



Rentvesting Agreement

Prepared by GromaCorp, Inc.
and Groma NAV REIT, Inc.



version 1.1

WELCOME

We're excited that you're considering rentvesting with Groma. This page provides an overview of the rentvesting program and a summary of the key terms of this rentvesting agreement. This summary is not a replacement for reading the full document, but it may make reading it easier by providing key context up front and in plain language. Rentvesting is a new tool created by Groma that allows renters to start building real estate ownership. With rentvesting, monthly rent payments go toward both covering rent and gradually building a stake in the GromaREIT, the real estate investment trust that owns the properties in the Groma ecosystem.

Here's how rentvesting works:

- Each month, the rentvestor (that's you!) invests an amount equal to their monthly rent payment into Class A Common Shares (the "Shares") in the GromaREIT. They do this before paying their rent.
- GromaCorp, along with our banking partners, covers that month's rent on behalf of the rentvestor. This is done either by paying the property directly, or by providing you with an equivalent amount of money to be used to pay your monthly rent to your landlord. This covered rent carries no interest (0%) and is non-recourse to you, secured only by the Shares.
- You can keep the Shares you purchased for as long as you'd like. When you do sell them, GromaCorp will recoup the covered rent amount.
 - If the Shares have increased in value, any excess is yours as profit. You could keep these as fully owned GromaREIT shares or take the profit in dollars.
 - In the case of a shortfall, i.e. if the share value went down and is now less than the covered rent, GromaCorp is liable for the difference. You never have to pay additional rent for rent already covered.
- The goal of the program is to provide a financial tool for renters, much like the mortgage does for homeowners, to enable you to build real estate equity over time, without spending any more each month.

Some important caveats and considerations:

- GromaCorp does not guarantee that the value of GromaREIT shares will increase.
- GromaCorp does take the downside risk on your covered rent. Your covered rent is secured only by the GromaREIT shares, not you personally. So if they go up, when you sell the excess value is yours. If they go down, when you sell the shortfall is Groma's loss.
- GromaREIT shares, when purchased directly, pay dividends or other forms of cash distributions quarterly, hereafter referred to as dividends. But when you rentvest, while you get the value of appreciation of the shares, you do not receive the dividends. Those dividends are used to cover the costs of the program, mostly the interest we pay to our banking partners to facilitate the program.
- You can rentvest up to the full amount of your rent each month. If you live in a Groma unit, your rent will automatically be covered. If you don't live in a Groma unit, we will send the covered rent amount to your bank account via ACH. This process can take a few days, so plan accordingly to ensure you pay your rent on time.
- Your Shares may be used by GromaCorp as collateral for its own financing. In rare cases, this could mean your Shares are temporarily loaned to GromaCorp and replaced with equivalent Shares, within 10 business days, see section 3(d) for details.
- Please read the rest of this document carefully and ask any questions before choosing to rentvest with us.

We hope you'll consider rentvesting with us, and start turning rent from a monthly expense into a monthly investment. Sincerely,

Seth Priebatsch
President, GromaCorp

TABLE OF CONTENTS

WELCOME LETTER

1. SUMMARY

2. INVESTMENT PROCEDURE & BANK INFORMATION

A. SHAREHOLDER DETAILS

B. INVESTMENT AMOUNT & DETAILS

C. ACCREDITED INVESTOR STATUS

D. BANK ACCOUNT INFORMATION

E. ADDITIONAL INVESTOR INFORMATION

3. COVERED RENT & PLEDGE OF SHARES 4. REIT INVESTMENT SALE AND PROCEEDS

5. TERMINATION

6. TAX CONSIDERATIONS

7. SUBSTITUTE W-9

8. DISPUTES AND GOVERNING LAW

9. REPRESENTATIONS AND WARRANTIES, INDEMNIFICATION, RELEASE, MISCELLANEOUS

SIGNATURE PAGE

This Rentvesting Agreement (the “Agreement”) is made and entered into between Groma NAV REIT, Inc. a Maryland corporation (the “GromaREIT”), GromaCorp, Inc., a Delaware Corporation (“GromaCorp”), and the individual investing renter (the “Rentvestor”) who completes and signs this agreement.

1. SUMMARY

A key feature of rentvesting is that the Rentvestor does not have to spend more each month to both pay their rent and invest in the GromaREIT. To rentvest, the Rentvestor first invests their monthly rent amount into the GromaREIT. Then, GromaCorp will cover the Rentvestor’s rent for that month, either by providing the rent money to a Groma-owned property directly, or to the Rentvestor via a bank transfer so the Rentvestor can then pay their landlord.

This Covered Rent, defined in more detail below, is provided to the Rentvestor as a zero-interest (0%), non-recourse loan. The Covered Rent is secured solely by the Class A Common Shares of Groma NAV REIT, Inc. purchased by the Rentvestor pursuant to this Agreement, and by no other assets of the Rentvestor.

The Rentvestor may hold such shares for any period of time or may sell them at the Rentvestor’s discretion, subject to the terms of this Agreement. Upon any sale of the shares, GromaCorp shall first be repaid an amount equal to the Covered Rent, as defined in Section 3 below, associated with such shares. Any proceeds in excess of the Covered Rent shall belong exclusively to the Rentvestor. If the proceeds of sale are insufficient to repay the Covered Rent in full, GromaCorp shall bear the entire shortfall, and the Rentvestor shall have no personal liability for such deficiency.

While the common class of GromaREIT shares may pay dividends or other cash distributions from time to time, Class A Common Shares purchased by a Rentvestor pursuant to this Agreement are subject to the terms of this Agreement, including the pledge and assignment provisions described herein.

Specifically, as a condition to participation in the Rentvesting program, the Rentvestor agrees that (i) all Class A Common Shares purchased pursuant to this Agreement shall be pledged to GromaCorp as security for the Covered Rent, and (ii) all dividends, distributions, and other cash income attributable to such shares shall be irrevocably assigned to GromaCorp during the term of this Agreement and for so long as any Covered Rent remains outstanding.

The Rentvestor retains full ownership of the Class A Common Shares and all rights incident thereto, including voting rights and the right to dispose of such shares, subject only to the pledge and assignment described above. Any appreciation in the value of the shares upon disposition remains the property of the Rentvestor, net of repayment of Covered Rent as described herein.

Dividends and other cash distributions attributable to the pledged shares are used by GromaCorp to fund the costs of operating the rentvesting program, including, without limitation, financing costs incurred by GromaCorp in connection with covering rent on behalf of Rentvestors. The Rentvestor acknowledges and agrees that they will not receive such dividends or distributions during the period in which the shares are pledged and subject to assignment under this Agreement.

GromaCorp, as the facilitator of this program, may engage with third-party lenders and banks to provide the capital for the Covered Rent. The Rentvestor gives GromaCorp full rights to pledge the GromaREIT shares purchased through this Rentvesting program as collateral for that borrowed capital until the shares are sold, which may be done any time at the discretion of the Rentvestor. GromaCorp is fully responsible for all interest payments, and any shortfall should the GromaREIT shares decline in value and be insufficient to cover the Covered Rent when the shares are sold.

Further details of this program are defined through the rest of this document.

2. INVESTMENT PROCEDURE & BANK INFORMATION

In order to invest in the GromaREIT, the Rentvestor must complete this document and in doing so provide key information about their identity and the details of their investment, for compliance and regulatory reasons.

Rentvesting is currently limited to accredited investors, typically based on financial criteria. During the early rollout, GromaCorp team members who qualify as "Knowledgeable Employees" under SEC rule 17 CFR § 270.3c-5 may qualify.

A. SHAREHOLDER DETAILS

Rentvestor First Name: _____

Rentvestor Last Name: _____

Phone Number: _____

Email Address: _____

Country of Citizenship: _____

Rentvestor Home Address: _____

Rentvestor Rental Address: ☐ Same as above ☐ Different, please enter below.

If different, enter on the line; otherwise, check "Same as Above."
We use this to verify rent and may request a copy of your lease.

Rentvestor Social Security Number:

Stored securely and used only for required AML (Anti-Money Laundering), OFAC Sanctions (Office of Foreign Asset Control), KYC (Know Your Customer) and other regulatory reasons.

Rentvestor Date of Birth _____

B. INVESTMENT AMOUNT & DETAILS

Investment Amount:

This can be any amount up to your monthly rent amount.

Purchase Price per Share:

GromaREIT's share price is updated quarterly by valuing its real estate based on market conditions, adding cash and other assets, then dividing by the number of shares. As of May 2025, shares are priced at \$1.00 and will change quarterly going forward. If you are rentvesting on a recurring basis, your rentvesting transaction for a given month will occur at the latest share price. The latest price is published regularly at www.groma.com.

Would you like to Rentvest monthly automatically? (Y/N):

By proceeding, I understand that the share price may change quarterly based on GromaREIT's asset values. I can view the current price at www.groma.com and won't need to re-sign while enrolled in recurring investments. I can opt out anytime by emailing rentvesting@groma.com.

For how many months would you like to Rentvest? (months):

This can be up to the length of your current lease. If you change rental leases, or your lease renews or changes, please let us know at rentvesting@groma.com. You can opt out of recurring rentvesting at any time.

C. ACCREDITED INVESTOR STATUS

Currently, Rentvesting is only available to Accredited Investors ("Accredited Investor(s)"), as defined by Regulation D: 17 C.F.R. § 230.501(a). To qualify as an Accredited Investor, please check any that apply:

- ☐ I'm a "Knowledgeable Employee" of GromaCorp as defined in 17 C.F.R. § 270.3c-5.
- ☐ I have a net worth over \$1 million (not including my primary residence)
- ☐ I've earned over \$200,000 (or \$300,000 with spouse) each of the last two years and expect this to continue
- ☐ I hold a Series 7, 65, or 82 license in good standing.

You agree to provide documents (like tax returns, brokerage statements, or a letter from a qualified professional) so that GromaREIT and GromaCorp can verify your accredited investor status.

D. BANK ACCOUNT INFORMATION

The bank account information below will be used both to debit your investment amount and, if you are rentvesting at a non-Groma-managed property, to credit your covered rent amount which is then to be used to pay your monthly rent to your landlord. You may be asked to verify a small deposit (less than \$1.00) to verify this account. A member of the Groma team will reach out to you via email if this one-time deposit confirmation is necessary.

Bank Name: _____

Routing Number: _____

Account Number: _____

By entering this information and signing this document, I authorize GromaREIT and GromaCorp to debit the investment amounts as needed to execute this investment and to credit the amounts as needed to fund the Covered Rent amounts if applicable. All bank information is stored securely and only used for the authorized purposes under this agreement.

E. ADDITIONAL INVESTOR INFORMATION

For KYC (Know Your Customer) and AML (Anti Money Laundering) purposes, GromaREIT and GromaCorp will require a copy of a government issued identification card (i.e. driver's license or passport) and proof of address which could be your lease, a paystub, or a utility bill.

3. COVERED RENT & PLEDGE OF SHARES

Covered Rent

After receipt of the Rentvestor's investment for a given month (the "REIT Investment"), GromaCorp will issue a loan (the "Covered Rent") secured against the Rentvestor's REIT Investment. The loan proceeds shall be used to satisfy the Rentvestor's monthly rental obligation. These loans charge zero percent (0%) interest to the Rentvestor and are made to facilitate the general business practice of rentvesting in accordance with 26 CFR § 1.7872-5T. This is a non-recourse loan, secured exclusively by the REIT Investment. Under no circumstances will you be required to pay back this loan, except through a transaction in which you sell your REIT Investment, in which case the Covered Rent will be paid back to GromaCorp first, and the excess value is yours. For clarity, if the REIT Investment has lost value, and there is a shortfall, GromaCorp is responsible for covering that loss. For illustrative purposes, if the REIT Investment were to decline in value by \$100 at the time of the sale, GromaCorp would absorb the loss and would have no claim against the Rentvestor for the shortfall.

In the event that the Rentvestor resides in a property managed by GromaCorp, GromaCorp shall automatically transfer the Covered Rent to the property in question, thereby satisfying the Rentvestor's monthly rent obligation for that month. In the event that the Rentvestor resides in any rental property not managed by GromaCorp, GromaCorp will transfer the loan proceeds to the Rentvestor's bank account specified in this document, whereupon the Rentvestor will use those proceeds to pay their monthly rent as normal.

Pledge and Assignment of Shares and Dividends

(a) **Pledge of Shares.** As a material inducement for GromaCorp to provide Covered Rent under this Agreement, the Rentvestor hereby pledges and grants to GromaCorp a continuing security interest in and lien upon all Class A Common Shares purchased by the Rentvestor pursuant to this Agreement, together with all proceeds thereof (collectively, the "Pledged Shares"), as security for the repayment of all Covered Rent. The pledge shall include all rights associated with the Shares except the right of disposition, which shall remain with the Rentvestor subject to the terms of this Agreement.

(b) **Assignment of Dividends and Distributions.** The Rentvestor hereby irrevocably assigns and transfers to GromaCorp all right, title, and interest in and to any and all dividends, distributions, and other cash or in-kind income payable or attributable to the Shares during the term of this Agreement and for so long as any Covered Rent remains outstanding (collectively, the "Assigned Income"). The Rentvestor agrees that such Assigned Income shall belong solely to GromaCorp and may be retained, applied, or pledged by GromaCorp in its sole discretion in furtherance of the rentvesting program.

(c) **Authorization.** The Rentvestor authorizes GromaREIT, its transfer agent, and any paying agent to pay all Assigned Income directly to GromaCorp, or as otherwise directed by GromaCorp, without further consent of the Rentvestor.

(d) **Re-Pledge and Use by GromaCorp.** The Rentvestor acknowledges that GromaCorp, as sponsor of the rentvesting program, may pledge, re-pledge, or otherwise use the Shares and Assigned Income as collateral for financing arrangements GromaCorp uses to fund Covered Rent. If a lender under such financing requires that some or all of the pledged Shares be liquidated, the Rentvestor agrees, immediately prior to that liquidation, to loan the affected Shares to GromaCorp, and grants GromaCorp an irrevocable power of attorney to execute any documents needed to effect that loan without further action by the Rentvestor.

GromaCorp will pay the Rentvestor a lending fee on the value of the loaned Shares, at zero percent (0%) for the first thirty (30) days and the short-term Applicable Federal Rate (as published by the IRS for the relevant month) thereafter, until the Shares are returned or paid for in cash as described below.

GromaCorp will return to the Rentvestor an identical number and class of Shares within ten (10) business days of the loan. If GromaCorp does not do so, it will instead pay the Rentvestor, within fifteen (15) business days of the loan, cash equal to the value of the loaned Shares (based on the most recent GromaREIT share price as of the 10th business day) plus the lending fee described above through the date of payment. This is the Rentvestor's sole remedy for a delayed or missed return.

Any Shares returned to the Rentvestor remain subject to the same pledge, assignment, and other terms of this Agreement as the original Shares.

(e) **Release of Pledge.** Upon full repayment or extinguishment of all Covered Rent associated with the Shares, the pledge and assignment described in this Section shall automatically terminate with respect to such shares.

4. REIT INVESTMENT SALE AND PROCEEDS

At any time, the Rentvestor may sell some or all of their REIT investment at the most recently established transaction price of GromaREIT shares and use the proceeds to pay off the corresponding Covered Rent. Shares are redeemed pro rata across all investment months; for instance, if a rentvestor decides to sell 10% of their total REIT investment, 10% of each month's shares will be sold and 10% of each month's Covered Rent will be paid off. Any excess value remaining after repayment of the Covered Rent shall belong to the Rentvestor.

The Rentvestor may elect to void their most recent REIT Investment within thirty (30) days, receiving a full refund of that investment and canceling future REIT Investments. Doing so does not affect any REIT Investments made prior to the most recent REIT Investment.

5. TERMINATION

Terminating this Agreement liquidates the Rentvestor's full REIT Investment as described below. Terminating this Agreement is different from opting out of future recurring REIT Investments. The Rentvestor may stop future REIT Investments at any time by emailing rentvesting@groma.com, without liquidating any Shares already purchased.

The Agreement may be Terminated by either of the following:

- a. The Rentvestor, upon which their full REIT Investment is liquidated, causing GromaCorp to repay the full Covered Rent amount from proceeds, to the degree they are available. Any excess beyond the Covered Rent amount remains the asset of the Rentvestor. Any shortfall is GromaCorp's loss.
- b. GromaCorp, upon providing thirty (30) days' written notice to the Rentvestor.

6. TAX CONSIDERATIONS

The tax treatment of investments made pursuant to this Rentvesting Agreement is subject to federal, state, and local tax rules, a select summary of which is provided below, which is not meant to replace any advice from your tax advisors.

Distributions. GromaREIT may from time to time declare dividends or other distributions with respect to its Class A Common Shares. While it is anticipated that, in most periods, such distributions will be treated as return of capital for U.S. federal income tax purposes, there may be periods in which some or all such distributions are characterized in another form. In such cases, the Rentvestor may be treated as having received taxable income attributable to the Shares, and GromaREIT may issue tax documents to the Rentvestor reflecting such income along with an additional cash transfer to cover the potential tax obligation as described further below.

Tax Gross-Up by GromaCorp. Any cash reimbursement made by GromaCorp to the Rentvestor pursuant to this Section (a "Tax Gross-Up") shall be treated as additional Covered Rent for all purposes under this Agreement. To the extent that any distribution attributable to the Shares results in taxable income to the Rentvestor for U.S. federal income tax purposes, GromaCorp shall reimburse the Rentvestor in cash in an amount equal to the U.S. federal income tax attributable to such income, calculated based on the Rentvestor's marginal federal income tax rate as reasonably determined by GromaCorp. Notwithstanding the foregoing, GromaCorp shall have no obligation to calculate, remit, or pay any Tax Gross-Up with respect to amounts determined by GromaCorp, in its sole discretion, to be de minimis in accordance with the de minimis provisions set forth below.

De Minimis Amounts; Reporting Threshold. Notwithstanding anything herein to the contrary, GromaREIT and GromaCorp reserve the right, in their sole and absolute discretion, to determine that any distribution, deemed

distribution, taxable income allocation, Tax Gross-Up amount, or other payment attributable to the Shares that does not exceed a de minimis threshold established by GromaREIT or GromaCorp from time to time (the “De Minimis Threshold”) shall be treated as de minimis for all purposes under this Agreement. Without limiting the foregoing:

- (i) GromaREIT and GromaCorp shall have no obligation to calculate, remit, advance, or pay any Tax Gross-Up with respect to amounts determined to be de minimis;
- (ii) GromaREIT and GromaCorp may elect not to issue, prepare, or deliver any Form 1099-MISC, Form 1099-DIV, Form 1099-INT, Form 1099-B, or any other applicable tax reporting form with respect to amounts below the De Minimis Threshold, to the extent permitted by applicable law; and
- (iii) the failure to issue a tax reporting form with respect to any such de minimis amount shall not create any obligation for GromaREIT or GromaCorp to make a Tax Gross-Up or other payment.

For the avoidance of doubt, nothing herein shall limit GromaREIT’s or GromaCorp’s right to comply with applicable tax reporting requirements as determined by them in their reasonable discretion.

No Responsibility for Ongoing Taxes. Except as expressly provided above, GromaCorp shall bear all tax burdens associated with dividends and distributions attributable to the Shares during the term of this Agreement. The Rentvestor shall remain solely responsible for any taxes arising upon the disposition of the Pledged Shares, including capital gains taxes.

Loan Treatment. Covered Rent is intended to constitute a non-recourse, zero-interest loan for federal income tax purposes and is structured to qualify for applicable exemptions under Treasury Regulation §1.7872-5T. No interest income or expense is intended to be imputed to the Rentvestor in connection with such Covered Rent.

7. SUBSTITUTE W-9

By signing this agreement, I hereby certify that the taxpayer identification number shown on this Subscription Agreement is true, correct, and complete. I also certify that I am not subject to backup withholding. I further certify that I am a U.S. person.

8. DISPUTES AND GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Massachusetts. Any disputes arising out of or relating to this Agreement shall be resolved through arbitration in Massachusetts. Any modifications must be in writing and signed by both parties. If any provision is found to be unenforceable, the remainder of the Agreement shall remain in full force and effect.

9. REPRESENTATIONS AND WARRANTIES, INDEMNIFICATION, RELEASE, MISCELLANEOUS

Representations and Warranties: By executing the Rentvesting Agreement, the Rentvestor represents, warrants, and agrees that the Rentvestor meets, among others, all of the following suitability requirements as follows:

- A. The Rentvestor is acquiring Shares solely for their own investment and has no current plan to transfer, resell, or subdivide them. The Rentvestor has legal capacity to enter this agreement.
- B. The Rentvestor understands this agreement does not grant a lease to live in a Groma unit. A separate lease must be signed to reside in any such unit.
- C. The Rentvestor understands and agrees to the pledge, assignment, and tax reimbursement mechanics described herein

- D. The Rentvestor accepts the economic risk of this investment. Shares may be sold back to GromaCorp, but there is no public market for them. The Rentvestor has been informed that the Shares are unregistered and offered under a Regulation D exemption. GromaREIT and GromaCorp rely on the Rentvestor's representations for this exemption.
- E. The Rentvestor is familiar with GromaREIT's business and, based on financial and business experience, understands this type of investment.
- F. The Rentvestor and their advisers have had the opportunity to ask questions, receive answers, and review materials related to GromaREIT, GromaCorp, and the offering, and have received all requested information.
- G. The Rentvestor acknowledges that information from GromaREIT or GromaCorp is not investment, legal, tax, or accounting advice.
- H. The Rentvestor agrees that electronic signatures on this Agreement are legally binding. All reporting will be digital unless otherwise determined by GromaCorp or GromaREIT.
- I. Any future investments by the Rentvestor shall reaffirm all terms of this Subscription Agreement as of the date of such investment.
- J. The Rentvestor represents and warrants that they have not, within the past ten years (or five years, where applicable), been convicted of or subject to any orders, judgments, or regulatory actions involving securities violations, fraud, or disciplinary measures by any court, the Securities and Exchange Commission, federal or state regulators, self-regulatory bodies, or the U.S. Postal Service—including suspensions, bars, cease-and-desist orders, or false representation findings. The Rentvestor agrees to notify GromaREIT and GromaCorp in writing of any such disqualifying event as defined here or in 17 C.F.R. § 230.506(d), commonly known as the "Bad Actor Provision" after the subscription date and to cooperate as needed to fulfill this provision.
- K. The Rentvestor grants the Company a limited, irrevocable proxy to vote the Rentvestor's Shares solely to approve any charter amendments required for an initial public offering (IPO). This proxy may be used at shareholder meetings or through written/electronic consent, and it automatically expires once the Company begins the IPO process.
- L. The Rentvestor has reviewed or had the opportunity to review GromaCorp's Privacy Policy at <https://www.groma.com/privacy>.

Indemnification: The Rentvestor shall indemnify and hold harmless GromaREIT, GromaCorp, its affiliates, and their respective representatives and advisers from and against all losses, liabilities, damages, and expenses, including reasonable attorneys' fees, arising from any misrepresentation, breach, or nonperformance by the Rentvestor under this agreement.

Release by Rentvestor: The Rentvestor irrevocably releases and discharges GromaREIT, GromaCorp, their affiliates, and their respective officers, directors, employees, members, managers, security holders, successors, assigns, and transferees (collectively, the "Released Persons") from any and all claims, known or unknown, arising out of or relating to the purchase and sale of the Shares under this Subscription Agreement.

Miscellaneous: This Rentvesting Agreement is governed by the substantive laws of Massachusetts (excluding conflict of laws rules), constitutes the entire agreement between the parties, and may be modified or waived only in writing. It is binding only upon acceptance and countersignature by GromaREIT and GromaCorp, who may reject it in whole or in part at their sole discretion. It may be executed in counterparts, each deemed an original, and no rights are conveyed to the Rentvestor unless and until fully executed by GromaREIT and GromaCorp, regardless of any payment received.. If GromaREIT and GromaCorp reject this Agreement in whole, any amount already debited from the Rentvestor in connection with the rejected investment will be refunded in full within five (5) business days of the rejection.

SIGNATURE PAGE

The undersigned Rentvestor represents that he, she, or it has read and understands this Rentvesting Agreement and that the information herein, including in Schedules 1 and 2 to this Subscription Agreement, and any Annexes and Exhibits thereto, which are incorporated by reference herein, is true and complete as of the date hereof and may be relied upon by GromaREIT and GromaCorp. This Agreement shall not be effective unless and until it is countersigned by GromaREIT and GromaCorp.

	Rentvestor	GromaREIT	GromaCorp
Name:			
Title: (Groma Entities Only)			
Date:			
Signature:			



31 New Chardon Street

Boston, MA 02114

(855) 476-6291

rentvesting@groma.com

Thank you!
