

PFDSMR1011

Select Medical
Receivables LLC



Welcome Package



August, 2024

Name

Address

City, State, Zip

Email

Telephone

Fax

RE: Subscription / Joinder notification: PFD Select Medical Receivables 1011 LLC (PFDSMR1011)

Date

Dear

Enclosed please find counter signed subscription documentation for the company's membership allocation/subscription in **PFD Select Medical Receivables 1011 LLC (PFDSMR1011) as follows:**

Name

As you know this is a 60-month program with a 15% annual fixed-rate rate program. There are three notable features that are inherent in the program.

1. A 12-month redemption option
2. A reinvestment option, and
3. A quarterly plan for distributions

Your private placement memorandum has defined the details relating to the various representations and warranties of the program, and we are always here to further discuss the program and these features as you direct.

Relative to the disbursement plan for the company your managing member will cause the assets of the company to be billed, settled, and collected. Settlement revenue will be accounted for, and then the quarterly payments will be disbursed to you following the end of each quarter period.

Congratulations on being a part of the company, we thank you very much for the trust and confidence you have placed in our project and our team.

Sincerely,

Robert Pryke, VP of PFD Capital Partners, Inc., its Manager

PFD Select Medical Receivables 1011 LLC (PFDMFSMR1011) www.PFDCAP.com

23161 Lake Center Drive, STE 100 Lake Forest, CA 92630 (888) 475-4748

RESET FORM 

**SUBSCRIPTION AGREEMENT FOR PFD SELECT MEDICAL RECEIVABLES 1011 LLC
(a Nevada limited liability company)**

*(Certain sections of this Agreement require completion by the Subscriber. Those Sections are generally denoted in bold text. Subscribers are advised that all text is of equal significance. All information should be typed or printed in ink. All changes must be initialed by the Subscriber.)
(Do not erase or use whiteout.)*

This document should be read and responded to in its entirety.

Subscriber Information:

Name				Tax ID number		
Address	City	State	Zip Code			
Email address	Phone number	Fax number				
Total number of units	Capital commitment (\$)					

If Subscriber utilized a Financial Consultant ("F.C.") with respect to this Offering, then please complete the following F.C. related information:

Name				License number		
Office address	City	State	Zip Code			
Email address	Phone number	Fax number				

To: PFD SELECT MEDICAL RECEIVABLES 1011 LLC
23161 Lake Center Dr., Ste. 100
Lake Forest, CA 92630

Attention:
Robert Pryke / Cell: 424-724-1005
Telephone: 888-475-4748 / 661-665-6074
Facsimile: 888-475-4748

Subscription Agreement

1. Subscription for Units

A. Total capital commitment shall be made payable by check or wire to **PFDS Select Medical Receivables 1011 LLC**.

I. Wire Instructions:

Bank Wire: CITIZENS PRIVATE BANK

Account Name: PFDS Select Medical Receivables 1011 LLC
Routing Number: 021-313-103
Account Number: 403-076-4699
FBO: MEMBER NAME / PFDSMR1011

Bank Contact: CITIZENS PRIVATE BANK

1 Citizens Drive, Riverside,
Rhode Island 02915
Tel: 561-946-7032
Attn: Augie Vulaj

Class A Member Contact: PFDSMR1011 LLC

23161 Lake Center, Drive, Suite 100, Lake Forest, CA 92630
E: Info@PFDCap.com, Investor CRM: Investor.PFDCap.com

- B. Subscriber shall deliver to the Company together with this Subscription Agreement (this "Agreement"), a Joinder to the Company's Limited Liability Company Operating Agreement attached hereto as Exhibit A (the "Joinder to Operating Agreement"), pursuant to which Subscriber shall become a party to the Company's Limited Liability Company Operating Agreement (the "Operating Agreement"), a copy of which is attached to the PPM (as defined below). Upon acceptance of Subscriber's subscription hereunder, Subscriber shall become a Member of the Company and shall be bound by all of the terms, provisions and conditions of the Operating Agreement.
- C. Except as provided under State securities laws, this subscription is irrevocable, but the undersigned's execution and delivery of this Agreement will not constitute an agreement between the Company and the undersigned until this Agreement is accepted on behalf of the Company and, if not so accepted, the undersigned's subscription and the undersigned's obligations under this Agreement will terminate. The undersigned understands and agrees that there is no minimum amount of subscriptions that the Company must receive from investors before the Company may accept the undersigned's subscription and that the Company has the right to accept the undersigned's subscription without regard to subscriptions made by other investors, including if there are no other investors in this offering.
- D. The undersigned will furnish to the Company a true and correct copy of:
- I. If the subscriber is a corporation, the articles of incorporation and by-laws, and a copy (certified by the secretary or other authorized officer) of an appropriate corporate resolution authorizing this specific investment;
 - II. If the subscriber is a partnership, the partnership agreement (or evidence of due authorization to make this specific investment);
 - III. If the subscriber is a limited liability company, the articles of organization and operating agreement (or other evidence of due authorization to make this specific investment);
 - IV. If the subscriber is a trust, the trust agreement (or other evidence of due authorization to make this specific investment, which evidence must be acceptable to the Company and its counsel); and
 - V. If the subscriber is any other type of legal entity, the organizational and governing documents of such entity, together with evidence of due authorization to make this specific investment.

- iv. If the subscriber is a trust, the trust agreement (or other evidence of due authorization to make this specific investment, which evidence must be acceptable to the Company and its counsel); and
 - v. If the subscriber is any other type of legal entity, the organizational and governing documents of such entity, together with evidence of due authorization to make this specific investment.
 - f. Investor Questionnaire. The undersigned agrees to complete and sign the Investor Questionnaire in the form of Exhibit A(i) attached hereto and return such document to the Company together with this Agreement.
 - g. Capitalized terms used in this Agreement which are not otherwise defined herein shall have the meaning ascribed to them in the Company's Operating Agreement.
- 2.

Representations and Warranties of Subscriber. Subscriber hereby represents and warrants to the Company and the Company's Manager as follows, with the understanding that the Company and the Manager intend to rely on such representations and warranties in permitting the undersigned to invest in the Company:

- a. The undersigned (either alone or with its advisers, if any) has carefully reviewed the Company's Private Placement Memorandum ("PPM" or "Offering") dated April 1st, 2024, including, without limitation, the risk factors and risks of and other considerations relating to, investment in the Company and has, either alone or with an investment adviser with whom the undersigned has consulted, the knowledge and experience in financial and business matters generally, to be capable of evaluating the merits and risks of an investment in the Company and of making an informed investment decision. The undersigned is able to bear the economic risk of the loss of the undersigned's investment in the Company, including the loss of its entire investment.
- b. The undersigned (either alone or with its advisers, if any) has had the opportunity to ask and have answered any questions concerning financial, business or other information with respect to the Company and with respect to the merits and risks of investment in the Company, and the Company has given complete and satisfactory answers to all inquiries that the undersigned and its advisers, if any, have put to them concerning the matters listed above.
- c. The undersigned has not been formed, reformed or recapitalized for the specific purposes of purchasing the Units, unless noted below (include details regarding the formation, reformation or recapitalization (add additional sheets as needed):

- d. The undersigned is not, and does not act on behalf of, (i) an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974; (ii) a plan described in Section 4975(e) of the Internal Revenue Code of 1986, as amended; or (iii) an entity whose underlying assets includes plan assets by reason of a plan's investment in the entity.

- e. Neither the Company nor the Manager, nor any of their respective affiliates or vendors, has guaranteed, or is guarantying, the success of, or any return from, the Company.
- f. The undersigned (if a natural person) is twenty-one (21) years of age or over.
- g. The undersigned initially learned of this offering through a direct communication, and was never presented or solicited by any leaflet, public promotional meeting, newspaper or magazine article, radio or television announcement or any other form of general advertising or solicitation regarding this offering.
- h. The undersigned, if subscribing for Units in a representative or fiduciary capacity, has full power and authority to execute and deliver this Agreement on behalf of the subscribing individual, company, trust, corporation or other entity for whom the undersigned is subscribing for Units, and such individual, company, trust, corporation or other entity has full rights and power to perform pursuant to such Agreement and to become a member of the Company pursuant to the Operating Agreement. Trustees, corporate officers, agents or other persons acting in a representative capacity must furnish, along with this Agreement, (i) evidence acceptable to the Company, that they have the power and authority to subscribe for and purchase Units and to execute this Agreement and the Operating Agreement, (ii) for a corporation, a certified copy of a resolution of its board of directors authorizing the purchase of Units, or (iii) copies of the agreement, trust agreement (including family trust agreements), power of attorney, or other documents pursuant to which such persons act in representative capacity.
- i. If the Units are being acquired jointly by more than one person or entity and such acquisition is permitted by the Operating Agreement, all such persons or entities have a previously existing financial relationship.
- j. THE UNDERSIGNED UNDERSTANDS THAT THE UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "1933 ACT") OR WITH ANY STATE AND, THEREFORE, CONSTITUTE RESTRICTED SECURITIES AND CANNOT BE RESOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE 1933 ACT OR STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE; THAT THE TRANSFER OF THE UNITS IS RESTRICTED BY THE TERMS OF THE OPERATING AGREEMENT; THAT ANY DISPOSITION OF THE UNITS MAY PROVOKE UNFAVORABLE TAX CONSEQUENCES; AND THAT THE COMPANY DOES NOT HAVE ANY INTENTION OF AND IS NOT UNDER ANY OBLIGATION TO REGISTER THE UNITS UNDER THE 1933 ACT OR ANY STATE LAW OR TO COMPLY WITH ANY EXEMPTION AVAILABLE TO PERMIT THE UNDERSIGNED TO SELL THE UNITS WITHOUT REGISTRATION.
- k. The undersigned is purchasing the Units for investment for its own account and without the intent of participating, directly or indirectly, in a distribution of the Units, and not with a view to, or for resale in connection with, any distribution of the Units, or any portion thereof, in violation of law.
- l. The undersigned understands that all or any portion of the Units (or any interest or participation therein) purchased by the undersigned may not be reoffered, sold, assigned, transferred, pledged, encumbered or otherwise disposed of at any time except as permitted by law, including, without limitation, any and all applicable provisions of this Agreement, the Operating Agreement and any regulations under the 1933 Act (or any rules or regulations promulgated thereunder) and any applicable state securities laws or regulations. The undersigned agrees not to offer for sale, resell, assign, transfer, pledge, encumber or otherwise dispose of the Units (or any interest or participation therein) (i) except pursuant to a registration statement which has been declared effective under the 1933 Act and applicable state securities laws or (ii) unless, prior to such transfer, the undersigned delivers to the Company an opinion of counsel, in

form and substance reasonably acceptable to the Manager, to the effect that such transfer is not required to be registered under the 1933 Act or, if applicable, qualified under applicable state securities laws.

- m. The undersigned understands that the Company has no previous financial or operating history and that this is a speculative investment that includes a risk of loss of the undersigned's entire investment in the Company. The undersigned has evaluated the risks of investing in the Company and, based on information provided by the Company and the undersigned's independent examination and judgment (either alone or with its advisers, if any), has determined that this is a suitable investment for the undersigned.
- n. Neither the Company nor the Manager or any of its affiliates have advised or provided the undersigned with any information or guidance as to the federal and/or state income tax implications and/or risks associated with an investment in the Units. The Company has specifically advised the undersigned to consult its personal tax advisor regarding such implications and risks. The undersigned understands that the income tax benefits, if any, which may be available to the undersigned may be lost through adoption of new laws, amendments to existing laws or regulations, or changes in the interpretation of existing laws and regulations.
- o. The undersigned understands that no federal or state agency has reviewed or approved this offering or has made any finding as to the fairness of its terms.
- p. The undersigned recognizes that the Company is a start-up company with a very limited financial and operating history and that an investment in the Units involves substantial risks (including but not limited to those risk factors described in the PPM, and the undersigned has taken full cognizance of and understands all of such risks. The undersigned acknowledges and understands that any financial projections that may have been provided to it are based upon assumptions of future operating results developed by the Company. The undersigned acknowledges and understands that the financial projections, therefore, merely represent an estimate by the Company of future results that they hope can be achieved by the Company based upon assumptions as to certain events (many of which are beyond the Company's control). The undersigned further acknowledges and understands that no assurances or representations can be given that the actual results of the operations will conform to the projected results for any or all of the indicated years. The undersigned also acknowledges and understands that it will be one of a number of investors in the Company, that its investment interest may be diluted by subsequent investors, and that, as a minority investor, its ability to control or influence the Company will be limited.
- q. The undersigned has a preexisting relationship with either the managers, officers, directors, employees or agents of the Company, or if no such relationship exists, the undersigned satisfies the conditions set forth in both subparagraphs "t" and "z" of this Paragraph 2.
- r. The undersigned is a sophisticated investor ("Sophisticated Investor"), in that it has knowledge and experience in financial and business matters sufficient to evaluate the merits and risks of an investment in the Units. If the undersigned does not have such knowledge and experience, it has consulted with its personal financial or business representative and has obtained such knowledge and experience through such consultations. The undersigned acknowledges it must continue to bear the economic risk of its investment in the Company for an indefinite period.

- s. Except as otherwise expressly provided in the Operating Agreement and other agreements of even date herewith, if any, neither the Company nor the Manager, nor any of its agents, employees or affiliates, have represented, guaranteed, or warranted to the undersigned, expressly or implicitly, any of the following: (i) that the undersigned will or will not remain as owner of the Units for an exact or approximate length of time prior; (ii) that a percentage of profit and/or amount or type of consideration will be realized as a result of this venture; (iii) that past performance of the Company or of any other venture of the Manager or other person, including, without limitation, the Manager's officers, directors, employees or agents, is any indication of future performance of the Company; or (iv) that any specific tax benefits will accrue as a result of an investment in the Company.
- t. The undersigned has not directly or indirectly paid any fee, commission or other remuneration for solicitation of this particular investment.
- u. The undersigned is a resident of the State of Nevada, unless noted below (indicate State of residence if other than Nevada):
- v. The undersigned is aware that the Manager's affiliate will receive compensation from the Company in connection with the operation of the Company as provided in the Operating Agreement and the PPM.
- w. The undersigned is aware the interests of the undersigned may be inconsistent in some respects with the interests of other parties, including, without limitation, the Manager and other members of the Company.
- x. The undersigned is an "Accredited Investor" under Rule 501 of Regulation D of the 1933 Act because it comes within any of the following categories [PLEASE CHECK APPROPRIATE BLANKS]:
- i. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase of the Units, exceeds \$1,000,000;
 - ii. 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;
 - iii. I am a director, executive officer or general partner of the Issuer, or a director, executive officer or general partner of a general partner of the Issuer. For purposes of this Section 6, executive officer means the president; any vice president in charge of a principal business unit, division or function, such as sales, administration or finance; or any other person or persons who perform(s) similar policymaking functions for the Issuer;
 - iv. Any trust (other than a revocable grantor trust or business trust), with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a "Sophisticated Person," as defined in Paragraph "2t" above; or

- v. Any entity in which all of the equity owners are "Accredited Investors", in which case the names of all of the equity owners of the subscriber (that is all shareholders of a corporation, all partners of a partnership, all members of a limited liability company and all grantors of a grantor trust (but not the beneficiaries of a true trust), and their respective interests in the undersigned are as follows (add additional sheets as required):

- vi. Any bank, insurance company, registered investment company, business development company, or small business investment company; or
 - vii. Any charitable organization, corporation, or partnership with assets exceeding \$5,000,000.
- y. The undersigned (nor any constituent member of the undersigned) is not (and will not) become a "Person" described by Section 1 of the Anti-Terrorism Executive Order 13,224 of September 23, 2001 blocking property and prohibiting transactions with Persons who commit, threaten to commit, or support terrorism, 66 Fed. Reg. 49,049 (2001), or described in any rule or regulation implementing the same and, to the best knowledge and belief of the undersigned after due and adequate diligence, the undersigned (nor any constituent member of the undersigned) engages or will engage in any dealings or transactions, or be otherwise associated with, any such Persons.
 - z. The undersigned (and all constituent members of the undersigned) are in compliance, and will remain in compliance, with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA Patriot Act").
 - aa. The undersigned has not been furnished with any oral representation or oral information in connection with the Offering of the Units by the Company. No representations or warranties have been made to the undersigned by the Company, or any officer, manager, employee, agent, affiliate or subsidiary of the Company, other than the representations of the Company contained in the PPM, and in subscribing for the Units, the undersigned is not relying upon any representations other than those contained in this Subscription Agreement and the PPM.

Acknowledgment and Confirmation:

3. Further Agreements. The undersigned has been advised that:

- a. This subscription may be accepted or rejected in whole or in part by the Company in its sole and absolute discretion. Accordingly, the Company may accept this subscription but reduce the undersigned's Total Capital Commitment to an amount acceptable to the Company, in its sole and absolute discretion.

- b. The undersigned acknowledges and agrees that he, she or it is not entitled to cancel, terminate or revoke this subscription or any agreements of the undersigned under this Agreement, and that this Agreement shall survive the death, incapacity, bankruptcy and dissolution or termination of the undersigned.
- c. The undersigned certifies under penalty of perjury, that (1) unless the undersigned has otherwise advised the Company in writing, the undersigned is a United States citizen or domestic corporation, Company, trust or estate for Federal income tax purposes; (2) the Social Security or Taxpayer Identification Number set forth above is correct, or the undersigned has applied, or will apply, for such a number and will provide it to the Company within 60 days after the execution hereof, and (3) the undersigned is not subject to backup withholding unless he has indicated otherwise in the following space:

The undersigned is subject to backup withholding: Yes No Initials

- 4. Acknowledgement. The undersigned understands the meanings and legal consequences of the representations and warranties contained in Section 2 of this Agreement and hereby warrants and represents as to the accuracy and truthfulness of the information in the completed Investor Questionnaire attached hereto as Exhibit A(i), and acknowledges that the Company and the Manager are relying on such representations and warranties in issuing the Units without registration under Federal and state laws.
- 5. Transferability of Agreement. The undersigned may not, and agrees not to, transfer or assign its rights under this Agreement or any of its interest herein. After the Closing of the Offering, each Member's right to assign or transfer Units will be governed by the Company's Operating Agreement.
- 6. Power of Attorney. The undersigned, desiring to become of Member of the Company, by executing this Agreement, hereby appoints the Manager, or any of its officers (and any substitute or successor manager of the Company or any officer thereof or the Company), with full power of substitution, each acting individually, as the undersigned's true and lawful representative and attorney-in-fact, in the undersigned's name, place and stead:
 - a. To receive and pay over to the Company on behalf of the undersigned, to the extent set forth in the Operating Agreement, all funds received hereunder;
 - b. To complete or correct, on the undersigned's behalf, all documents to be executed by the undersigned in connection with the undersigned's subscription for Units including, without limitation, filling in or amending amounts, dates and other pertinent information;
 - c. To execute and sign, on behalf of the undersigned, the Operating Agreement; and
 - d. To make, execute, sign, acknowledge, swear to and file: (i) any and all instruments, certificates, and other documents which may be deemed necessary or desirable to effect the winding-up and termination of the Company, (ii) any business certificate, fictitious name certificate, amendment thereto, or other instrument, agreement or document of any kind necessary or desirable to accomplish the business, purpose and objectives of the Company, or required by any applicable federal, state or local law, (iii) any duly adopted amendment to and/or restatement of the Operating Agreement, and (iv) all other filings with agencies of the federal government, or any state or local government, or of any other jurisdiction, which the Company considers necessary or desirable to carry out the purposes of the Operating Agreement, and the business of the Company.

The power of attorney hereby granted by the undersigned is coupled with an interest, is irrevocable, shall survive any transfer of the undersigned's Units in the Company and shall survive, and shall not be affected by, the subsequent death, disability, incapacity, incompetence, termination, bankruptcy, insolvency or dissolution of the undersigned.

7. Miscellaneous

- a. All notices or other communications given or made under this Agreement or under the Operating Agreement shall be made in the manner provided for in the Operating Agreement, using the addresses set forth above with respect to the undersigned.
- b. This Agreement shall be construed in accordance with and governed by the laws of the state of Nevada, without regard to the choice of law provisions of that State. The sole and exclusive venue for any disputes concerning this Agreement shall be within the County of Orange County, and subscriber hereby consents to personal jurisdiction in said county.
- c. Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, company, trust or other legal entity whenever the context so requires.
- d. This Agreement and the Operating Agreement constitute the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a written instrument executed by the parties hereto.
- e. In the event that any provision of this Agreement, or the application thereof to any person or to any circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement, and the application of such provisions other than the ones deemed invalid, unenforceable, or unlawful, shall not be affected thereby, and each remaining provision hereof shall continue to be valid and may be enforced to the fullest extent permitted by law.
- f. If the Company or the undersigned obtains a judgment against the other in connection with a dispute arising under or in connection with this Agreement, such party shall be entitled to recover its court costs, and reasonable attorneys' fees and disbursements incurred in connection therewith and in any appeal or enforcement proceeding thereafter, in addition to all other recoverable costs.
- g. To the fullest extent permitted by law, the undersigned shall indemnify and hold harmless the Company and its investors, managers, officers, directors, employees and/or control persons, from and against all claims, demands, suits, actions, proceedings, losses, costs, damages and liabilities (including, but not limited to, court costs and reasonable attorneys' fees) arising or resulting from, or attributable to, any breach of the representations and warranties set forth in Section 2 of this Agreement, or in any other document furnished by the undersigned to any of the foregoing parties, or any claim made by a third party that if true would constitute any breach of the representations and warranties set forth in Section 2 of this Agreement, or in any other document furnished by the undersigned to any of the foregoing parties.

IN WITNESS WHEREOF, the parties have executed this Subscription Agreement as of the date set forth below.

Date

“INVESTOR” - If an entity or trust, indicate type:

Corp. Trust Limited partner. General partner. Pens. plan or trust IRA Individual JTWROS

Other

Name of entity or trust

Name

Name

Title

Title

Signature

Signature

Accepted as of:

Date

PFD SELECT MEDICAL RECEIVABLES 1011 LLC, a Nevada limited liability

Company By Robert Pryke, VP of PFD Capital Partners, Inc., its Manager

