

PTS Investors LLC

SUBSCRIPTION AGREEMENT

This is the offer and agreement ("Agreement") of the undersigned to buy 5000 limited liability company units ("Units") to be issued by PTS Investors LLC (the "Company") for a purchase price of \$10 per Unit (\$50,000 minimum investment provided that the Manager may lower the minimum subscription for certain investors in its discretion) for a total purchase price of \$50,000 ("Capital Contribution Commitment"), subject to the terms, conditions, acknowledgments, representations and warranties stated herein and in the Company's Investment Memorandum relating to the offer of the Units dated January 2021 ("Memorandum"). At the closing of your subscription, your full payment shall be due and payable to the Company in an amount equal to 100% of your Capital Contribution Commitment. Simultaneously with the execution and delivery hereof, I am transmitting a check or wire in the full amount of the purchase price for the Units I wish to buy to the Company payable to the order "PTS Investors LLC," representing 100% of my Capital Contribution Commitment for the Units I am buying.

To induce the Company to accept this Agreement and as further consideration for such acceptance, I hereby make the following acknowledgments, representations and warranties with the full knowledge that the Company will expressly rely on the following acknowledgments, representations and warranties in making a decision to accept or reject this Agreement:

- 1. I hereby adopt, confirm and agree to all of the covenants, representations and warranties set forth in this Agreement.
2. If a natural person, my primary state of residence is:
3. If a natural person, my date of birth is:
4. If a natural person, I hereby represent and warrant (check if appropriate):

- 5. That I have an individual net worth, or joint net worth with my spouse, not including the value of my primary residence, of more than \$1,000,000; or (ii) that I have individual net worth, or joint net worth with my spouse in excess of \$300,000, in each of the two (2) most recent years and I have a reasonable expectation of reaching the same income level in the current year.
6. That I hold one of the following licenses: (A) Licensed General Securities Representative (Series 7); (B) Licensed Investment Adviser Representative (Series 65); or (C) Licensed Private Securities Offerings Representative (Series 82).
7. That I am a "knowledgeable employee" of the Company, such as, but not necessarily, a trustee or advisory board member of the Company or an affiliated person of the Company that oversees the Company's investments, an employee of the Company or affiliated person of the Company who, in connection with an employee's regular functions or duties, has participated in the investment activities of the Company for at least 12 months.
8. That I hold a professional certification, designation or credential from an accredited educational institution that the SEC designates as qualifying for Accredited Investor status.

- 9. If other than a natural person, such as an entity, representative and warrants (check if appropriate):
10. That it is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended or a "Qualified Purchaser" within the meaning of the Investment Company Act of 1940.
11. I certify that I have such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of investing in the Units.
12. I (we) wish to own my (our) Units as follows (check one):

- (a) Separate or individual property (In community property states, if you are married, your spouse must submit written consent if community hands will be used to buy the Units)
(b) Husband and wife as community property (Community property states only. Husband and Wife should both sign all required documents unless advised by their attorney that one signature is sufficient)
(c) Joint Tenants with right of survivorship (Both parties must sign all required documents unless advised by their attorneys that one signature is sufficient)
(d) Tenants in Common (Both parties must sign all required documents)
(e) Trust (Include name of trust, name of trustee and date trust was formed)
(f) Partnership (Include evidence of partnership authority for person who executes required documents)
(g) Other (entity type and domicile)

Subscriber's Signature: X [Signature] Date: 24/3/2021
Subscriber's Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

CONSENT OF SPOUSE TO BE BOUND BY SUBSCRIPTION AGREEMENT

I, \_\_\_\_\_ the spouse of \_\_\_\_\_ a party to the foregoing Subscription Agreement, acknowledge that I have reviewed the provisions of the Subscription Agreement and that I hereby agree to be bound by each and every term and condition of the Subscription Agreement. I consent to such purchase, approve the spouse of \_\_\_\_\_ and agree to be bound by the terms and provisions thereof.

Dated: \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**REPRESENTATIONS, WARRANTIES AND COVENANTS OF INVESTOR**

1. I understand that in the event this Agreement is not accepted then the funds transmitted herewith shall be returned to the undersigned and this Agreement shall be terminated and of no further effect.
2. I acknowledge that I have received, read and fully understand the Memorandum and all attachments and exhibits to the Memorandum. I acknowledge that I am basing my decision to invest in the Units on any representations made by any other person. I understand that an investment in the Units is highly speculative and involves substantial risks and I am fully cognizant of and understand all of the risk factors relating to an investment in the Units, including, but not limited to, those risks discussed in the "Risk Factors" section in the Memorandum.
3. My overall commitment to investments that are not readily marketable is not disproportionate to my individual net worth, and my investment in Units will not cause such overall commitment to become excessive. I have adequate means of providing for my financial requirements, both current and anticipated, and have no need for liquidity in this investment. I can bear and am willing to accept the economic risk of losing my entire investment in Units.
4. I acknowledge that the sale of Units to me has not been preceded or accompanied by the publication of any advertisement or by any general solicitation.
5. All information that I have provided to the Company herein concerning my suitability to invest in the Units is complete, accurate and correct as of the date of my signature on the last page of this Agreement. I hereby agree to notify the Company immediately of any material change in any such information occurring before the acceptance of this Agreement, including any information about changes concerning my net worth and financial position.
6. I have had the opportunity to ask questions of, and receive answers from, the Company and the officers and employees of the Manager concerning the Company, the creation or operation of the Company or terms and conditions of the offering of the Units, and to obtain any additional information deemed necessary. I have been provided with all materials and information requested by either me or others representing me, including any information requested to verify any information furnished to me.
7. I am buying the Units for my own account and for investment purposes only and have no present intention, agreement or arrangement for the distribution, transfer, assignment, resale or subdivision of the Units. I understand that, due to the restrictions referred to in Section 8, and the lack of any market existing or to exist for the Units, my investment in the Company will be highly illiquid and may have to be held indefinitely.
8. I understand that (i) legends will be placed on any certificates evidencing the Units with respect to restrictions on distribution, transfer, resale, assignment or subdivision of the Units imposed by federal and state securities laws, (ii) the Units have not been registered with the Securities and Exchange Commission and are being offered and sold in reliance on an exemption from registration promulgated under Rule 506 of Regulation D, which reliance is based in part on my representations set forth herein, and (iii) the Units have not been registered under state securities laws and are being offered and sold pursuant to exemptions specified in said laws, and unless registered, the Units may not be re-offered for sale or resold except in a transaction or as a security exempt under those laws.
9. I acknowledge that I must retain my own professional advisors to evaluate the tax and other consequences of an investment in the Units, including advice as to state and local tax issues.
10. I hereby adopt the PTS Investors LLC Limited Liability Company Agreement as a Member of the Company.
11. I acknowledge that Bank is acting solely as Bank in connection with the Offering of the Units, and makes no recommendations with respect thereto. I understand that Bank has made no investigation regarding the Offering, the Company, the officers and manager of the Company, or any other person or entity involved in the Offering.
12. This Agreement shall be construed in accordance with the internal laws of the State of Delaware, except as to the type of registration of ownership of Units, which shall be construed in accordance with the state of principal residence of the subscribing investor.
13. Notice to Residents of All States: The Units offered hereby have not been registered under the Securities Act of 1933, as amended, or the securities laws of certain states and are being offered and sold in reliance on exemptions from the registration requirements of said act and such laws. The Units are subject to restrictions on their transfer and resale and may not be transferred or resold except as permitted under said act and such laws, pursuant to registration or exemption therefrom. Neither the Securities and Exchange Commission nor any state securities commission has reviewed, approved or disapproved the Units offered hereby or passed upon the accuracy or adequacy of the information set forth in the Memorandum. Any representation to the contrary is a criminal offense.
14. I hereby acknowledge and agree that any dispute, controversy or other claim arising under, out of or relating to this Agreement or any of the transactions contemplated hereby, or any amendment thereof, or the breach or interpretation hereof or thereof, shall be determined and settled in binding arbitration in the County of San Diego, State of California, in accordance with the rules and procedures of the American Arbitration Association. The prevailing party shall be entitled to an award of its reasonable costs and expenses, including, but not limited to, attorneys' fees, in addition to any other available remedies. I award in any court of competent jurisdiction.
15. I hereby agree to indemnify, defend and hold harmless the Company, the Manager, the Sponsor and all of their officers, members, affiliates and advisors from any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) that they may incur by reason of my failure to fulfill all of the terms and conditions of this Agreement or by reason of the unit or inaccuracy of any of the representations, warranties or agreements contained herein or in any other documents I have furnished to any of the foregoing in connection with this transaction. This indemnification includes, but is not limited to, any damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) incurred by the Company, the Manager, or any of their officers, members, affiliates or advisors defending against any alleged violation of federal or state securities laws, which is based upon or related to any unit or inaccuracy of any of the representations, warranties or agreements contained herein or in any other documents I have furnished to any of the foregoing in connection with this transaction.
16. I hereby acknowledge and agree that: (a) I may not transfer or assign this Agreement, or any interest herein, and any purported transfer shall be void; (b) I am not entitled to cancel, terminate or revoke this Agreement and that this Agreement will be binding on my heirs, successors and personal representatives; provided, however, that if the Company rejects this Agreement, this Agreement shall be automatically canceled, terminated and revoked; (c) this Agreement and the Limited Liability Company Agreement, together with all attachments and exhibits thereto, constitute the entire agreement among the parties hereto with respect to the sale of the Units and may be amended, modified or terminated only by a writing executed by all parties (except as provided herein with respect to rejection of this Agreement by the Company); (d) within five (5) days after receipt of a written request from the Company, the undersigned agrees to provide such information and to execute and deliver such documents as may be reasonably necessary to comply with any and all laws and regulations to which the Company is subject; and (e) the representations and warranties of the undersigned set forth herein shall survive the sale of the Units pursuant to this Agreement.

Certain sections of the Code require a partnership to pay a withholding tax with respect to a partner's allocable share of the partnership's taxable income and with respect to certain transfers of property to a partner, if the partner is a foreign person. To inform the Company that such provisions do not apply, I hereby certify under penalty of perjury, that (a) I am not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and regulations thereunder); (b) the number shown in Item C below is my correct taxpayer identification number ("TIN"); and (c) the address shown in Item A below is my correct residence or office address. I hereby agree to notify the Company within thirty (30) days of the date I become a foreign person. I understand that this certification may be disclosed to the IRS and that any false statement made herein could be punished by fine, imprisonment or both. I also certify under penalty of perjury that I am not subject to a federal backup withholding either because (i) I have not been notified that I am subject to federal backup withholding as a result of a failure to report all interest or dividends, or (ii) the Internal Revenue Service has notified me that I am no longer subject to federal backup withholding. (Please strike out the foregoing sentence if you have been notified that you are subject to federal backup withholding due to under-reporting and you have not received a notice from the IRS advising you that federal backup withholding has terminated.)

**A. REGISTRATION INFORMATION**

Please print the exact name (registration) you desire on the account:  
**CHAUTRELL DISCRETIONARY TRUST**

**B. DISTRIBUTION ADDRESS**

Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Please indicate to whom distributions should be sent if not the address set forth in Item A, above.

**C. INVESTOR INFORMATION**

Name: **JOHN CHAUTRELL**  
 Mailing Address: **28 BRIDGPORT ST, SOUTH MELBOURNE VIC 3205 AUSTRALIA**  
 Investor Phone: Business: **(+61) 411 117 559** Home: **(+61) 411 117 559**  
 Investor Email/URL Address: **john.chautrell@bigpond.com**  
 Primary State of Residence: **VICTORIA, AUSTRALIA**  
 Social Security or Federal Tax ID Number: **TFN 588 778 173**

**D. SIGNATURES**

Executed this 24<sup>th</sup> day of MARCH, 2021 at MELBOURNE, AUSTRALIA  
 \_\_\_\_\_  
 Signature (Investor or Authorized Signatory)  
 \_\_\_\_\_  
 Signature (Investor or Authorized Signatory)

**E. SUBMIT SUBSCRIPTION**

Send a check or wire in the full amount of the purchase price for the Units you wish to buy to the Company payable to the order "PTS Investors LLC" and mail this signed Agreement to:

PTS Investors LLC  
 7690 Union Park Avenue  
 Midvale, Utah 84047

**SCHEDULE 1 - PATRIOT ACT COMPLIANCE PROVISIONS**

As a material condition of investing in the Company, and without limiting the other provisions of this Subscription Agreement and the terms of the Company's Limited Liability Company Agreement, each investor represents, warrants, covenants and agrees with, and certifies to, the Company as follows (collectively, the "Patriot Act Compliance Provisions"):

1. Patriot Act Offense. Investor, and any direct or indirect beneficial owner of Investor, has not committed any Patriot Act Offense. "Patriot Act Offense" means any violation of any of the following (collectively, "Applicable Laws"): (a) the Patriot Act; or (b) the federal criminal laws of the United States or the state criminal laws of any state or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of such states, relating to terrorism or the laundering of monetary instruments; or (c) the requirements of any Executive Order or OFAC (Office of Foreign Assets Control) Laws and Regulations; or (d) crimes of conspiracy to commit, or aiding and abetting another to commit, any Patriot Act Offense.

2. Legal Sources of Funds. The funds invested by Investor in the Company, and all funds received, directly or indirectly, by Investor from any direct or indirect beneficial owner of Investor, are derived from legal sources and without violation of Applicable Laws.

3. Identity of Investor. Investor, and any direct or indirect beneficial owner of Investor, (i) is not listed on any Governmental Lists, or a person who acts for or on behalf of, any person, group or entity on the Governmental Lists; or (ii) is not a person who has been determined by competent authority to be subject to the prohibitions contained in any Executive Orders, including without limitation being a person designated under Section 1(b), (c) or (d) of Executive Order 13224; or (iii) is not and has not in the past been under investigation by any governmental authority for, or has been charged with or convicted of, any Patriot Act Offense, or assessed civil penalties under Applicable Laws or related laws, or subject to seizure or forfeiture of its funds in any action under Applicable Laws or related laws.

4. Prohibited Activities. Investor, and any direct or indirect beneficial owner of Investor, has not been, and will not in the future be (i) a person who is located in a country with which dealings are prohibited or restricted by the United States federal government; (ii) dealing in a prohibited manner with a country or person or entity in a country with which dealings are prohibited or restricted by the United States government; or (iii) a person who is listed on any of the Governmental Lists, or who has become a designated person pursuant to any of the Executive Orders, or who is under investigation by any governmental entity for or has been charged with or convicted of, any Patriot Act Offense.

5. Consent to Disclosure of Information. Investor consents to the Company performing a search of applicable Governmental Lists prior to acceptance of any subscription for Units, which search may be performed by a third party. Investor shall provide to the Company prior to acceptance of its subscription, and from time to time thereafter as requested by the Company, all information reasonably required by the Company to establish compliance with these Patriot Act Compliance Provisions.

6. Notice of Violation. Investor shall immediately notify the Company in writing of the relevant facts and circumstances if any representation or warranty set forth in these Patriot Act Compliance Provisions is no longer true or accurate in any respect, including becoming a person who is listed on any of the Governmental Lists, or who has become a designated person pursuant to any of the Executive Orders, or who is under investigation by any governmental entity for or has been charged with or convicted of, any Patriot Act Offense.

7. Further Restriction on Transfers. Without limiting any provisions in the Company's Limited Liability Company Agreement, it is further agreed that no transfer of any direct or indirect interest in the Company, or of the equity or other beneficial ownership interests in any Investor that is an entity, shall be effective until the transferee has provided a written certification by the transferee to the Company that the transferee shall be bound by, subject to and shall comply with all of the Patriot Act Compliance Provisions set forth in this Schedule 1.

8. Indemnification and Consequences of Breach. Investor acknowledges that Investor understands the meaning and legal consequences of the representations, warranties and covenants of these Patriot Act Compliance Provisions set forth in this Schedule 1, and understands that the Company has relied upon such representations, warranties and covenants, in connection with any sale of Units pursuant thereto and Investor hereby agrees to indemnify and hold harmless the Company, Affiliates and their officers, managers, controlling persons, agents and employees, from and against any and all losses, damages or liabilities due to or arising out of a breach of any representation, warranty or covenant made by Investor herein (including losses, damages or liabilities under agreements with lenders or organizing financiers to and/or equity partners in Investment Properties). Without limiting the foregoing, in the event of a breach by Investor (or its successors and assigns) of any of the representations, warranties, covenants and agreements set forth in these Patriot Act Compliance Provisions, the Company shall

(1) "Patriot Act" means the United States and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, Public Law 107-56 (October 26, 2001), as the same may be amended from time to time, and corresponding provisions of future laws.

(2) "Executive Order" means any Presidential Executive Order, including, without limitation, Presidential Executive Order No. 13224 (September 24, 2001), Executive Order or regulation, including the Trading with the Enemy Act, 50 App. U.S.C. § 1 et seq., as amended from time to time, the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., as amended from time to time, the un-repealed provisions of the Iraqi Sanctions Act, Publ. L. No. 101-513, United Nations Participation Act, 22 U.S.C. § 287c et seq., as amended from time to time, the International Security and Development Cooperation Act, 22 U.S.C. § 2349aa-9 et seq., as amended from time to time, The Cuban Democracy Act, 22 U.S.C. § 6001 et seq., as amended from time to time, The Cuban Liberty and Democratic Solidarity Act, 22 U.S.C. § 6021 et seq., as amended from time to time, The Antiterrorism and Effective Death Penalty Act, 8 U.S.C. § 1189 et seq., and The Foreign Narcotics Kingpin Designation Act, 21 U.S.C. § 1901 et seq., as amended from time to time.

(3) "Governmental Lists" means (i) the SDN List (Specially Designated Nationals and Blocked Persons Lists maintained by OFAC, as such list is amended from time to time), (2) the Denied Persons List and the Entity List maintained by the United States Department of Commerce, (3) the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (4) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the OFAC Laws and Regulations, (5) any other similar list maintained by the United States Department of State, the United States Department of Commerce or any other Governmental Authority or pursuant to any Executive Order of the President of the United States of America, and (6) any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, as all such Governmental Lists may be updated from time to time.

have, in addition to and without limiting all of the rights and remedies otherwise available at law or in equity, the right to purchase Investor's Units for cash at a purchase price equal to the lesser of (a) 70% of the Investor's total capital contributions to the Company with respect to the Units and (b) 70% of the balance of the Investor's capital account with respect to the Units, regardless of the current fair value of the Units or the Company's assets.

9. Acknowledgment of Terms. Investor understands and acknowledges that these Patriot Act Compliance Provisions are fair and reasonable in light of the Company's business and operation, and that they (i) are a material condition precedent of the Company's acceptance of Investor's subscription; (ii) are in addition to the other representations, warranties, covenants and agreements set forth in this Subscription Agreement and the Company's Limited Liability Company Agreement (and to the extent of a conflict, the terms of these Patriot Act Compliance Provisions shall control); (iii) shall survive the Company's acceptance of Investor's subscription and admission as a limited partner of the Company; and (iv) shall be binding upon Investor's successors and assigns.

INVESTOR INITIALS: SC (WRITTEN, NOT TYPED)

INVESTOR INITIALS: \_\_\_\_\_ (WRITTEN, NOT TYPED)

**PTS Investors LLC**

**INSTRUCTIONS TO INVESTORS**

**AND**

**SUBSCRIPTION AGREEMENT**

Please read carefully the Investment Memorandum of PTS Investors LLC, a Delaware limited liability company (the "Company") dated January 2021, and all Exhibits thereto ("Memorandum"), before deciding to subscribe. All capitalized terms utilized herein shall have the same meaning as set forth in the Memorandum. You should examine the suitability of this type of investment in the context of your own needs, investment goals, and financial capabilities and should make your own independent investigation and decision as to suitability and as to the risk and potential gain involved. Also, you are encouraged to consult with your attorney, accountant, financial consultant or other business or tax advisor about the risks and merits of the proposed investment.

This Offering is limited to Accredited Investors or Qualified Purchaser who certify that they meet all of the qualifications set forth in the Memorandum. If you meet these qualifications and desire to buy Units, then please (i) complete, execute and deliver the Subscription Agreement to the address below, and (ii) send a check in the full amount of the purchase price for the Units you wish to buy to the Company payable to the order "PTS Investors LLC." Subscription Agreements should be signed and returned to:

PTS Investors LLC  
7690 Union Park Avenue  
Midvale, Utah 84047

In the alternative, Capital Contributions may be paid by way of wire transfer as follows:

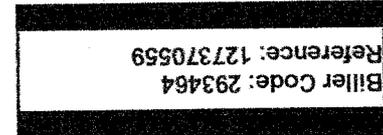
Sunwest Bank ("Bank")  
ABA Routing #: 122228003  
Account #: 201170869  
Account Name: PTS Investors LLC

Upon receipt of your signed Subscription Agreement, verification of your investment qualifications, and acceptance of your subscription by Liberty George Provo LLC, the Manager of the Company ("Manager") (which reserves the right to accept or reject a subscription for any reason whatsoever), the Manager will notify you of the receipt and acceptance of your subscription.

**Important Note:** In all cases, the person or entity actually making the investment decision to buy Units should complete and sign the Subscription Agreement. For example, if the investor buying Units is a retirement plan for which investments are directed or made by a third-party trustee, then that third-party trustee must complete the Subscription Agreement rather than the beneficiaries under the retirement plan. This also applies to trusts, custodial accounts and similar arrangements. You must list your principal place of residence rather than your office or other address on the signature page to the Subscription Agreement so that the Company can confirm compliance with appropriate securities laws. If you wish correspondence to be sent to an address other than your principal residence, please provide a mailing address where indicated in "Item C – Investor Information" on the signature page to the Subscription Agreement.

**BANK OF AMERICA, N.A. SYDNEY**  
 Bank of America N.A. Sydney Branch  
 Level 37, Governor Phillip Tower, 1 Farrer  
 Place  
 SYDNEY NSW 2000  
 Account Name: OzForex Limited  
 Account Number: 15283151  
 Branch: 232001  
 Swift: BOFAUS33XXX  
 Reference: 127370559

**National Australia Bank Limited**  
 345 George Street Sydney  
 Sydney NSW 2000  
 Account Name: OzForex Pty Ltd  
 Account Number: 55-391-7310  
 Branch: 082053  
 Swift: NATAU33XXX  
 Reference: 127370559



» Banking details - Please pay to :

» Please include your Client Reference: 127370559 or Deal ID: 6CFC61A0 on transfers to us

Please Make Payment To One Of The Following Accounts

Bank to Bank transfers only. We DO NOT accept cash, credit card, cheques or bank drafts.

<b>Name:</b>	John Chantrell
<b>Entered By:</b>	John Chantrell
<b>Deal ID:</b>	6CFC61A0
<b>Date Booked:</b>	28th March 2021
<b>Maturity date:</b>	29th March 2021
<b>Deal Status:</b>	Awaiting Funds
<b>Foreign Currency Amount:</b>	USD 50,003.70
<b>At a Rate of 1 AUD equals:</b>	USD 0.7554
<b>AUD Cost Excl. Fees:</b>	AUD 66,195.00
<b>Beneficiaries:</b>	1
<b>Total Fees:</b>	AUD 0.00 Correspondent bank fees may apply
<b>Total amount owing:</b>	AUD 66,195.00

**OFX Deal Confirmation**

Thank you for dealing with us. Please find the deal confirmation below.

Dear John,

**OFX | Deal Confirmation**

Navigation



**Subject:** OFX | Deal Confirmation  
**Date:** Sunday, 28 March 2021 at 15:53:11 Australian Eastern Daylight Time  
**From:** on behalf of support@ofx.com  
**To:** johnchantrell@bigpond.com