

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

40 Units of Company Interest

Kaloop AIG, LLC

KALOOP AIG, LLC is a Florida Limited Liability Company that was organized on April 28, 2025. We are offering up to forty (40) membership units (“Units”) to investors. In this Memorandum, references to “KALOOP”, “the Company”, “we,” “us” and “our” refer to Kaloop AIG, LLC.

Investing in the Units involves substantial risks. See “Risk Factors” at Page 10.

The subscription price for each Unit is \$25,000.00, which represents 2.5% membership interest in the Company. The minimum acceptable subscription is for one (1) Units for a total minimum purchase price of \$25,000.00. You may make payment of the subscription price for the Units by check of immediately available funds to KALOOP AIG, LLC or request wiring instructions. **THESE FUNDS WILL NOT BE ESCROWED AND MAY BE USED BY THE COMPANY IMMEDIATELY UPON ACCEPTANCE OF THE SUBSCRIPTION AGREEMENT SUBJECT TO MINIMUM SALES REQUIREMENTS DETAILED HEREIN.** Funds must be submitted simultaneously with the completed Subscription Agreement. An incomplete submission will result in the return of your documents.

Neither the Securities and Exchange Commission nor any state securities regulatory authority has approved or disapproved these securities or otherwise reviewed the accuracy or adequacy of this Memorandum or otherwise determined if this Memorandum is truthful or complete. Any representation to the contrary is a criminal offense.

- (1) We estimate that offering costs, including legal and accounting fees, printing costs and other miscellaneous fees and expenses incurred in connection with the preparation of this Memorandum, will total approximately \$7,500.00. See “Use of Proceeds”.
- (2) If all of the Units offered hereby are sold, the holders of such Units will own one hundred (100%) percent of the outstanding membership interests in Kaloop AIG, LLC, as of the date of the completion of the offering.

The date of this Memorandum is April 28, 2025

This Confidential Private Placement Memorandum is submitted to you on a confidential basis solely for the purpose of allowing you to evaluate a possible investment in Kaloop AIG, LLC. Due to the confidential nature of this Memorandum, its use for any other purpose is strictly prohibited. This Memorandum may not be reproduced in whole or in part and may not be delivered to any other person nor may any of its contents be disclosed to any other person without the express written consent of Kaloop AIG, LLC.

SPECIAL NOTICES TO ALL PROSPECTIVE INVESTORS

The Units have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), in reliance upon the exemptions from registration provided by Section 4(2) of the Securities Act, and Regulation D promulgated thereunder, nor have the Units been registered under the securities laws of any state, including without limitation the State of Florida, in reliance on exemptions from registration. You will not be able to resell, transfer or otherwise dispose of the Units unless they are subsequently registered under the Securities Act and under applicable state securities laws or unless exemptions from registration are available. These Units are considered to be illiquid. There is no public or private market for the Units and it is possible that none will develop in the foreseeable future, if ever. As a result, you may be required to retain ownership of the Units and bear the economic risk of investment in the Units for an indefinite period. You should purchase the Units only as a long-term investment.

Potential investors should be aware that a legend reciting the restrictions on transferability will be placed upon any security and they shall be asked to sign a written agreement that the securities will not be resold without registration under applicable securities laws or exemptions thereof.

THE PURCHASE OF THESE UNITS OFFERED HEREBY INVOLVES HIGH RISK. THESE UNITS SHOULD ONLY BE PURCHASED BY INVESTORS WILLING TO UNDERTAKE THE RISK OF LOSING THEIR ENTIRE INVESTMENT. EACH INVESTOR SHOULD MAKE A THOROUGH INVESTIGATION OF THE OFFERING AND THE COMPANY IN LIGHT OF SUCH RISK FACTORS.

The contents of this Memorandum are not to be construed as investment, legal or tax advice. You should consult your own attorney, accountant or other professional advisor as to investment, legal, tax and other related matters concerning this investment.

The statements in this Memorandum are made as of the date of this Memorandum, unless another time is specified. There may have been a change in the facts set forth in this Memorandum since the date hereof. We will make available to you or your representative such additional information concerning the company or the terms and conditions of this offering as you may reasonably request.

No one has been authorized in connection with this offering to give any information or make any representations other than those contained in this Memorandum and, if given or made, such information or representations should not be relied upon by you.

Before we will accept your subscription for Units, you must make certain representations set forth in the subscription agreement that is attached to this Memorandum. In particular, you will be required to represent that you are acquiring the Units for your own account, for investment, and not with a view to resale, transfer or other distribution. We must also be satisfied, in our sole and absolute discretion that you have the necessary knowledge and experience in your financial and business matters to be able to evaluate the merits and risks of an investment in the Units. We reserve the right to reject your subscription for any reason or no reason whatsoever.

We reserve the right to withdraw or modify this offering. If withdrawn, any funds you may have deposited in connection with a subscription for Units will be returned to you, without deduction for expenses of this offering. If this offering is modified in a manner deemed to be material by us, and you have subscribed prior to the date of such material modification, you will be given the opportunity to rescind your subscription and receive a return of your funds without deduction for expenses of this offering. Note that none of the information received by the

Company as a part of the due diligence and feasibility analysis which the Company performs in connection to the various businesses which the Company may invest shall be deemed to have modified the offering for the purposes of this paragraph.

All potential investors are invited to ask questions and obtain additional information from the Manager concerning the terms and conditions of the offering, the management and any affiliations thereof, and any other relevant matters, including, but not limited to, additional information to verify the accuracy of the information set forth in this Memorandum. Questions concerning the Company and any requests for additional information should be directed to:

Kaloop AIG, LLC
c/o Chris Abbott, Manager
PO Box 48710
Sarasota, Florida 34230
(941) 961-0876
chris@kaloop.com

This Memorandum may contain certain “forward-looking statements” within the meaning of section 27a of the Securities Act and section 21e of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). All statements, other than statements of historical fact included in this Memorandum, including without limitation certain statements under the headings “Summary of the Offering,” “The Company” and other similar headings, may constitute forward-looking statements. Forward-looking statements can often (but not always) be identified by terminology such as “may,” “will,” “could,” “anticipate,” “believe,” “estimate,” “intend,” “expect,” and “continue,” or variations thereof, and similar expressions.

Although Management believes that the expectations reflected in such forward-looking statements are reasonable, it can give no assurance that such expectations will prove to be correct. Important factors that could cause actual results to differ materially from the Company’s expectations (“cautionary statements”) are disclosed in this Memorandum, including without limitation in conjunction with the forward-looking statements included in this Memorandum and in the section of this Memorandum entitled “Risks and Other Important Factors,” and under the description of the Company and its business. All subsequent written and oral forward-looking statements attributable to the Company or persons acting on its behalf are expressly qualified in their entirety by the cautionary statements set forth herein. The Company for itself, its Manager and its Managing Members, hereby expressly disclaims any intention or obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise.

This Memorandum does not constitute an offer to sell or a solicitation of an offer to sell these securities to anyone other than accredited investors or other qualified investors subject to the requirements set forth in the subscription agreement, or to any person to whom it is unlawful to make such an offer or solicitation and does not constitute an offer to sell or solicitation to any member of the general public. This Memorandum constitutes an offer or a solicitation of an offer only to the person named as Offeree and to whom this Memorandum is delivered by Management of the Company.

The Units are being offered by the Company hereunder subject to prior sale, withdrawal, cancellation, or modification of the offer without notice, and, when modified by notice, as and if delivered to and accepted by the purchasers thereof. No sale of any of the Units offered hereunder shall be complete unless accepted in writing by the Company. The Company may decline any subscription for any of the Units at its sole and absolute discretion and for any reason or for no reason whatsoever.

The Company’s executive officers, directors, managers, managing members, members and principals may, from time-to-time, be engaged in related or un-related activities. Such individuals may serve as executive officers, directors, managers, managing members, members

and principals of other organizations, which are not in direct competition with the Company, its financial goals, and objectives.

This Memorandum does not constitute an offer to sell or the solicitation of an offer to buy any securities other than the securities described in this Memorandum or an offer to sell or the solicitation of an offer to buy such securities in any circumstances in which such offer or solicitation is unlawful.

RECIPIENT HEREOF BY ACCEPTING DELIVERY OF THIS MEMORANDUM COVENANTS AND AGREES TO STRICT CONFIDENTIALITY (WITH THE EXCEPTION OF THOSE PARTIES WITH WHOM RECIPIENT MUST CONSULT IN ORDER TO FULLY EVALUATE THE TERMS OF THIS OFFERING) AND TO THE IMMEDIATE RETURN OF THIS MEMORANDUM AND ALL FURNISHED DOCUMENTS HERewith TO THE COMPANY OR ITS AUTHORIZED AGENTS IF THE RECIPIENT ELECTS NOT TO PURCHASE A UNIT HEREIN.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

SUMMARY OF THE OFFERING	7
Our Company.....	7
Our Business	7
Use of Proceeds	8
The Offering.....	9
Who May Invest	10
RISK FACTORS	11
Risks Related to Our Business	11
Risks Related to This Offering	13
TERMS OF THE OFFERING	15
General	15
Subscription Documents.....	15
Timing of Offering	15
INVESTOR SUITABILITY REQUIREMENTS	16
BUSINESS.....	18
Formation of the Company	18
Use of Funds.....	18
Business Concept.....	18
Competition.....	18
Phase Two	18
USE OF PROCEEDS	19
TAX MATTERS.....	19
Taxation as a Partnership.....	19
Tax Basis	20
Distributions	20
Sale of Units.....	20
Syndication and Organization Costs.....	20
State and Local Taxes	21
DESCRIPTION OF UNITS AND OPERATING AGREEMENT	22
Allocations and Distributions.....	22
Dissolution and Liquidation.....	22
Management	23
Limited Liability of the Members	23
Transfer Restrictions.....	23
PLACEMENT AGENT	23
LEGAL MATTERS.....	23

SUMMARY OF THE OFFERING

The following summary is qualified in its entirety by the more detailed information appearing elsewhere in this Memorandum and the appendices and exhibits attached hereto and incorporated herein by reference, if any.

Our Company

Kaloop AIG, LLC (“KALOOP” or “the Company”) is a Florida limited liability company organized on April 28, 2025. Our principal mailing address is PO Box 48710, Sarasota, FL 34230 and our physical address is 2121 Whitfield Park Dr, Sarasota, FL 34243.

Purchasers of our Units will own one hundred (100%) percent interest in KALOOP AIG, LLC.

Our Business

Kaloop AIG, LLC (“KALOOP”) is seeking capital in the amount of One Million Dollars (\$1,000,000.00) to acquire a twenty percent (20%) equity interest in Kaloop Solutions, LLC (“Kaloop”). In addition to this equity stake, KALOOP will be granted an option to invest an additional One Million Dollars (\$1,000,000.00) at the same valuation established by this round. This option allows KALOOP to purchase additional equity based on the post-money valuation of the current raise and may be exercised within two years or before the next capital raise, subject to standard terms and conditions.

Kaloop is a software company headquartered in Sarasota, Florida, focused on transforming how homeowner and condominium associations manage their operations. Kaloop’s flagship platform provides residents, board members, and community association managers with instant access to governing documents, meeting notes, architectural applications, community rules, FAQs, and vendor management tools—all powered by AI.

Nearly **38% of all homeowner and condo associations in the United States are self-managed**, meaning they operate without the help of a professional management company. These communities often lack the tools, guidance, and infrastructure needed to operate efficiently and in compliance with legal requirements. Kaloop is uniquely positioned to serve this underserved segment by offering an all-in-one platform that combines AI-powered document access, task tracking, digital voting, and now, access to a curated network of part-time CAM professionals. While most industry software caters to large management firms, Kaloop is building the only platform intentionally designed to meet the needs of the modern, self-reliant board—offering powerful tools at a fraction of the cost of traditional management services.

At its core, Kaloop solves the growing problem of information overload and inconsistent processes within associations. Through proprietary AI-driven document parsing and a simple user interface, Kaloop enables communities to search thousands of pages of bylaws, declarations, and meeting minutes in seconds, reducing confusion and increasing transparency. Additionally, Kaloop offers tools to streamline board communication, request-for-proposal (RFP) management, architectural review workflows, resident voting, and digital notice compliance—all within a single platform.

In addition to its robust management tools, Kaloop is developing the first-of-its-kind **Community Association Manager (CAM) Marketplace**, designed specifically for self-managed communities. This feature will allow associations to contract experienced, certified CAM professionals on an as-needed basis—filling a critical gap in the market where full-time management is either too costly or unnecessary. No other platform currently offers this on-demand model, positioning Kaloop as the only software solution that not only empowers communities with modern tools but also connects them to verified management professionals, creating an entirely new category in the association management space.

Kaloop is positioned to become the operating system for associations nationwide. With over 350,000 associations in the U.S. alone and an increasing demand for digitized, transparent, and compliant management tools, the market opportunity is both massive and underserved. Kaloop is currently expanding its feature set to support end-to-end community management, including payment integrations and automated compliance reporting.

KALOOP's investment will provide the necessary capital to accelerate platform development, increase market penetration, grow recurring SaaS revenue, and solidify Kaloop's position as the category leader in AI-powered association software.

Use of Proceeds

The proceeds from this offering will be used by Kaloop AIG, LLC to fund the acquisition of a twenty percent (20%) ownership interest in Kaloop Solutions, LLC and to support the continued growth and development of the Kaloop platform.

Anticipated uses of the funds by Kaloop Solutions, LLC include, but are not limited to, the following:

- **Product Development**
Continued enhancement of the Kaloop software platform, including expansion of AI-driven document processing, automation of community workflows, integration with payment and compliance systems, and development of new features such as mobile apps, architectural review portals, and vendor bidding tools.
- **Engineering and Technical Team Expansion**
Hiring additional developers, data scientists, and AI engineers to accelerate product roadmap execution and maintain platform scalability and security.
- **Sales and Marketing**
Launch of targeted campaigns to reach community association managers, HOA board members, and management companies; development of promotional materials, demo tools, and onboarding resources to support customer acquisition and retention.
- **Customer Success and Support Infrastructure**
Building a support team to provide onboarding assistance, training, and ongoing service to ensure high customer satisfaction and minimize churn.
- **Legal and Compliance**
Engagement of legal counsel for software compliance, intellectual property protection, and structuring of long-term contracts with associations and management firms.

- **Operational and Administrative Costs**

Salaries, office infrastructure, cloud services, and general operating expenses to support the scaling of business operations and customer delivery.

This capital injection will be instrumental in positioning Kaloop as the premier AI-powered platform for residential communities, with a goal of achieving substantial market share and sustainable recurring revenue.

The Offering

Securities Offered.....	A minimum of Forty (40) Units and a maximum of forty (40) Units are offered. The holders of such Units will own a maximum combine total of one hundred percent (100%) of KALOOP. Each Unit will represent a 2.5% interest in the Company. Each unit at the time of investment will represent a .5% interest in Kaloop Solutions, LLC the owner of the Kaloop software.
Term of Offering.....	The offering will terminate on June 1, 2026 but may be extended by us, without notice to you or anyone else. The actual date of termination of this offering is referred to as the “termination date.”
Subscription Payments Segregated.....	Subscription payments received from you on or before the termination date will be deposited in the KALOOP AIG account until such time as one Unit has been sold. If subscriptions for a minimum of one (1) Unit has not been received and accepted by us on or before December 31, 2026, your funds will be returned to you, no interest shall accrue on the funds. There shall be no deduction for expenses incurred in connection with this offering if funds are returned. The offering may be extended by KALOOP, in its sole and absolute discretion, for a period not to exceed 180 days therefrom. <u>Note that no interest will accrue on the subscription payments.</u>
Risk Factors.....	An investment in the Units involves substantial risks. See “Risk Factors”.
Use of Proceeds.....	We intend to apply the net proceeds from the sale of the Units to the monies necessary to purchase a 10% stake in Kaloop Solutions, LLC.

Who May Invest

The Units are an illiquid investment, suitable only for prospective purchasers who have substantial net worth and substantial income.

Therefore, you may not purchase Units unless:

- You are an accredited investor (see “Investor Suitability Requirements”);
- You are purchasing the Units for your own account, for investment, and not with a view to resale, transfer or other distribution;
- You are purchasing the Units as a long-term investment and are willing to bear the economic risk of investment in the Units for an indefinite period; and
- You could afford a complete loss of your investment in the Units.

We may reject your subscription for any reason or no reason whatsoever in our sole and absolute discretion. If we reject your subscription, we will return your subscription payment, without deduction for any expenses of this offering.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

RISK FACTORS

An investment in the Units is very risky. You should carefully consider the following risk factors in addition to the remainder of this Memorandum before purchasing the Units. This Memorandum contains forward-looking statements that involve risks and uncertainties. Many factors, including those described below, may cause actual results to differ materially from anticipated results.

Risks Related to Our Business

Kaloop Solutions, LLC is an early-stage company with limited operating history, and there is minimal historical performance upon which to base an evaluation of its business or future prospects. As with any startup, the Company's growth potential and operational success are subject to numerous risks, costs, and uncertainties typical of new ventures in emerging markets, especially within the technology and SaaS sectors.

While Kaloop has completed its initial product launch and secured early traction, it remains uncertain whether the Company will achieve sustained revenue growth, profitability, or broad market adoption. Investors should be aware that, despite the promising nature of the business model, there are several key factors that may impact future success, including but not limited to:

- The Company's ability to attract and retain paying customers, especially among the 38% of associations that are self-managed;
- The effectiveness of Kaloop's marketing and sales efforts in reaching board members, property managers, and management firms;
- The ability to recruit and retain qualified technical and support staff to continue platform development and customer service;
- Uncertainty surrounding user adoption of new features such as the CAM Marketplace and AI-driven compliance tools;
- The risk of increased competition or market shifts that could reduce Kaloop's first-mover advantage.

There is no assurance that Kaloop will achieve its intended objectives or deliver returns to investors. All forward-looking statements should be evaluated with these inherent startup risks in mind.

Financial Projections and Risk of Variance

Due to Kaloop Solutions, LLC's limited operating history, all financial projections are based on forward-looking assumptions and estimated performance. As a result, actual financial results may differ materially from those anticipated. The Company's future profitability could be significantly impacted if key financial inputs vary from expectations, including but not limited to:

- Higher-than-anticipated operating or development costs, including expenses related to engineering, infrastructure, customer onboarding, support, or platform enhancements. Unforeseen increases in labor costs, vendor pricing, or technology services could impact the Company's profitability and delay milestones.
- Challenges securing fixed-cost service contracts for outsourced development, legal support, or marketing. If vendors or partners decline to work under fixed or favorable terms, this could result in unpredictable or escalating costs.
- Emergence of competitive offerings in the association management software space could result in downward pressure on pricing or require accelerated spending in sales, marketing, or feature development to maintain market position.

- Macroeconomic downturns or constrained spending in the HOA/Condo sector may reduce the willingness of associations to adopt or upgrade digital platforms, potentially slowing revenue growth and impacting forecasted returns.

Given these uncertainties, all financial assumptions should be considered speculative, and investors are cautioned to evaluate the potential for variance before making an investment decision.

Uncertainty of Successful Development and Commercial Viability

The successful development and growth of Kaloop Solutions, LLC is subject to a number of risks commonly associated with new technology ventures. While early development milestones have been achieved, there is no guarantee that Kaloop will continue to progress toward a commercially viable and widely adopted product. Risks that could impact the success of Kaloop include, but are not limited to:

- Delays in product development or deployment of new features;
- Delays in user interface design, user testing, or compliance reviews;
- Obstacles in securing trademarks, copyrights, or other intellectual property protections;
- Shortages in qualified labor or challenges in team scalability;
- Unanticipated development or operational expenses;
- Unexpected costs in customer acquisition and marketing;
- Slower-than-expected user adoption or delays in sales cycles;
- Emergence of more advanced or better-funded competitors;
- Failure to establish strategic partnerships needed for distribution, integrations, or credibility;
- Lack of market acceptance by associations, managers, or residents.
-

Due to these and other factors, there is a risk that Kaloop may not reach its commercial or financial goals. If the platform is not successfully completed, deployed, or adopted at scale, the Company's performance, financial condition, and return potential could be materially and adversely affected.

Potential Need for Additional Capital and Risk of Dilution

While the funds raised through this offering are intended to support Kaloop's immediate development and growth initiatives, there is no assurance that these funds will be sufficient to bring the platform to full market scale or profitability. Additional capital may be required to expand product capabilities, grow the customer base, or respond to unforeseen challenges or opportunities.

The total amount and timing of any future capital requirements are uncertain and will depend on a variety of factors, including the pace of product development, customer acquisition efforts, market dynamics, and ongoing operational costs. These needs may prove to be significant.

In the event that additional funding is required, Kaloop Solutions, LLC may need to raise further capital through the issuance of new equity, convertible debt, or the formation of additional investment vehicles. Such actions could result in dilution of current ownership interests, and the percentage of ownership represented by each current unit could be significantly reduced if future capital is raised under different terms or structures.

Competitive Disadvantages and Market Risk

Kaloop Solutions, LLC operates in a competitive and rapidly evolving industry, where many existing and potential competitors may possess significantly greater financial, technical, and human resources. These competitors—ranging from large-scale property management software providers to established SaaS platforms—may be better positioned to capitalize on emerging market trends and respond more quickly to shifts in customer needs or technology.

Such competitors may:

- Benefit from established customer bases and greater economies of scale;
- Engage in aggressive pricing or promotional strategies that undercut market entrants;
- Allocate substantially more resources to sales, development, and marketing, increasing their visibility and perceived credibility.

These advantages could limit Kaloop's ability to acquire market share, retain customers, or scale at the intended pace. If Kaloop is unable to effectively differentiate its offerings, build brand recognition, or deliver superior value to users, its business performance, operating results, and long-term financial outlook may be materially impacted.

Dependence on Key Personnel

Kaloop Solutions, LLC is highly dependent on the leadership and involvement of its Manager, Chris Abbott, who plays a central role in the Company's strategic direction, product development, and day-to-day operations. His vision, relationships, and operational oversight are critical to the Company's success at this early stage.

While an employment agreement is in place and key-person life insurance coverage in the amount of \$200,000 has been secured, the Company does not possess the deep bench of managerial and technical personnel typically found in more mature organizations. As such, the loss or unavailability of Mr. Abbott's services could have a material adverse effect on the Company's operations, growth trajectory, and investor value.

Risk of Rapid Growth Outpacing Operational Capacity

If Kaloop's platform gains traction and adoption at a faster rate than anticipated, the Company may face significant operational strain. Rapid growth can place pressure on internal systems, customer support infrastructure, development cycles, and management oversight. While growth is the objective, we cannot guarantee that our team, technology, and processes will scale seamlessly to meet increased demand. Failure to effectively manage this growth could impact product quality, customer satisfaction, and overall business performance.

Impact of Legal and Regulatory Changes

Kaloop operates in a space that intersects with community governance, digital communications, and data privacy—areas that are subject to ongoing legal and regulatory evolution. Should federal, state, or local authorities enact new regulations or amend existing laws, there is a risk that such changes could inhibit, delay, or materially alter the Company's ability to operate profitably. Compliance costs may increase, and certain product features or revenue strategies may need to be adjusted, paused, or abandoned in response to regulatory shifts.

Limited Liquidity and Transfer Restrictions

The Units offered in this investment represent an illiquid and non-publicly traded interest in Kaloop AIG, LLC. There is currently no established secondary market for these Units, and there can be no assurance that one will develop in the future. Even if a market does emerge, there is no guarantee of adequate liquidity, pricing consistency, or investor access to sell or transfer ownership interests at desired times or values.

Further, these Units have not been registered under federal or state securities laws, and any transfer, sale, or pledge of the Units will be subject to significant legal restrictions and regulatory compliance. Investors should expect to hold their Units for an extended period and understand that the investment may not be accepted as collateral or readily convertible to cash when needed.

Tax Obligations Without Corresponding Distributions

As a member of Kaloop AIG, LLC, you may be **allocated a share of the Company's income, gains, or profits**, even if no cash distributions are made. Distributions of excess cash, if any, will be made **solely at the discretion of the Manager** and are not guaranteed.

Accordingly, investors may incur **federal, state, and local tax liabilities** based on their share of the Company's taxable income, regardless of whether they have received any corresponding cash distributions. You should consult your own tax advisor regarding the potential implications of receiving taxable allocations without liquidity.

TERMS OF THE OFFERING

General

At present, KALOOP is seeking to raise a maximum of \$1,000,000.00 through the sale of forty (40) Units in this offering. The minimum acceptable subscription from a single subscriber will be for one (1) Units at a price of \$25,000.00 which represents 2.5%. Payment of the subscription price for shares must be made in cash or other immediately available funds. KALOOP shall have the right, but not the obligation to sell the full forty (40) Units.

The offering price for the Units offered hereby is \$25,000.00 per Unit. The offering price was determined by us based on the anticipated cash necessary to pay the various ongoing and anticipated obligations of the company for the creation of up to fifteen startups and does not necessarily bear any relationship to the assets, earnings, or book value of the company, or to any other conventional investment pricing criteria.

Kaloop AIG, LLC will not invest in, purchase, own, or lend money on any real estate whatsoever. All capital contributions received from this offering will be used exclusively to cover the fees, costs, and expenses associated with the formation and operation of Kaloop AIG, LLC and its investment into Kaloop Solutions, LLC.

These expenses may include both hard costs (such as legal, technical, and professional services) and soft costs (such as administrative support, compliance, and operational overhead) directly related to executing and managing the Company's equity interest in Kaloop Solutions, LLC.

Subscription Documents

In order to subscribe for shares, you must execute and deliver to us:

- The Subscription Documents attached hereto; and
- A check payable to "KALOOP AIG", or a wire-transfer of immediately available funds to the aforementioned account.
- Wiring Instructions can be requested :

SEND TO:

ACCOUNT NAME BEING CREDITED: Kaloop AIG, LLC

ACCOUNT NUMBER BEING CREDITED: Separate Document

By executing the Subscription Agreement, you will be making certain representations to us, including a representation that you have read and understand this Memorandum. We may reject your Subscription Agreement, in whole or in part, for any reason or no reason whatsoever in our sole and absolute discretion.

Timing of Offering

This entire offering will terminate on June 1, 2026, but may be extended by us, without notice to you for up to an additional 180 days therefrom.

INVESTOR SUITABILITY REQUIREMENTS

Investment in the Units is suitable only for persons who can afford to make high-risk investments. Therefore, we intend to sell Units to “Accredited Investors,” as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

Before we will sell you any Units we must be satisfied that you are an Accredited Investor and that you are purchasing the Units for investment only and not for resale or distribution. The Units are being offered and sold pursuant to the exemption from registration under the Securities Act afforded by Section 4(2) thereof and Regulation D promulgated thereunder.

An “Accredited Investor” is defined as any person who comes within any of the following categories:

- (a) Any bank as defined in Section (3)(a)(2) of the Securities Act, or any savings and loan association or other institution specified in Section 3(a)(5)(A) of the Securities Act whether or not acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; any insurance company as defined in Section 2(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940, as amended (the “1940 Act”) or a business development company as defined in Section 2(a)(48) of the 1940 act; any small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Company Act of 1958, as amended; any 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, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, a savings and loan association, insurance company or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- (b) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- (c) Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- (d) Any director, manager, or executive officer of KALOOP;
- (e) Any natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his or her purchase exceeds \$1,000,000;
- (f) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’s spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- (g) Any trust with total assets in excess of \$5,000,000 not formed for the specific purpose or acquiring the securities offered, whose purchase is directed by a sophisticated person; or

(h) An entity in which all of the equity owners are accredited investors.

A corporation, limited liability company or other entity shall be treated as a single investor unless that entity was organized for the specific purpose of acquiring the shares, in which case each beneficial owner of equity in that entity shall be considered a separate investor and accordingly will be required to be an Accredited Investor.

BUSINESS

Formation of the Company

KALOOP AIG, LLC is a Florida limited liability company organized for the sole purpose of raising up to \$1,000,000.00 with the purpose of investing into Kaloop Solutions, LLC in exchange for a 10% stake.

KALOOP has no assets at this time (real or personal) and anticipates acquiring assets in new or existing companies to assist in the startup.

Use of Funds

Kaloop AIG, LLC will use the proceeds from this offering primarily to fund the acquisition of a ten percent (10%) equity interest in Kaloop Solutions, LLC, and to cover the associated legal, administrative, and organizational costs of structuring and maintaining the investment in compliance with applicable laws and regulations.

While this offering is intended to provide sufficient capital for the outlined investment, unforeseen circumstances may arise that require Kaloop AIG to seek additional funding from other investors or through commercial financing. Any such actions could affect the projected return on your investment and may result in dilution or delayed outcomes.

Investors should understand that their capital is being used to facilitate the formation and equity investment in a single operating company—Kaloop Solutions, LLC. While the Company has a defined product and initial market presence, there is no guarantee of future profitability or liquidity, and returns, if any, will depend entirely on the performance of that underlying investment.

Business Concept

As the demand for streamlined, technology-driven solutions continues to reshape how communities operate, Kaloop Solutions, LLC has been created to modernize and simplify the way homeowner and condominium associations manage their responsibilities. In an age where information is abundant but often disorganized, Kaloop delivers a powerful AI-powered platform that transforms complex community documents, tasks, and communications into an intuitive, searchable, and efficient system.

By focusing on this underserved segment—particularly the 38% of associations that are self-managed—Kaloop aims to fill a critical gap in the market. Unlike traditional solutions that are either outdated or designed exclusively for large management firms, Kaloop empowers boards and residents directly, providing clarity, control, and confidence without the overhead or complexity of legacy platforms. This investment opportunity is designed to capitalize on that shift, offering both innovation and scalable impact in a niche poised for disruption.

Competition

As the demand for digital solutions in the association management space continues to grow—particularly in high-growth states like Florida—other companies, developers, or investors may enter the market with similar objectives and offerings. These competitors may include established software providers, venture-backed startups, or management firms expanding their technology capabilities.

Some of these entities may possess greater financial resources, deeper industry experience, or larger development teams, allowing them to bring products to market more quickly or negotiate more favorable contracts with associations. As a result, Kaloop may face competitive pressure in terms of pricing, feature development, and customer acquisition, which could impact its market share and growth trajectory.

USE OF PROCEEDS

Kaloop AIG, LLC intends to apply the net proceeds from the sale of Units toward the acquisition of a ten percent (10%) equity interest in Kaloop Solutions, LLC, a Florida-based technology company focused on association management software. The capital contributions will be used exclusively for the purpose of supporting the growth and operations of Kaloop Solutions, LLC, including product development, sales and marketing, and scaling infrastructure.

Kaloop AIG will retain five percent (5%) of the total funds raised to cover administrative, legal, and operational costs related to the management of the investment vehicle, including member reporting, recordkeeping, and compliance-related activities.

The remaining ninety-five percent (95%) of funds will be directed to Kaloop Solutions, LLC, where the Company intends to deploy capital across the following core areas over 12 months:

Kaloop AIG will not invest in, purchase, own, or lend money on any real estate whatsoever. All funds are to be used strictly for the investment into Kaloop Solutions, LLC and the related administrative functions required to manage the fund. This includes both hard costs (e.g., development, staffing, and marketing) and soft costs (e.g., legal, compliance, and administrative support).

TAX MATTERS

The description of the federal income tax aspects of an investment in KALOOP (referred to in this discussion as the “Company”) is based upon the Internal Revenue Code of 1986, as amended to the date of this Memorandum, applicable Treasury Regulations promulgated thereunder (“Regulations”), current positions of the Internal Revenue Service (the “Service”) contained in published revenue rulings and revenue procedures and existing judicial decisions. No assurance can be given that future legislative or administrative changes or court decisions will not significantly modify present law or the interpretations of it set forth below. Any such changes may be retroactive with respect to transactions effected prior to the date of such changes. The following discussion also relies upon -- and is qualified in its entirety by -- the text of the Operating Agreement. Investors in the Units are strongly encouraged to review the Operating Agreement before investing in the Units.

NEITHER THE COMPANY, ITS COUNSEL, NOR THE MANAGER OR MANAGING MEMBERS ASSUME ANY RESPONSIBILITY FOR THE TAX CONSEQUENCES TO AN INVESTOR FROM AN INVESTMENT IN THE COMPANY AND THE UNITS, AND INVESTORS WILL ASSUME THE RISKS OF A CHALLENGE BY THE TAXING AUTHORITIES OF THE TAX INTERPRETATIONS SET FORTH HEREIN OR OTHERWISE MADE BY THE COMPANY OR THE MANAGER OR MANAGING MEMBERS AND THE RISK OF CHANGES IN THE TAX LAWS, RULES, REGULATIONS AND INTERPRETATIONS.

NEITHER THE COMPANY, ITS COUNSEL, NOR THE MANAGER OR MANAGING MEMBERS SHALL BE DEEMED TO HAVE PROVIDED TAX ADVICE IN RELATION TO THIS INVESTMENT. ALL TAX MATTERS DISCUSSED HEREIN HAVE NOT BEEN VERIFIED BY TAX COUNSEL AND ARE SUPPLIED FOR ILLUSTRATION PURPOSES ONLY. ALL INVESTORS ARE ADVISED TO SEEK OUT THE ADVICE OF THEIR OWN ACCOUNTANT AND/OR ATTORNEY. BY EXECUTION OF THE SUBSCRIPTION AGREEMENT ALL PARTIES ARE HEREBY DEEMED TO HAVE ACKNOWLEDGED THIS PARAGRAPH.

Taxation as a Partnership

The Company has been structured as a limited liability company to allow it to be treated as a partnership for federal income tax purposes. No federal income tax is payable by a partnership. The Company's items of income, loss and credit will be allocated among the Members. Each Member's share of these items must be reported on the Member's tax return. Income from the Company allocated to the Members is taxable to them whether or not the Member has received cash distributions from the Company during the year. The Company is not obligated to make distributions to the Members in an amount sufficient to pay the tax attributable to that income. Consequently, a Member's tax liability with respect to the Company's income may exceed the cash distributed to the Member in any particular year.

Tax Basis

The tax basis of a Member's interest in the Company is used to determine if gain or loss is realized upon a sale of that interest or upon the receipt of cash distributions from the Company. Additionally, a Member is allowed to deduct Company losses only to the extent of such basis. A Member's basis for his Units generally will equal his contribution to the capital of the Company. Liabilities that are not guaranteed by a Member will be allocated among all Members in proportion to their interests in the Company. A Member's tax basis may also be increased by the Member's distributive share of the Company's taxable income and reduced by the Member's share of taxable losses and distributions of cash and other property to the Member. Although liabilities, not guaranteed by a Member, are allocated among all the Members solely for determining allocation of tax items, this allocation does not alter the limited liability of a Member of a Florida limited liability company.

Distributions

Non-liquidating distributions of cash and marketable securities are generally treated as a return of capital and reduce the Member's tax basis in his interest in the Company. If cash distributed exceeds the adjusted basis of the Member's interest, the Member will recognize taxable gain. The reduction in a Member's share of liabilities is treated as a distribution of cash and, consequently, will reduce the Member's tax basis and could cause a Member to realize taxable gain without a corresponding receipt of cash.

Upon the liquidation of the Company, a Member will recognize taxable gain to the extent that the amount of any cash and the fair market value of any marketable securities distributed exceeds the adjusted tax basis of the Member's interest in the Company. If other property is distributed to a Member, the basis of that property in the hands of the Member is generally equal to the adjusted basis of the Member's interest in the Company reduced by the amount of any cash and the fair market value of any marketable securities distributed to him in the same transaction.

Sale of Units

Gain or loss realized by a Member upon the sale or exchange of an interest in the Company will generally be treated as capital gain or loss. However, the portion of the sales proceeds attributable to the Member's share of the Company's unrealized receivables (in any), inventory and depreciation recapture will be taxable as ordinary income. Since the Member's share of the Company's liabilities will be treated as additional cash received upon a sale or exchange, the Member's gain, and perhaps federal tax liability, could exceed the actual cash proceeds of the sale.

Syndication and Organization Costs

Certain costs incurred by the Company in connection with this offering that constitute syndication costs will not be deductible by either the Company or the Members. Syndication

costs include costs to promote the sale of, or to sell, an interest in the Company. Such costs would include printing costs of this Memorandum and related documents and a portion of the legal and accounting fees incurred by the Company.

Costs incurred by the Company that are incident to the creation of the Company are generally required to be capitalized and, if the Company so elects, are amortizable over a period of sixty (60) months. A portion of the legal fees incurred by the Company is expected to constitute organizational expenses and the Company will likely make the necessary election to amortize those costs.

If the Service were to successfully take the position that certain costs incurred by the Company and expensed by it constitute syndication costs or organizational expenses, or that costs treated as organizational expenses were syndication costs, the taxable income of the Company would increase without a corresponding increase in cash flow.

State and Local Taxes

In addition to the income tax consequences described above, prospective Members should consider potential state, local and other tax consequences of an investment in the Company. A Member's share of the taxable income or loss of the Company may be required to be included in determining such Member's income for state or local tax purposes. Initially, the Company will be doing business in the State of Florida. Each prospective investor is advised to consult with his or her tax advisor for advice as to any state and local income tax factors that may relate to an investment in the Company.

DESCRIPTION OF THE UNITS AND OPERATING AGREEMENT

When the offering is closed, the investors, pursuant to the terms included in the Subscription Documents, will be deemed to have executed (or have executed on his behalf by the Manager) the Operating Agreement of Kaloop AIG, LLC attached as hereto. That Operating Agreement will govern the management of the Company, the manner in which profits and losses will be allocated among the Members, the distribution of cash and other assets from the Company and other internal affairs of the Company. Following is a summary of the material provisions of the Operating Agreement. The following Summary of the Operating Agreement is qualified in its entirety by the text of the Operating Agreement. Investors in the Units are strongly encouraged to review the Operating Agreement before investing in the Units.

Allocations and Distributions

The Operating Agreement provides that, after any special allocations that may be required for income tax purposes as required by IRC Section 704 and related regulations, have been made, then, all items of income, profits, gains, and losses of the Company shall for each fiscal year be allocated among the Members in proportion to their Units.

Any cash distribution to the Members may be distributed in proportion to their respective Units, at such times and in such manner as the Manager may determine in its sole and absolute discretion.

Dissolution and Liquidation

Upon liquidation of the Company, the assets of the Company will be distributed in the following order of priority:

- (a) To the payment of all debts and liabilities/operating costs of the Company other than debts owing to Members and former Members.
- (b) To the establishment of any necessary reserves for the payment of contingent liabilities.
- (c) All remaining assets are distributed to the Members as follows:

-100% to the Limited Members.

The Manager will have up to two (2) years from the closing on the company and/or the election not to proceed with the continued development and/or marketing of the KALOOP project to complete the liquidation process.

Management

Chris Abbott is the Manager of KALOOP. Management and control of KALOOP is reserved exclusively to the Managers, who have full and complete power and authority to manage and direct the business and affairs of the Company in accordance with the terms of the Operating Agreement. Abbott shall not receive any salary during the creation of the fund. However, Abbott shall be reimbursed for any expenses incurred in connection with KALOOP. It is expected that should the project move forward the manager will receive a salary, which said shall include Abbott serving as the administrator and is detailed in the Operating Agreement.

Limited Liability of the Members

The Company is organized as a limited liability company under Florida law. Under that form of business entity, the liability of each Member is generally limited to his or her agreed capital contribution to the Company and any wrongfully distributed profits.

Transfer Restrictions

Substantial transfer restriction exist as further described in the Operating Agreement, Article IX, ASSIGNMENTS OF LLC INTERESTS; SALE OF PROPERTY.

LEGAL MATTERS

We are not currently a plaintiff or defendant in any legal proceeding.