Digital Asset Service Provider (DAP), when and to the extent that said platform enables secondary markets for this type of digital asset, and always subject to applicable laws and regulations issued by the National Digital Asset Commission (CNAD).

Trading in the secondary market will be permitted only between previously verified participants who continuously comply with Know Your Customer (KYC), Know Your Business (KYB), and Know Your Transaction (KYT) requirements and policies, as well as with the technical and regulatory restrictions implemented through the smart contracts of the Issuance.

There is no guarantee of liquidity, market depth, price formation, or continuity in the trading of the Income Tokens and Secured Debt Tokens. Neither the Issuer nor the DASP assumes any obligation to repurchase, stabilize, provide liquidity or maintain an active secondary markets.

8. Rights and Restrictions of the Token Holder

8.1 Rights

Economic rights by token type:

Holder of IncomeTokens. Each holder shall have the right to participate, in proportion to their holding, in the distribution of distributable cash flows derived from the sale of project units, under the terms of the Investment Regulations and the documentation for the transfer of economic rights. Such rights are strictly contractual in nature and are limited to the transferred economic rights, without constituting a guarantee of minimum return, a promise of performance, or a real right over the project assets.

Holder of Secured Debt Tokens. Each holder will be entitled to receive payment of principal and interest according to the schedule, rate, term, grace period and other conditions established in the DIR, in the public offering notice and in the applicable supplement of the corresponding tranche.

Right to information:

Holders of both types of tokens will be entitled to receive information, periodic reports, financial statements, progress updates and other disclosures as required by the DIR, the LEAD, its regulations and the issuance documentation.

8.2 Restrictions

- The acquisition, custody, and transfer of Income Tokens and Secured Debt Tokens are subject to:
 - (i) process KYC/AML/CFT;
 - (ii) DASP and/or smart contract eligibility rules (blacklist);
 - (iii) compliance with sanctions, restricted lists and internal policies; and
 - (iv) any applicable regulatory or contractual restrictions.
- When the DIR establishes lock-up periods or other temporary limitations, the Holder accepts that during such periods transfers may be technologically blocked and will only proceed under the exceptions expressly provided (e.g. succession or enforcement of guarantees).

9. Technology and Custody

Blockchain

The issuance of the Income Tokens and Secured Debt Tokens will be carried out on the Polygon network, a second-layer (Layer 2) scalability solution compatible with Ethereum Virtual Machine (EVM), which allows operational efficiency, traceability and secure execution of on-chain transactions.

Technical Standard

The Income Tokens and Secured Debt Tokens are structured under the ERC-3643 standard (formerly T-REX), which allows the issuance of digital assets with integrated regulatory controls, including identity verification, transfer restrictions, and automated regulatory compliance.

Issuance and Operation Platform

The issuance of Income Tokens and Secured Debt Tokens, operational management and technological implementation of the Income Tokens and Secured Debt Tokens will be carried out through the MIO3 digital platform, in its capacity as a Digital Asset Service Provider (DASP) duly authorized by the National Commission of Digital Assets (CNAD).

The platform acts as a technological and operational infrastructure, without assuming ownership of the tokens or the economic rights represented.

Custody of Tokens

The custody of the Income Tokens and Secured Debt Tokens will be carried out through custodial digital wallets by MIO3, which must be previously verified in accordance with the KYC, KYB and KYT procedures established by MIO3 and required by applicable regulations.

On-Chain Compliance and Control Mechanisms

The issuance incorporates whitelisting, AML/KYC/KYT controls, transfer restrictions by jurisdiction or holder profile, asset freezing when legally required, and on-chain burn mechanisms, all implemented through smart contracts in accordance with the ERC-3643 standard.

10. Applicable Law and Dispute Resolution

This Issuance is governed exclusively by the **Digital Asset Issuance Law of the Republic of El Salvador** and supplementary regulations.

Any controversy will be resolved by the competent courts of the Republic of El Salvador.

11. Acceptance Clause, Recognition of Risk and Exoneration of Liability

When acquiring the Income Tokens and Secured Debt Tokens (hereinafter “the Tokens”), the Investor expressly, irrevocably, and under their sole responsibility declares that they have read, understood, and fully accepted the Relevant Information Document (RID), its Annexes, and these Terms and Conditions. In particular, they acknowledge and accept that the Tokens do not generate income, interest, returns, or periodic cash flows, and that there is no guarantee of return of the invested capital.

The Investor understands and accepts that any economic rights associated with the Token is subject to the terms described in the DIR and the document supplementary information on emissions.

Consequently, the Investor acknowledges and accepts that the returns, payments, and/or income associated with the Tokens issued under the Project RENACER Condominio depend primarily and exclusively on the Project's financial performance and the proper execution of its phases (design, permits, construction, marketing, and sale). Therefore, the Investor expressly and irrevocably releases and discharges the Issuer and the Digital Asset Service Provider (DASP) from any and all liability, claims, actions, or demands, whether direct or indirect, arising from insufficient or nonexistent revenue generation by the Project, delays or deviations from the schedule, cost variations, technical, commercial, legal, or regulatory contingencies, illiquidity or lack of a secondary market, and/or the total or partial loss of invested capital, as well as any adverse economic outcome inherent to the nature and risks of the Project and the Tokens, except in cases of fraud or deceit duly proven in accordance with applicable law.