

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 20-cv-81205-RAR

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

COMPLETE BUSINESS SOLUTIONS GROUP, INC.

d/b/a PAR FUNDING, *et al.*

Defendants, and

THE LME 2017 FAMILY TRUST, a/k/a

LME 2017 FAMILY TRUST,

Relief Defendant.

---

**DEFENDANT, MICHAEL C. FURMAN'S, LOCAL RULE 56.1 STATEMENT  
OF DISPUTED FACTS IN OPPOSITION TO PLAINTIFF'S  
MOTION FOR SUMMARY JUDGMENT**

Defendant, MICHAEL C. FURMAN ("*Furman*"), pursuant to Local Rule 56.1, respectfully submits his Statement of Disputed Facts in response to the Plaintiff, SECURITIES AND EXCHANGE COMMISSION's ("*SEC*"), "Statement of Undisputed Facts" [DE 816-1], and supplements the record with his own Statement of Additional Facts.

**STATEMENT OF MATERIAL UNDISPUTED FACTS**

1-23. The SEC is not relying on any evidence submitted in Paragraphs 1 through 23 of its Statement of Material Undisputed Facts in seeking summary judgment against Furman. However, to the extent that Furman is required to respond to Paragraphs 1 through 23, Furman adopts and incorporates by reference the Response to the Statement of Material Undisputed Facts of the other Defendants.

24. Undisputed.

25. Undisputed.

26. Partially Disputed. Exhibits 41 and 62 do not support the assertion that “Fidelis was created for the purpose of raising investor funds for Par Funding.” Rather the Management Agreement clarifies that both Fidelis and ABFP were involved in offering other investments in similar circumstances. As a result, the evidence used in support of Paragraph 26 of the SEC’s statement of material undisputed facts cannot be used to support any inference and should not be considered in connection with its Motion for Summary Judgment.

27-37. The SEC is not relying on or citing to Paragraphs 27 through 37 of its statement of material undisputed facts in support of its Motion for Summary Judgment against Furman, and, therefore, Furman is not required to respond to the forgoing statements of material undisputed facts. To the extent that Furman is otherwise required to respond to the foregoing statement of undisputed material facts, Furman adopts the responses of the other Defendants to the SEC’s statement of undisputed material facts.

38. Disputed. The foregoing declaration does not support the assertions made by the SEC. As an initial matter, Furman never solicited any direct investment in or with Par Funding. Declaration of Michael Furman, attached hereto as **Exhibit 1** ¶ 19. Furman only solicited investments in Fidelis Group, which had the ability to invest funds in other Merchant Cash Advance programs. *Id.* ¶ 22. However, in the exercise of his business judgment as the President of Fidelis, Furman caused Fidelis to invest its money with Par Funding. *Id.* ¶ 23. Fidelis had the ability to invest its moneys with any fund it chose. *Id.*

39. Furman disputes that he provided information concerning Par Funding for the purpose of soliciting investments in Par Funding. *Id.* ¶ 19.

40. Furman disputes Paragraph 40 because he never attempted to solicit investors in Par Funding, but rather sought to solicit investment in Fidelis.

41-71. The SEC is not relying on or citing to Paragraphs 27 through 37 of its statement of material undisputed facts in support of its Motion for Summary Judgment against Furman, and, therefore, Furman is not required to respond to the forgoing statements of material undisputed facts. To the extent that Furman is otherwise required to respond to the foregoing statement of undisputed material facts, Furman adopts the responses of the other Defendants to the SEC's statement of undisputed material facts.

72. Furman disputes that assertions in Paragraph 72 of the SEC's Statement of Material Undisputed Facts, because the Form D filing reflects the general amount raised and not the amount that was invested by Fidelis into Par Funding, and, as a result cannot be considered for purposes of summary judgment.

73. Undisputed. The Promissory Notes and PPM also state that the investments at issue are for accredited investors only and require the investors to certify that they meet the foregoing requirements.

74. Undisputed.

75. Partially Disputed. Furman did not attempt to solicit investors by distributing par funding marketing videos. Rather, her provided a long-standing client with information concerning an investment in response to a request from that client. Furman Decl. ¶ 13.

76. Disputed. The evidence attached to the Motion for Summary Judgment does not establish that Furman put potential investors into contact with Abbonizio, Cole or LaForte.

77. Disputed. The Declaration of Renee Meyer does not establish that Furman engaged in a practice of soliciting investors to invest in ABFP Income Fund Notices, or that he solicited any

investment in same. Furman was not otherwise involved in the decision by Russ Meyer, Renee's husband to invest with ABFP Income. Furman Decl. ¶ 12.

78. Disputed. As an initial matter, the recordings and transcripts of Mr. Furman's alleged telephone conversations were not properly authenticated. The date, time and parties to the alleged phone call are not included in the transcript, which is not otherwise authenticated and is inadmissible. The recording of a telephonic transcript is also inadmissible pursuant to Fla. Stat. § 934.03.

79. Disputed. The Declaration of Melissa Davis only shows that Fidelis transferred \$11,603,000 into Par Funding from May 2018 through December 2019. The Declaration also states that Fidelis received \$8,726,200 from investors from April 2018 through June 2020. As a result, Paragraph 79 does not support the inference that Furman transferred \$11,603,000 of investor money into Par Funding.

#### **STATEMENT OF ADDITIONAL UNDISPUTED MATERIAL FACTS**

1. Prior to the commencement of this action, Furman had been providing various financial advisory services for my clients and held designations and/or accreditations such as the Top of the Table from the Million Dollar Round Table, to being a Master Financial Planner from the Global Academy of Finance & Management, to being a member of the National Ethics Association. Declaration of Michael Furman ¶ 2 ("*Furman Decl.*") attached hereto as Exhibit 1.

2. As part of the services that Furman provided, Furman gave clients information concerning various investment vehicles for them to look at on their own, and if clients were interested in potentially investing in any of those opportunities, Furman would try to provide them with additional information concerning them. These opportunities included investments in annuities, various insurance products, various fixed rate investments, such as structured

settlements, various available private equity funds that invested in merchant cash advance companies, the senior living industry, different real estate sectors and a wide array of other verticals. *Id.* ¶ 3.

3. The foregoing opportunities are only made available to accredited investors, and Furman only discussed the potential opportunities with his clients after confirming that they were in fact accredited investors. *Id.* ¶ 4.

4. To solicit clients for my services, Furman would often host educational dinner presentations that would be advertised using general ads and open only to accredited investors. During the course of the dinners, Furman invited individuals associated with various different investment & tax planning opportunities to present information concerning various financial planning opportunities. These seminars were advertised as only being available to accredited investors, and all RSVP's included verifying that they were accredited beforehand as step one, because Furman does and did not discuss any investment opportunities, or even provide educational material with respect to exempt securities without ensuring compliance with the applicable regulations. *Id.* ¶ 5. One example of such an advertisement is set forth below:

**\*ATTENTION ACCREDITED INVESTORS**

**ALTERNATIVE INVESTMENT LUNCH EVENT**  
Educational Event to Learn How To EARN

**9% - 15% FIXED RATE**  
Interest Paid Monthly - 1 Year Term

**WED. MARCH 6th @ 1:00 PM**

**THE REGIONAL**  
KITCHEN & PUBLIC HOUSE

**THE REGIONAL RESTAURANT**  
651 Okeechobee Blvd, West Palm Beach, FL 33401

**CALL TODAY 561-223-1717**  
RESERVE YOUR SEAT

**The United Fidelis Group**  
www.FidelisPlanning.com

**\*ONLY Accredited Investors are Eligible**  
(Generally a Minimum Net Worth Test of \$1 Million or an Annual Income of \$200k per year)

**-LIMITED SEATING**  
**-OPEN DISCUSSION**  
**-MEET THE OWNER**

- NO STOCK MARKET RISKS
- LOW \$50K Minimum
- IRA or Non-Qualified
- Guest Speakers

5. At each of these educational seminars, Furman would require the attendees to execute a sign in sheet and confirm that they were accredited investors. If a person did not certify that she was an accredited investor, Furman did not contact him or her after that. *Id.* ¶ 6.

6. As set forth in the enclosed sign-in sheets, Furman required all of my attendees to certify whether they were accredited investors, because Furman would not speak with or otherwise discuss any potential investment with any non-accredited investors that required such. *Id.* ¶ 7.

7. During the course of the presentation, brochures, including the Brochure attached to the declaration of Renee Meyer, were made available to the attendees, who were allowed to take the information with them upon request. Renee Meyer was allowed to participate in seminars because her husband was an accredited investor. *Id.* ¶ 8.

8. The educational materials and seminars also made it clear that all of the investment opportunities that were made available and that were otherwise discussed were only available to accredited investors whose net worth was more than \$1,000,000, or who otherwise met the requirements of Rule 506(c). *Id.* ¶ 9.

9. Furman first met Renee Meyers and her husband Russel (“*Russ*”) Meyers, in his capacity as a financial advisor. At that time, Russ Meyers contributed more than \$1,000,000 to purchase annuities. As such Furman knew for a fact that Russ was an accredited investor. *Id.* ¶ 10.

10. From March 2017 through November 2017, Russ Meyers and Furman spoke multiple times a week about how Russ wanted to invest his retirement funds. *Id.* ¶ 11.

11. During the course of the conversations, Furman told Russ that Furman was travelling to Philadelphia to learn about a merchant cash advance seminar. After hearing about the seminar Russ asked Furman to send him more information. Thereafter Russ, through Dean Vagnozzi, invested in a Merchant Cash Advance Fund. Furman was not involved in and do not

have any knowledge of the discussions or events leading to the Russ' investment, aside from the fact that Vagnozzi was aware of Russ' status as an accredited investor. *Id.* ¶ 12.

12. In response to Russ's request, Furman sent Russ information concerning the Par Funding Opportunity, and felt comfortable doing so because Furman knew that Russ was an accredited investor, and that could invest in the opportunity without having to be registered. *Id.* ¶ 13.

13. After attending the seminar, Furman hired Erik Weingold, Esq. to provide Furman with additional advice concerning how to form and structure Fidelis to ensure that it was compliant with SEC Regulations. *Id.* ¶ 14.

14. After numerous conversations with Mr. Weingold, he created Fidelis Financial Planning, LLC, as a means to invest through notes in the Merchant Cash Advance opportunities. *Id.* ¶ 15.

15. Based on Mr. Weingold's advice and counseling, Furman prepared an offering that would only be made available to accredited investors, so that it would allow general advertisements and be exempt from registration. *Id.* ¶ 16.

16. In reliance on Mr. Weingold's advice, Furman required all investors to execute a form of promissory note, which also mandated that all of our investors certify, in writing that they are accredited investors, and that they provide Fidelis with sufficient documentation to show that they were in fact accredited investors. Each investor executed the foregoing promissory note, and certified that he or she is an accredited investor. *Id.* ¶ 17.

17. All investors in Fidelis also provided Furman with additional documentation, including, without limitation tax returns, bank statements, and other financial records to confirm to my satisfaction that they were accredited investors. *Id.* ¶ 18.

18. Fidelis operated completely independently of Par Funding, and only engaged in arm's length transactions with Par Funding. No person or entity associated with or acting on behalf of Par Funding exercise or attempted to exercise control over or give directions to Fidelis. *Id.* ¶ 19.

19. No person or entity affiliated with Par Funding, or any of the other Defendants paid Furman or Fidelis money to set up Fidelis or to procure investors in Par Funding. *Id.* ¶ 20.

20. Furman also confirmed with every investor in Fidelis verbally that they were accredited financial investors before allowing any investors to contribute any money. ¶ 21.

21. None of the investors that Furman worked with intended to directly invest their money with Par Funding. Instead, they all intended to invest with Fidelis. ¶ 22.

22. Fidelis had the ability to invest in any merchant cash investment opportunity that would yield the best return for its investors. And while Furman considered options that were available for investment, Furman felt that investing Fidelis' money with Par Funding was in the best interests of its investors at that time. Furman also re-assessed whether to remove money from Par Funding upon its term completion dates and take it to other investment vehicles at least once a year. *Id.* ¶ 23.

23. While Furman provided various documentation & other means of media during meetings concerning investments with Fidelis, including information concerning Par Funding to potential investors, Furman provided them the information to show them where Fidelis was investing its money and how Fidelis was generating a return on its investments, and not to solely solicit the investment with Par Funding. *Id.* ¶ 24.

24. Furman also did not cause money to be transferred to Fidelis' chosen investment simultaneous with the transfer of funds. *Id.* ¶ 25.



25. Prior to investing money with entities associated with Par Funding, I provided the principals of Par Funding with written confirmation that Fidelis constituted an accredited investor, such that its investment would otherwise be exempt from registration. *Id.* ¶ 26.

26. Furman also told the principals of Par Funding that all of Fidelis' investors were accredited investors. *Id.* ¶ 27.

27. From the years 2018-2020, Furman's counsel Erik Weingold filed all necessary forms and documents with the SEC, including the required Form D, to certify its exempt status. *Id.* ¶ 28.

28. In addition, Furman did not speak with Gary Delucco, Russ Meyers, or Marc Reikes about opportunities in investing in Fidelis, or any other entity, until after he knew and confirmed that each of them was an accredited investor. *Id.* ¶ 29.

29. In addition, each of Delucco, Meyers, and Reikes certified that they are accredited investors in Appendix B to the Notes, as set forth in Composite Exhibit A to the Furman Decl. *Id.* ¶ 30.

Respectfully submitted,

**MILLENNIAL LAW, INC.**

*Attorneys for Michael C. Furman*  
501 E. Las Olas Blvd Ste 200/308  
Fort Lauderdale Fl 33301  
Phone: 954-271-2719

By: *s/ Zachary P. Hyman*

Zachary P. Hyman  
Florida Bar No. 98581  
[zach@millenniallaw.com](mailto:zach@millenniallaw.com)  
[millenniallawforms@gmail.com](mailto:millenniallawforms@gmail.com)  
[jessica@millenniallaw.com](mailto:jessica@millenniallaw.com)

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on this **28th** day of October, 2021, the foregoing was filed using the Court's CM/ECF Filing system which will transmit Notices of Electronic Filing generated by CM/ECF to all counsel of record.

By: *s/ Zachary P. Hyman*  
Zachary P. Hyman

# **EXHIBIT 1**

**DECLARATION OF MICHAEL FURMAN**

1. My name is Michael Furman, I am over the age of 18, and I am otherwise sui juris. If called to testify I would testify about the facts set forth in the enclosed Declaration.

2. Prior to the commencement of this action, I had been providing various financial advisory services for my clients and held designations and/or accreditations such as the Top of the Table from the Million Dollar Round Table, to being a Master Financial Planner from the Global Academy of Finance & Management, to being a member of the National Ethics Association.

3. As part of the services that I provided, I gave my clients information concerning various investment vehicles for them to look at on their own, and if my clients were interested in potentially investing in any of those opportunities, I would try to provide them with additional information concerning them. These opportunities included investments in annuities, various insurance products, various fixed rate investments such as structured settlements, various available private equity funds that invested in merchant cash advance companies, the senior living industry, different real estate sectors, and a wide array of other verticals.

4. The foregoing opportunities are only made available to accredited investors, and I only discuss the potential opportunities with my clients after confirming that they are in fact accredited investors.

5. To solicit clients for my services, I would often host educational dinner presentations that would be advertised using general ads and open only to accredited investors. During the course of the dinners, I invited individuals associated with various different investment & tax planning opportunities to present information concerning various financial planning opportunities. All of the investment opportunities other than annuities were only available to accredited investors. These seminars were advertised as only being available to accredited

investors, and all RSVP's included verifying that they were accredited beforehand as step one, because I do and did not discuss any investment opportunities, or even provide educational material with respect to exempt securities without ensuring compliance with the applicable regulations. The advertisement is set forth below:

**\*ATTENTION ACCREDITED INVESTORS**

**ALTERNATIVE INVESTMENT LUNCH EVENT**

Educational Event to Learn How To EARN

**9%-15% FIXED RATE**

Interest Paid Monthly - 1 Year Term

**WED. MARCH 6th @ 1:00 PM**

**-LIMITED SEATING**  
**-OPEN DISCUSSION**  
**-MEET THE OWNER**

**THE REGIONAL**  
KITCHEN & PUBLIC HOUSE

- NO STOCK MARKET RISKS
- LOW \$50K Minimum
- IRA or Non-Qualified
- Guest Speakers

**THE REGIONAL RESTAURANT**  
651 Okeechobee Blvd, West Palm Beach, FL 33401

**CALL TODAY 561-223-1717**  
RESERVE YOUR SEAT

The United Fidelis Group  
www.FidelisPlanning.com

**\*ONLY Accredited Investors are Eligible**  
(Generally a Minimum Net Worth Test of \$1 Million or an Annual Income of \$200k per year)

6. At each of these educational seminars, I would require the attendees to execute a sign in sheet and confirm that they were accredited investors. If a person did not certify that she was an accredited investor, I did not contact him or her after that.

7. As set forth in the enclosed sign-in sheets, I required all of my attendees to certify whether they were accredited investors, because I would not speak with or otherwise discuss any potential investment with any non-accredited investors that required such.

8. During the course of the presentation, brochures, including the Brochure attached to the declaration of Renee Meyer, were made available to the attendees, who were allowed to take the information with them upon request. Renee Meyer was allowed to participate in seminars because her husband was an accredited investor.

9. The educational materials and seminars also made it clear that all of the investment opportunities that were made available and that were otherwise discussed were only available to accredited investors whose net worth was more than \$1,000,000, or who otherwise met the requirements of Rule 506(c).

10. I first met Renee Meyers and her husband Russel (“Russ”) Meyers, in my capacity as a financial advisor. At that time, Mr. Meyers contributed more than \$1,000,000 to purchase annuities. As such I knew for a fact that he was an accredited investor.

11. From March 2017 through November 2017, Russ and I spoke multiple times a week about how Russ wanted to invest his retirement funds.

12. During the course of the conversations, I told Russ that I was travelling to Philadelphia to learn about a merchant cash advance seminar. After hearing about the seminar Russ asked me to send him more information. Thereafter Russ, through Dean Vagnozzi, invested in a Merchant Cash Advance Fund. I was not involved in and do not have any knowledge of the discussions or events leading to the Russ’ investment, aside from the fact that Vagnozzi was aware of Russ’ status as an accredited investor.

13. In response to Russ’s request, I sent Russ information concerning the Par Funding Opportunity, and felt comfortable doing so because I knew that Russ was an accredited investor, and that could invest in the opportunity without having to be registered.

14. After attending the seminar, I hired Erik Weingold, Esq. to provide me with additional advice concerning how to form and structure Fidelis to ensure that it was compliant with SEC Regulations.

15. After numerous conversations with Mr. Weingold, he created Fidelis Financial Planning, LLC, as a means to invest through notes in the Merchant Cash Advance opportunities.

16. Based on Mr. Weingold's advice and counseling, we prepared an offering that would only be made available to accredited investors, so that it would allow general advertisements and be exempt from registration.

17. In reliance on Mr. Weingold's advice, we required all investors to execute a form of promissory note, which also mandated that all of our investors certify, in writing that they are accredited investors, and that they provide Fidelis with sufficient documentation to show that they were in fact accredited investors. Examples of the promissory notes that were executed by investors is attached hereto as **Composite Exhibit A**. Each investor executed the foregoing promissory note, and certified that he or she is an accredited investor.

18. All investors in Fidelis also provided me with additional documentation, including, without limitation tax returns, bank statements, and other financial records to confirm to my satisfaction that they were accredited investors.

19. Fidelis operated completely independently of Par Funding, and only engaged in arm's length transactions with Par Funding. No person or entity associated with or acting on behalf of Par Funding exercise or attempted to exercise control over or give directions to Fidelis.

20. No person or entity affiliated with Par Funding, or any of the other Defendants paid me or Fidelis money to set up Fidelis or to procure investors in Par Funding.

21. I also confirmed with every investor in Fidelis verbally that they were accredited financial investors before allowing any investors to contribute any money.

22. None of the investors that I worked with intended to directly invest their money with Par Funding. Instead, they all intended to invest with Fidelis.

23. Fidelis had the ability to invest in any merchant cash investment opportunity that would yield the best return for its investors. And while I considered options that were available for

investment, I felt that investing Fidelis' money with Par Funding was in the best interests of its investors at that time. I also re-assessed whether to remove money from Fidelis upon its term completion dates and take it to other investment vehicles at least once a year

24. While I provided various documentation & other means of media during meetings concerning investments with Fidelis, including information concerning Par Funding to potential investors, I provided them the information to show them where Fidelis was investing its money and how Fidelis was generating a return on its investments, and not to solely solicit the investment with Par Funding.

25. I also did not cause money to be transferred to Fidelis' chosen investment simultaneous with the transfer of funds.

26. Prior to investing money with entities associated with Par Funding, I provided the principals of Par Funding with written confirmation that Fidelis constituted an accredited investor, such that its investment would otherwise be exempt from registration.

27. I also told the principals of Par Funding that all of Fidelis' investors were accredited investors.

28. From the years 2018-2020, my counsel Erik Weingold filed all necessary forms and documents with the SEC, including the required Form D, to certify its exempt status.

29. In addition, I did not speak with Gary Delucco, Russ Meyers, or Marc Reikes about opportunities in investing in Fidelis, or any other entity, until after I knew and had confirmed that each of them was an accredited investor.

30. In addition, each of Delucco, Meyers, and Reikes, certified that they are accredited investors in Appendix B to the Notes, as set forth in Composite Exhibit A. Each of those notes is being provided as it is maintained in the ordinary course of business.



**DECLARATION**

I declare under penalty of perjury that the foregoing is true and correct to the best of my personal knowledge, and that I am competent and of sound mind and able to testify on the matters stated therein.

Executed on October 28, 2021

A handwritten signature in blue ink, appearing to read "M. C. Furman", written over a horizontal line.

Michael C. Furman

# **COMPOSITE EXHIBIT A**

Appendix A: Subscription Agreement

**Fidelis Financial Planning LLC**

*A Delaware Limited Liability Company*

**\$20,000,000 AGGREGATE AMOUNT 9%-15% PROMISSORY NOTES**

**400 UNITS OFFERED**

*Class A – \$50,000 up to \$99,000 principal amount one-year 9% promissory note*

*Class B – \$100,000 up to \$199,000 principal amount one-year 10% promissory note*

*Class C – \$200,000 up to \$299,000 principal amount one-year 12% promissory note*

*Class D – \$300,000 up to \$499,000 principal amount one-year 14% promissory note*

*Class E – \$500,000 and above principal amount one-year 15% promissory note*

**Offering Price: \$50,000 Per Unit**

**Minimum Subscription: One Unit**

**FOR ACCREDITED INVESTORS ONLY**

**SUBSCRIPTION AGREEMENT**

Fidelis Financial Planning LLC  
1615 Forum Place, #500  
West Palm Beach, Florida 33401

Dear Prospective Investor:

This Subscription Agreement ("Agreement") has been executed by the undersigned in connection with the exempt general solicitation offer and sale to a select group of accredited investors of investors of up to 400 units (the "Units") of the debt securities of Fidelis Financial Planning LLC (the "Company") at an offering price of \$50,000 per Unit for an aggregate offering price of \$20,000,000 (the "Offering"). Each Unit will consist of fifty (50) \$1,000 principal amount 12-month 9%-15% promissory notes (collectively, the "Notes"). Each promissory note is an unsecured debt security with a principal amount face value of \$1,000 that matures in 12 months with a 9%-15% annualized interest rate, as more fully described in the Memorandum (defined below). The minimum subscription by an investor is one Unit (\$50,000 minimum investment). The Company reserves the right in its sole discretion to sell fractionalized Units and may accept investments of less than one Unit.

The Units are being offered on a "best efforts" basis, which means that net Offering proceeds will be available to the Company upon receipt, acceptance, and clearance thereof and that no minimum amount of Unit sales will be required in order to complete and close this Offering. There can be no assurance that all of the Units offered will be subscribed for. All proceeds received by the Company from subscribers for the Units offered hereby will be deposited into one or more interest bearing accounts (but investors will have no right to such interest, which will be de minimis).

The Units and underlying Notes may also be referred to herein as "securities."

The undersigned hereby makes the following representations, warranties and agreements:

1. **Information.** The undersigned has received and carefully reviewed the Company's confidential offering memorandum dated May 1, 2018 (the "Memorandum") accompanying this Agreement. The representations and warranties herein contained shall survive the execution and delivery of this Agreement and the sale of the Units hereunder.

2. **Agreement to Subscribe.** The undersigned hereby subscribes for 1 Units at a price of \$50,000 per Unit, payment for which in the amount of \$ 50,000 is made herewith. Payment for such subscription is being made by wire transfer or by check, bank draft or money order.

The Company may accept or reject any subscription in whole or in part or otherwise alter the terms under which subscriptions may be accepted. The Company, its officers, directors, advisors, employees, current interest holders, and its and their affiliates may purchase the Units on the same basis as other subscribers.

The undersigned understands that except as provided under state securities laws, this subscription is irrevocable and that the execution and delivery of this Agreement will not constitute an agreement between the undersigned and the Company until this Agreement has been accepted by the Company.

3. **Access to Information.** The undersigned acknowledges that the undersigned is subscribing for the Units after what the undersigned deems to be adequate investigation of the business and prospects of the Company by the undersigned, or the purchaser representative(s) appointed by the undersigned. The undersigned and the undersigned's purchaser representative(s), if any, have been furnished with the Memorandum and any other materials relating to the business and operation of the Company which have been requested by them and have been given an opportunity to make any further inquiries desired of the management and any other personnel of the Company. The undersigned and the undersigned's purchaser representative(s), if any, have received complete and satisfactory answers to any such inquiries.

4. **Certain Representations.** The undersigned represents and warrants that the information submitted herewith to the Company by or on behalf of the undersigned is true and correct as of the date hereof. The undersigned further represents and warrants that:

- (a) If the undersigned is a corporation, it is duly organized, validly existing and in good standing under the laws of the state and country of its incorporation; that the corporation has the corporate power to carry on its business and to make the investment contemplated herein and that this investment is for a proper corporate purpose; that this subscription has been duly and validly authorized, executed and delivered and when accepted by the Company will constitute the valid, binding, and enforceable agreement of the undersigned; that the corporation has sufficient liquid assets to pay the full acquisition costs in connection with the Units it proposes to acquire; and that the corporation has sufficient assets such that it can afford a total loss of its investment in the Units.
- (b) If the undersigned is a partnership or association, that each individual partner or member of the partnership or association can bear the economic risks of his, her, or its pro rata share of this investment and can afford a total loss of his, her, or its investment; and that each individual partner or member has sufficient liquid assets to pay his, her, or its portion of the full acquisition costs in connection with the Units the partnership or association has agreed to acquire, has adequate means of providing for his, her, or its current needs and possible personal contingencies, and has no present need for liquidity of his, her, or its investment.
- (c) The undersigned has been advised that neither the Units nor the underlying securities are being registered under the Securities Act of 1933, as amended (the "Act"), on the basis of an applicable statutory exemption, which may include, without limitation or exclusion, Rule 506(c) of Regulation D, as may be amended from time to time, and on the representations made by the undersigned herein. The undersigned understands that no federal agency has passed on or made any recommendation or endorsement of the Units and that the Company is relying on the truth and accuracy of the representations, declarations and warranties herein made by the undersigned in offering the Units for sale to the undersigned without having first registered the same under the Act.

- (d) The undersigned is acquiring the Units for investment for the undersigned's own account and not with a view to their resale or distribution and does not intend to divide his, her, or its participation with others or to resell or otherwise dispose of all or any part of the Units unless and until they are subsequently registered under the Act, or an exemption from such registration is available.
- (e) The undersigned is an accredited investor as such term is defined in Rule 501 of Regulation D, as amended, under the Act.
- (f) The undersigned alone, or together with the undersigned's purchaser representative, has the ability to evaluate the merits and risks of an investment in the Company based upon his, her, its, or their knowledge and experience in financial and business matters.
- (g) The undersigned understands that, in the view of the Securities and Exchange Commission (the "Commission"), the applicable statutory exemption(s) referred to above would not be available if, notwithstanding the undersigned's representations, the undersigned had in mind merely acquiring the Units for immediate resale or distribution upon a market developing therefore.
- (h) The undersigned further understands that in the event Rule 144 of the Act ("Rule 144") hereafter becomes applicable to the Units, any routine sale of the Units made thereunder can be made only in limited amounts in accordance with the terms and conditions of this subscription agreement and of Rule 144 and that in the event Rule 144 is not applicable, compliance with a disclosure exemption will be required before the undersigned can transfer part or all of the Units. However, the Company shall supply the undersigned with any information necessary to enable the undersigned to make routine sales of the Units under Rule 144, if applicable, and if there shall, at such time, be a market therefore, of which there is no assurance.
- (i) The undersigned accepts the condition that, before any transfer of any of the Units can be made by the undersigned, written approval must first be obtained from the Company's counsel. The basis of such approval, which shall not be unreasonably withheld, shall be in compliance with the requirements of the federal and state statutes regulating securities. The undersigned understands that a legend to this effect may be placed on the underlying securities, and that stop transfer instructions will be issued by the Company, to its transfer agent, if any.
- (j) The undersigned understands and agrees that if the undersigned's subscription is accepted, the undersigned may be required to execute other documents to effectuate or evidence his, her, or its purchase of the Units.
- (k) No one acting on behalf of the Company has made any representation, warranty, or agreement to or with the undersigned with respect to purchase of the Units, except as described herein and in the Memorandum accompanying this Agreement.
- (l) The undersigned affirms that the information and representations contained herein, particularly those representations relating to the undersigned's general ability to bear the risks of the investment being made hereby and the undersigned's suitability as an investor are true and correct.
- (m) The undersigned is aware that the Units are a speculative investment involving a very high degree of risk and that there is no guarantee that the undersigned will realize any gain from the undersigned's investment. The undersigned is able (i) to bear the economic risk of this investment, (ii) to hold the Units indefinitely, and (iii) presently able to afford a complete loss of this investment.
- (n) The undersigned has adequate other means of providing for the undersigned's current needs and personal contingencies and therefore has no need for liquidity in this investment. The undersigned's overall commitment to investments, which are not readily marketable, is not disproportionate to the undersigned's net worth and the undersigned's investment in the Units will not cause such overall commitment to become excessive.

- (o) The undersigned represents that the funds provided for this investment are either separate property of the undersigned, community property over which the undersigned has the right of control or are otherwise funds as to which the undersigned has the right of management.
- (p) The undersigned understands the meaning and legal consequences of the representations and warranties made herein, all of which are true and correct as of the date hereof and will be true and correct as of the date of the undersigned's acquisition of the Units subscribed for herein. Each such representation and warranty shall survive such purchase.
- (q) The undersigned will indemnify and hold harmless the Company, its agents, counsel, successors, and assigns, and each of their affiliated persons, from any and all damages, losses, costs and expenses (including reasonable attorney's fees) which they, or any of them, may incur by reason of the undersigned's failure, or alleged failure, to fulfill any of the terms and conditions of this subscription or by reason of the undersigned's breach of any of his, her, or its representations and warranties contained herein.
- (r) The undersigned is a bona fide resident of the state set forth on the signature page hereof, maintains his, her, or its principal residence there and is at least 21 years of age.
- (s) The undersigned has relied on his, her, or its own legal counsel to the extent the undersigned has deemed necessary as to all legal matters and questions presented with reference to the offering and sale of the Units subscribed for herein.
- (t) The undersigned hereby agrees that this subscription is irrevocable and that the representations and warranties set forth in this Agreement shall survive the acceptance hereof by the Company.
- (u) The undersigned hereby agrees and acknowledges that the agreements and representations herein set forth shall become effective and binding upon the undersigned and the undersigned's heirs, legal representatives, successors, and assigns upon the Company's acceptance hereof.


**5. General.**

- (a) All notices or other communications given or made hereunder shall be in writing and shall be delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid, to the undersigned at the undersigned's address set forth below and to the Company at the address set forth above.
- (b) Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the internal laws of the State of Florida, without giving effect to conflicts of law.
- (c) This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties. The undersigned agrees not to transfer or assign this Agreement, or any of his, her, or its interest herein, without the express written consent of the Company.
- (d) The undersigned agrees that counsel to the Company shall not be liable for taking any action pursuant to this Agreement in the absence of willful misconduct, misfeasance, malfeasance, or fraud.
- (e) The undersigned has enclosed with this Agreement appropriate evidence of the authority of the individual executing this Agreement to act on its behalf (i.e. if a trust, a copy of the trust agreement; if a corporation, a certified corporate resolution authorizing the signature and a copy of the articles of incorporation; or if a partnership, a copy of the partnership agreement).

Subscriber Information for Issuance of Certificates for the Units as Follows:

Gary P. Pelucco  
 (Name) **Redacted**  
 (Street and No.) Jupiter, FL 33477  
 (City, State and Zip Code) **Redacted**  
 (Social Security No. or Federal Employer ID No.) **Redacted**  
 (Date of Birth) 1949

Very truly yours,

  
 (Signature of Subscriber)

Dated: October 1<sup>st</sup>, 2019

Company Acceptance of Subscription Upon Execution Below:

**Fidelis Financial Planning LLC**  
 By:   
 Dated: October 1<sup>st</sup>, 2019

**Appendix B: Accredited Investor Verification Letter**

# Fidelis Financial Planning LLC

*A Delaware Limited Liability Company*

## **\$20,000,000 AGGREGATE AMOUNT 9%-15% PROMISSORY NOTES**

### **400 UNITS OFFERED**

*Class A – \$50,000 up to \$99,000 principal amount one-year 9% promissory note*

*Class B – \$100,000 up to \$199,000 principal amount one-year 10% promissory note*

*Class C – \$200,000 up to \$299,000 principal amount one-year 12% promissory note*

*Class D – \$300,000 up to \$499,000 principal amount one-year 14% promissory note*

*Class E – \$500,000 and above principal amount one-year 15% promissory note*

**Offering Price: \$50,000 Per Unit**

**Minimum Subscription: One Unit**

### **FOR ACCREDITED INVESTORS ONLY**

To: Prospective Purchasers of up to 400 units, each unit consisting of fifty (50) \$1,000 principal amount 12-month 9%-15% promissory notes (the "**Securities**"), offered by Fidelis Financial Planning LLC (the "**Company**").

Re: **Requirement to Submit an Accredited Investor Verification Letter**

---

The Securities are being sold only to accredited investors ("**Accredited Investors**") as defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (the "**Securities Act**"). The purpose of the attached Accredited Investor Verification Letter (the "**Letter**") is to collect information from you to determine whether you are an Accredited Investor and otherwise meet the suitability criteria established by the Company for investing in the Securities.

As part of verifying your status as an Accredited Investor, you may be asked to submit supporting documentation as described in the Letter. It is possible that you were not required to submit this type of information in past offerings in which you have participated. However, the nature of this offering, together with changes made to Regulation D of the Securities Act in September 2013, as contained in new Rule 506(c) under Regulation D, impose additional obligations on the Company to verify that each investor is in fact an Accredited Investor. Accordingly, you must fully complete and sign the Letter, and deliver all required supporting documentation, before the Company will consider your proposed investment.

**By signing and submitting the Letter to the Company, you agree to provide all required supporting documentation within ten days after the date that you submit the Letter.**

All of your statements in the Letter and all required supporting documentation delivered by you or on your behalf in connection with the Letter (collectively, the "**Investor Information**") will be treated confidentially. However, you understand and agree that, upon prior notice to you, the Company



may present the Investor Information to such parties as it deems appropriate to establish that the issuance and sale of the Securities (a) is exempt from the registration requirements of the Securities Act, or (b) meets the requirements of applicable state securities laws; **provided, however**, that the Company need not give prior notice before presenting the Investor Information to its legal, accounting, and financial advisors.

You understand that the Company will rely on your representations and other statements and documents included in the Investor Information in determining your status as an Accredited Investor, your suitability for investing in the Securities, and whether to accept your subscription for the Securities.

The Company reserves the right, in its sole discretion, to verify your status as an Accredited Investor using any other methods that it may deem acceptable from time to time. However, you should not expect that the Company would accept any other such method. The Company may refuse to accept your request for investment in the Securities for any reason or for no reason.

*[Remainder of this Page Intentionally Left Blank]*

## ACCREDITED INVESTOR VERIFICATION LETTER

Fidelis Financial Planning LLC  
1615 Forum Place, #500  
West Palm Beach, Florida 33401

Dear Fidelis Financial Planning LLC:

I am submitting this Accredited Investor Verification Letter (the “**Letter**”) in connection with the offering of up to 400 units, each unit consisting of fifty (50) \$1,000 principal amount 12-month 9%-15% promissory notes (the “**Securities**”), as more fully described in the accompanying Confidential Offering Memorandum, dated May 1, 2018, of Fidelis Financial Planning LLC (the “**Company**”). I understand that the Securities are being sold only to accredited investors (“**Accredited Investors**”) as defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (the “**Securities Act**”).

I hereby represent and warrant to the Company that I qualify as an Accredited Investor on the basis that:

***(You must choose Part A or B below and check the applicable boxes.)***

A. I am a **NATURAL PERSON** and:

***(An investor using this Part A must check box (1), (2), (3), or (4).)***

(1) **Income Test:** My individual income exceeded \$200,000 in each of the two most recent years or my joint income together with my spouse exceeded \$300,000 in each of those years;

**and**

I reasonably expect to earn individual income of at least \$200,000 this year or joint income with my spouse of at least \$300,000 this year.

To support the representation in A(1) above:

***(You must check box (a), (b), or (c).)***

(a) I will deliver to the Company, copies of Form W-2, Form 1099, Schedule K-1 of Form 1065, or a filed Form 1040 for each of the two most recent years showing my income or my joint income with my spouse as reported to the IRS for each of those years. I understand that I may redact such documents to avoid disclosing personally identifiable information, such as Social Security numbers, that is not necessary to confirm annual income.

**OR**

(b) My salary or my joint salary with my spouse is publicly available information that has been reported in a document made available by the U.S. government or any state or political subdivision thereof (for example, reported in a filing with the Securities and Exchange Commission) and I will deliver to the Company, copies of such publicly available materials identifying me, or me and my spouse, by name and disclosing the relevant salary information for each of the two most recent years.

**OR**

(c) In accordance with the procedures described below under the heading “Independent Third-Party Verification,” I will assist in arranging for a registered broker-dealer, SEC-registered investment adviser, licensed attorney, or certified public accountant to deliver to the Company, written confirmation of my status as an Accredited Investor based on my individual income or my joint income together with my spouse.

~~X~~ (2) **Net Worth Test:** My individual net worth, or my joint net worth together with my spouse, exceeds \$1,000,000.

For these purposes, "net worth" means the excess of:

- total assets at fair market value (including all personal and real property, but excluding the estimated fair market value of my primary residence), minus
- total liabilities.

For these purposes, "liabilities":

- exclude any mortgage or other debt secured by my primary residence in an amount of up to the estimated fair market value of that residence; but
- include any mortgage or other debt secured by my primary residence in an amount in excess of the estimated fair market value of that residence.

I confirm that my total individual liabilities, or my total joint liabilities together with my spouse, do not exceed \$           0          . I represent that all liabilities necessary to determine my individual net worth, or my joint net worth together with my spouse, for the purpose of determining my status as an Accredited Investor are reflected in the dollar amount in the preceding sentence.

In addition, I confirm that I have not incurred any incremental mortgage or other debt secured by my primary residence in the 60 days preceding the date of this Letter, and I will not incur any incremental mortgage or other debt secured by my primary residence prior to the date of the closing for the sale of the Securities. I agree to promptly notify the Company if, between the date of this Letter and the date of the closing for the sale of the Securities, I incur any incremental mortgage or other debt secured by my primary residence.

***NOTE: If the representation in the first sentence of this paragraph is untrue or becomes untrue prior to the date of the closing for the sale of the Securities, you may still be able to invest in the Securities. However, you must first contact the Company for additional instructions on how to calculate your net worth for purposes of this offering.***

To support the representations in A(2) above:

**(You must check box (a) or (b).)**

(a) I will deliver to the Company copies of:

(i) bank statements, brokerage statements, other statements of securities holdings, certificates of deposit, tax assessments and/or appraisal reports issued by independent third parties that show my individual assets, or my joint assets together with my spouse;

**and**

(ii) A copy of a consumer credit report for me (or copies of consumer credit reports for me and my spouse) issued by TransUnion, EquiFax, or Experian.

I understand that each document described in paragraphs (i) and (ii) above must be dated no earlier than three months prior to the date of the closing for the sale of the Securities. I understand that I may redact any of these documents to avoid disclosing personally identifiable information, such as Social Security numbers, that is not necessary to confirm net worth.

**OR**

(b) In accordance with the procedures described below under the heading "Independent Third-Party Verification," I will assist in arranging for a registered broker-dealer, SEC-registered investment adviser, licensed attorney, or certified public accountant to deliver to the Company, written confirmation of my status as an Accredited Investor based on my individual net worth or my joint net worth together with my spouse.

(3) **Company Insider:** I am a manager and/or executive officer of the Company.

(4) **Existing security holder from Rule 506(b) offering before September 23, 2013.** I am an existing security holder of the Company and each of the following statements is true:

*(An investor using this Part A(4) must confirm and check all four of the boxes (a) through (d) below.)*

- (a) I have previously purchased securities issued by the Company in a Rule 506 offering as an Accredited Investor, and that offering was consummated before September 23, 2013;
- (b) I continue to hold the Company securities purchased in that Rule 506 offering;
- (c) I certify that I qualify as an Accredited Investor as of the date of this Letter; and
- (d) I undertake to promptly notify the Company if I cease to qualify as an Accredited Investor at any time between the date of this Letter and the date of the closing for the sale of the Securities.

**B.** I am a **LEGAL ENTITY** that is (*this part to be completed ONLY by investors that are corporations, partnerships, limited liability companies, trusts, or other associations or legal entities*):

*(An investor using this Part B must check at least one box below.  
NOTE: An investor that checks any of boxes B(1) through B(12) must contact the Company for additional instructions.)*

- (1) A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity.
- (2) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.
- (3) An insurance company as defined in the Securities Act.
- (4) An investment company registered under the Investment Company Act of 1940 (the “**Investment Company Act**”).
- (5) A business development company as defined in Section 2(a)(48) of the Investment Company Act.
- (6) A private business development company as defined in the Investment Advisors Act of 1940.
- (7) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or 301(d) of the Small Business Investment Act of 1958.
- (8) An organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, a limited liability company, a Massachusetts Business Trust or similar business trust, or a partnership, not formed for the specific purpose of acquiring the Securities, with total assets in excess of \$5,000,000.
- (9) A 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.

- (10) An employee benefit plan within the meaning of Title I of the Employment Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in such Act, which is either a bank, 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, the investment decisions are made solely by persons that are accredited investors.
  
- (11) A trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a “sophisticated” person.
  
- (12) An entity in which all of the equity owners are Accredited Investors.

***(NOTE: If box (12) is checked, each equity owner of the entity must individually complete and submit to the Company its own copy of this Letter.)***



INDEPENDENT THIRD-PARTY VERIFICATION

***(NOTE: An investor should only complete this section if, in Part A(1)(c) or A(2)(b) above, you have agreed to arrange for a third party to deliver written confirmation of your status as an Accredited Investor.)***

To verify my status as an Accredited Investor, I hereby request that the Company or its agents contact the following independent third party:

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

Firm name: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

- registered broker-dealer
- SEC-registered investment adviser
- licensed attorney
- certified public accountant

***(NOTE: You must check one of the boxes above. If none are applicable, then you may not rely on independent third-party verification and you must instead directly submit to the Company copies of the other supporting documentation described in Part A(1)(a), A(1)(b), or A(2)(a) above.)***

I understand that the Company will send to the person or firm named above a Verification Letter substantially in the form attached as Annex A hereto. I have informed the person named above that the Company will contact him or her to verify my status as an Accredited Investor, and I hereby authorize the Company and its agents to communicate with the person or firm named above to obtain such verification.

**I understand that I am solely responsible for paying any fees charged by the person or firm named above in connection with verifying my status as an Accredited Investor.**

### SUPPORTING DOCUMENTATION

Within ten days after the date that I submit this Letter to the Company, I will deliver to the Company, or arrange to have delivered to the Company on my behalf, all required supporting documentation.

**All supporting documentation must be submitted to the Company either electronically, in PDF form, to Michael Furman, President, via email: MFurman@UnitedFidelisGroup.com, or by mail or overnight service to: Fidelis Financial Planning LLC, 1615 Forum Place, #500, West Palm Beach, Florida 33401.**

I understand that the Company may request additional supporting documentation from me in order to verify my status as an Accredited Investor, and I hereby agree to promptly provide any such additional supporting documentation.

I further understand that, even if I complete and execute this Letter and provide all additional supporting documentation requested by the Company, the Company may in its sole discretion refuse to accept my subscription for the Securities for any reason or for no reason.

### RELIANCE ON REPRESENTATIONS: INDEMNITY

I understand that the Company is relying upon my representations in the Letter and upon the supporting documentation to be delivered by me or on my behalf in connection with the Letter (collectively, the “**Investor Information**”). I agree to indemnify and hold harmless the Company, and its managers, officers, members, representatives, agents, legal counsel, affiliates, and assigns, and any person who controls any of the foregoing, against any and all loss, liability, claim, damage and expense (including attorneys' fees) arising out of or based upon any misstatement or omission in the Investor Information or any failure by me to comply with any covenant or agreement made by me in the Investor Information.

### SHARING OF INVESTOR INFORMATION

I understand and agree that the Company and its agents may present the Investor Information to such parties as they deem appropriate to establish that the issuance and sale of the Securities (a) is exempt from the registration requirements of the Securities Act, or (b) meets the requirements of applicable state securities laws.

INVESTOR'S SIGNATURE AND CONTACT INFORMATION

Date: 10-1-2019

Name: Gary Delucco

Signature:  Gary Delucco

Email address: **Redacted**

Mailing address: Jupiter, FL 33477

Telephone number: \_\_\_\_\_

SPOUSE'S SIGNATURE AND CONTACT INFORMATION

*(NOTE: The investor's spouse need only sign this letter if the investor is a natural person proving its accredited investor status based on joint income or joint net worth with the spouse under Part A(1)(a) or Part A(2)(a). A spouse who signs this letter makes all representations set out in this letter, including those relating to joint income or joint net worth, as applicable.)*

Date: 10-1-2019

Name: Deborah Delucco

Signature:  Deborah Delucco

Email address: **Redacted**

Mailing address: Jupiter FL 33477

Telephone number: \_\_\_\_\_

**Annex A: Form of Independent Third-Party Verification Letter**

**FIDELIS FINANCIAL PLANNING LLC  
1615 FORUM PLACE, #500  
WEST PALM BEACH, FLORIDA 33401  
(561) 623-0913**

[Firm Name or Individual Name of Independent Third-Party]  
[Address for Independent Third-Party]

Dear [Mr./Mrs.] [NAME]:

Your client, [NAME OF PROSPECTIVE INVESTOR] (the “**Prospective Investor**”), has asked us to contact you directly to request that you verify the Prospective Investor’s status as an “accredited investor” as that term is defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (an “**Accredited Investor**”). We are requesting this verification to ensure that the Prospective Investor is eligible to participate in a placement of securities (the “**Offering**”) by Fidelis Financial Planning LLC (the “**Company**”) that is only open to Accredited Investors.

Based on representations made to us by the Prospective Investor, we understand that you are [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney/a certified public accountant]. We further understand that the Prospective Investor qualifies as an Accredited Investor based on [his/her] [income/net worth] (calculated pursuant to Rule 501(a) of Regulation D), and that you have undertaken an independent analysis of the Prospective Investor’s status as an Accredited Investor at least once during the three-month period preceding the date of this letter.

Kindly check box (a) or (b) below and complete the blank, as applicable:

(a) I am [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney in good standing under the laws of the jurisdictions in which I am admitted to practice/a certified public accountant duly registered and in good standing under the laws of the jurisdiction of my residence or principal office]. I have taken reasonable steps to verify that the Prospective Investor is an Accredited Investor based on [his/her] [income/net worth] (whether individual or together with [his/her] spouse) and, based on those steps, I have determined that the Prospective Investor is an Accredited Investor. The most recent date as of which I have made such determination is \_\_\_\_\_ . To my knowledge after reasonable investigation, no facts, circumstances, or events have arisen after that date that lead me to believe that the Prospective Investor has ceased to be an Accredited Investor. I acknowledge that the Company will rely on this letter in determining the Prospective Investor’s eligibility to participate in the Offering and I consent to such reliance.

(b) I cannot confirm the Prospective Investor's status as an Accredited Investor.

Once completed, please sign below and submit a copy of the countersigned letter to the Company by (a) emailing it in PDF form to (a) MFurman@UnitedFidelisGroup.com; or (b) mailing it to Fidelis Financial Planning LLC, 1615 Forum Place, #500, West Palm Beach, Florida 33401.

Sincerely,

**FIDELIS FINANCIAL PLANNING LLC**

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

Name:

Title:

Date:

**Countersigned:**

[FIRM NAME]

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

Name:

Title:

Date:

cc: [NAME OF PROSPECTIVE INVESTOR]

*(NOTE: If you prefer to use a different form of documentation to confirm the Prospective Investor's status as an Accredited Investor, please submit your alternative form of verification to the Company using one of the methods listed in the last full paragraph above. Note that if you use a different form of verification, it must be signed and dated, and include, at a minimum: (a) confirmation of your status as [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney in good standing under the laws of the jurisdictions in which you are admitted to practice/a certified public accountant duly registered and in good standing under the laws of the jurisdiction of your residence or principal office]; (b) a statement that you have taken reasonable steps to verify that the Prospective Investor qualifies as an Accredited Investor based on [his/her] [income/net worth]; (c) a statement that, based on those steps, you have determined that the Prospective Investor is an Accredited Investor; (d) the date as of which you most recently made that determination; (e) a statement that, to your knowledge after reasonable investigation, no facts, circumstances or events have arisen after that date that lead you to believe that the Prospective Investor has ceased to be an Accredited Investor; and (f) an acknowledgement that the Company will rely on your letter in determining the Prospective Investor's eligibility to participate in the Offering and your consent to such reliance.)*

**Appendix C: Form of Promissory Note**

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

**Fidelis Financial Planning LLC**

*A Delaware Limited Liability Company*

**\$20,000,000 AGGREGATE AMOUNT 9%-15% PROMISSORY NOTES**

**400 UNITS OFFERED**

- Class A – \$50,000 up to \$99,000 principal amount one-year 9% promissory note*
- Class B – \$100,000 up to \$199,000 principal amount one-year 10% promissory note*
- Class C – \$200,000 up to \$299,000 principal amount one-year 12% promissory note*
- Class D – \$300,000 up to \$499,000 principal amount one-year 14% promissory note*
- Class E – \$500,000 and above principal amount one-year 15% promissory note*

**Offering Price: \$50,000 Per Unit**

**Minimum Subscription: One Unit**

Certificate No.: D-2760

Issuance Date: \_\_\_\_\_

Principal Amount: \$ 50,000

Maturity Date: \_\_\_\_\_

Holder: Gary P. Pelocco

Interest Rate: 9%

Date: 10-1-2019

Fidelis Financial Planning LLC, a Delaware limited liability company, with a business address at 1615 Forum Place, #500, West Palm Beach, Florida 33401, is offering up to 400 units comprised of fifty (50) \$1,000 principal amount 12-month 9%-15% promissory notes per unit (the "Units") for an aggregate offering price of \$20,000,000 (the "Offering"). Each promissory note is an unsecured debt security consisting of a \$1,000 principal amount 12-month 9% - 15% note (depending on the number of Units purchased) (the "Notes"). The minimum subscription by an investor is one Unit (\$50,000 minimum investment).

Fidelis Financial Planning LLC (the "Maker"), for value received, promises to pay to the individual and/or legal entity designated in this Note as the "Holder," the principal sum of \$50,000 (\$ 50k) Dollars. The Notes will have an annual rate of return of 9 % percent, simple interest, over the term thereof, with a maturity date of 12 months from date of issuance this Note, unless extend at the election of the Holder as provided herein (the "Maturity Date"). The Holder will be entitled to receive interest accrued at an annual rate of 9 % of the principal amount of the Notes held, to be paid out whenever funds are legally available and when and as declared by the Maker's officer(s) and/or manager(s). The Maker may pay interest in cash or capitalize interest to principal, on a monthly basis. The Notes being offered by the Company are not secured. Interest shall accrue annually and be based on the commencement date of the Note. The entire principal shall be due and payable to the Holder no later than the Maturity Date. The Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

Interest on Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months. Interest will begin to accrue on the 10<sup>th</sup> day or 25<sup>th</sup> day of each month depending upon the date on which payment for the Note was received by the Company. Applicable return payments will be made on 13<sup>th</sup> or the 28<sup>th</sup> of each month thereafter, in arrears, as appropriate.

The Company may at any time or from time to time make a voluntary prepayment, plus any accrued interest at a prorated rate, whether in full or in part, of the Notes, without premium or penalty. No interest shall accrue past the date of a pre-payment in full of any such Note.

#### 1. NOTES

The Notes represented by this document are in the principal amount set forth above, and are offered for sale by the Maker, pursuant to the terms, conditions and information contained in that certain "Confidential Offering Memorandum" dated May 1, 2018. The Notes shall be senior debt of the Maker.



**2. EVENTS OF DEFAULT**

A default shall be defined as one or more of the following events (“Event of Default”) occurring and continuing:

- (a) The Maker shall fail to pay any interest and/or principal payments on the Notes when due and declared payable by the Maker for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.
- (b) The Maker shall dissolve or terminate the existence of the Maker.
- (c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of the Notes may, by written notice to the Maker, declare the unpaid principal amount and all accrued and unpaid interest of the Notes immediately due and payable.

**3. NO SECURITY FOR PAYMENT OF THE NOTES**

The Notes offered by the Maker are unsecured.

**4. STATUS OF HOLDER**

The Maker may treat the Holder of the Notes as the absolute owner of the Notes for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

**5. LIQUIDATION**

Upon liquidation, an investor will have the right to receive repayment of all unpaid principal and interest due on the Notes. A sale, merger, reorganization or similar transaction will be treated as a liquidation event.

**6. NO REDEMPTION**

The Holder has no right to redeem the Notes.

**7. SECURITIES ACT RESTRICTIONS**

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

**8. TERM**

The Notes will mature 12 months from the date set forth on this certificate.

**9. ATTORNEYS' FEES**


The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs and collection expense.

**10. MISCELLANEOUS.**

- (a) Successors and Assigns. The Holder may not assign, transfer or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.
- (b) Entire Agreement. Subject to and in addition to all terms, conditions, representations and warranties in the Subscription Agreement executed by the Holder, this Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.
- (c) Notices. All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefor, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth below (or such other address as may hereafter be designated by either party in writing in accordance with this Section 10). Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.
- (d) Section Headings. The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.
- (e) Severability. If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.
- (f) Applicable Law. This Note shall be deemed to have been made in the State of Delaware, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Jersey without regard to conflict of laws rules applied in the State of Delaware. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Pennsylvania with respect to any action or proceeding brought with respect to this Note.

**MAKER:**


Fidelis Financial Planning LLC

By: 

Michael Furman, President

Date: 10-1-19

**HOLDER:**



Print Name: Gary P. Pelucco

Date: 10-1-2019

Signature

If (a) natural person(s):

Gary P. Delucco  
(print name)

Gary P. Delucco  
Signature

Date: 10/17/18


10-1-2019  
If Investor is other than a natural person:

(print name)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Deborah M. Delucco  
(print name)

Deborah M. Delucco  
Signature

Date: 10/17/18 

10-1-19

Please attach a voided check to this form and return to:

The United Fidelis Group  
1615 Forum Place, Suite 500  
West Palm Beach, FL 33401

GARY P. DELUCCO  
DEBORAH M. DELUCCO  
PH. 561-379-7682  
106 OLYMPUS WAY  
JUPITER, FL 33477

50-9245/631

839

DATE \_\_\_\_\_

PAY TO  
THE ORDER OF

VOID  
VOID

\$ VOID

DOLLARS



Security Features  
Include  
Details on Back.



MEMO

VOID

MP

Redacted

SPECIALTY INK

Appendix A: Subscription Agreement

**Fidelis Financial Planning LLC**

*A Delaware Limited Liability Company*

**\$20,000,000 AGGREGATE AMOUNT 9%-15% PROMISSORY NOTES**

**400 UNITS OFFERED**

- Class A – \$50,000 up to \$99,000 principal amount one-year 9% promissory note*
- Class B – \$100,000 up to \$199,000 principal amount one-year 10% promissory note*
- Class C – \$200,000 up to \$299,000 principal amount one-year 12% promissory note*
- Class D – \$300,000 up to \$499,000 principal amount one-year 14% promissory note*
- Class E – \$500,000 and above principal amount one-year 15% promissory note*

**Offering Price: \$50,000 Per Unit**

**Minimum Subscription: One Unit**

FOR ACCREDITED INVESTORS ONLY

SUBSCRIPTION AGREEMENT

Fidelis Financial Planning LLC  
1615 Forum Place, #500  
West Palm Beach, Florida 33401

Dear Prospective Investor:

This Subscription Agreement ("Agreement") has been executed by the undersigned in connection with the exempt general solicitation offer and sale to a select group of accredited investors of investors of up to 400 units (the "Units") of the debt securities of Fidelis Financial Planning LLC (the "Company") at an offering price of \$50,000 per Unit for an aggregate offering price of \$20,000,000 (the "Offering"). Each Unit will consist of fifty (50) \$1,000 principal amount 12-month 9%-15% promissory notes (collectively, the "Notes"). Each promissory note is an unsecured debt security with a principal amount face value of \$1,000 that matures in 12 months with a 9%-15% annualized interest rate, as more fully described in the Memorandum (defined below). The minimum subscription by an investor is one Unit (\$50,000 minimum investment). The Company reserves the right in its sole discretion to sell fractionalized Units and may accept investments of less than one Unit.

The Units are being offered on a "best efforts" basis, which means that net Offering proceeds will be available to the Company upon receipt, acceptance, and clearance thereof and that no minimum amount of Unit sales will be required in order to complete and close this Offering. There can be no assurance that all of the Units offered will be subscribed for. All proceeds received by the Company from subscribers for the Units offered hereby will be deposited into one or more interest bearing accounts (but investors will have no right to such interest, which will be de minimis).

The Units and underlying Notes may also be referred to herein as "securities."

The undersigned hereby makes the following representations, warranties and agreements:

1. **Information.** The undersigned has received and carefully reviewed the Company's confidential offering memorandum dated May 1, 2018 (the "Memorandum") accompanying this Agreement. The representations and warranties herein contained shall survive the execution and delivery of this Agreement and the sale of the Units hereunder.

2. **Agreement to Subscribe.** The undersigned hereby subscribes for 8.4 Units at a price of \$50,000 per Unit, payment for which in the amount of \$ 420,000 is made herewith. Payment for such subscription is being made by wire transfer or by check, bank draft or money order.

The Company may accept or reject any subscription in whole or in part or otherwise alter the terms under which subscriptions may be accepted. The Company, its officers, directors, advisors, employees, current interest holders, and its and their affiliates may purchase the Units on the same basis as other subscribers.

The undersigned understands that except as provided under state securities laws, this subscription is irrevocable and that the execution and delivery of this Agreement will not constitute an agreement between the undersigned and the Company until this Agreement has been accepted by the Company.

3. **Access to Information.** The undersigned acknowledges that the undersigned is subscribing for the Units after what the undersigned deems to be adequate investigation of the business and prospects of the Company by the undersigned, or the purchaser representative(s) appointed by the undersigned. The undersigned and the undersigned's purchaser representative(s), if any, have been furnished with the Memorandum and any other materials relating to the business and operation of the Company which have been requested by them and have been given an opportunity to make any further inquiries desired of the management and any other personnel of the Company. The undersigned and the undersigned's purchaser representative(s), if any, have received complete and satisfactory answers to any such inquiries.

4. **Certain Representations.** The undersigned represents and warrants that the information submitted herewith to the Company by or on behalf of the undersigned is true and correct as of the date hereof. The undersigned further represents and warrants that:

- (a) If the undersigned is a corporation, it is duly organized, validly existing and in good standing under the laws of the state and country of its incorporation; that the corporation has the corporate power to carry on its business and to make the investment contemplated herein and that this investment is for a proper corporate purpose; that this subscription has been duly and validly authorized, executed and delivered and when accepted by the Company will constitute the valid, binding, and enforceable agreement of the undersigned; that the corporation has sufficient liquid assets to pay the full acquisition costs in connection with the Units it proposes to acquire; and that the corporation has sufficient assets such that it can afford a total loss of its investment in the Units.
- (b) If the undersigned is a partnership or association, that each individual partner or member of the partnership or association can bear the economic risks of his, her, or its pro rata share of this investment and can afford a total loss of his, her, or its investment; and that each individual partner or member has sufficient liquid assets to pay his, her, or its portion of the full acquisition costs in connection with the Units the partnership or association has agreed to acquire, has adequate means of providing for his, her, or its current needs and possible personal contingencies, and has no present need for liquidity of his, her, or its investment.
- (c) The undersigned has been advised that neither the Units nor the underlying securities are being registered under the Securities Act of 1933, as amended (the "Act"), on the basis of an applicable statutory exemption, which may include, without limitation or exclusion, Rule 506(c) of Regulation D, as may be amended from time to time, and on the representations made by the undersigned herein. The undersigned understands that no federal agency has passed on or made any recommendation or endorsement of the Units and that the Company is relying on the truth and accuracy of the representations, declarations and warranties herein made by the undersigned in offering the Units for sale to the undersigned without having first registered the same under the Act.

- (d) The undersigned is acquiring the Units for investment for the undersigned's own account and not with a view to their resale or distribution and does not intend to divide his, her, or its participation with others or to resell or otherwise dispose of all or any part of the Units unless and until they are subsequently registered under the Act, or an exemption from such registration is available.
- (e) The undersigned is an accredited investor as such term is defined in Rule 501 of Regulation D, as amended, under the Act.
- (f) The undersigned alone, or together with the undersigned's purchaser representative, has the ability to evaluate the merits and risks of an investment in the Company based upon his, her, its, or their knowledge and experience in financial and business matters.
- (g) The undersigned understands that, in the view of the Securities and Exchange Commission (the "Commission"), the applicable statutory exemption(s) referred to above would not be available if, notwithstanding the undersigned's representations, the undersigned had in mind merely acquiring the Units for immediate resale or distribution upon a market developing therefore.
- (h) The undersigned further understands that in the event Rule 144 of the Act ("Rule 144") hereafter becomes applicable to the Units, any routine sale of the Units made thereunder can be made only in limited amounts in accordance with the terms and conditions of this subscription agreement and of Rule 144 and that in the event Rule 144 is not applicable, compliance with a disclosure exemption will be required before the undersigned can transfer part or all of the Units. However, the Company shall supply the undersigned with any information necessary to enable the undersigned to make routine sales of the Units under Rule 144, if applicable, and if there shall, at such time, be a market therefore, of which there is no assurance.
- (i) The undersigned accepts the condition that, before any transfer of any of the Units can be made by the undersigned, written approval must first be obtained from the Company's counsel. The basis of such approval, which shall not be unreasonably withheld, shall be in compliance with the requirements of the federal and state statutes regulating securities. The undersigned understands that a legend to this effect may be placed on the underlying securities, and that stop transfer instructions will be issued by the Company, to its transfer agent, if any.
- (j) The undersigned understands and agrees that if the undersigned's subscription is accepted, the undersigned may be required to execute other documents to effectuate or evidence his, her, or its purchase of the Units.
- (k) No one acting on behalf of the Company has made any representation, warranty, or agreement to or with the undersigned with respect to purchase of the Units, except as described herein and in the Memorandum accompanying this Agreement.
- (l) The undersigned affirms that the information and representations contained herein, particularly those representations relating to the undersigned's general ability to bear the risks of the investment being made hereby and the undersigned's suitability as an investor are true and correct.
- (m) The undersigned is aware that the Units are a speculative investment involving a very high degree of risk and that there is no guarantee that the undersigned will realize any gain from the undersigned's investment. The undersigned is able (i) to bear the economic risk of this investment, (ii) to hold the Units indefinitely, and (iii) presently able to afford a complete loss of this investment.
- (n) The undersigned has adequate other means of providing for the undersigned's current needs and personal contingencies and therefore has no need for liquidity in this investment. The undersigned's overall commitment to investments, which are not readily marketable, is not disproportionate to the undersigned's net worth and the undersigned's investment in the Units will not cause such overall commitment to become excessive.



- (o) The undersigned represents that the funds provided for this investment are either separate property of the undersigned, community property over which the undersigned has the right of control or are otherwise funds as to which the undersigned has the right of management.
- (p) The undersigned understands the meaning and legal consequences of the representations and warranties made herein, all of which are true and correct as of the date hereof and will be true and correct as of the date of the undersigned's acquisition of the Units subscribed for herein. Each such representation and warranty shall survive such purchase.
- (q) The undersigned will indemnify and hold harmless the Company, its agents, counsel, successors, and assigns, and each of their affiliated persons, from any and all damages, losses, costs and expenses (including reasonable attorney's fees) which they, or any of them, may incur by reason of the undersigned's failure, or alleged failure, to fulfill any of the terms and conditions of this subscription or by reason of the undersigned's breach of any of his, her, or its representations and warranties contained herein.
- (r) The undersigned is a bona fide resident of the state set forth on the signature page hereof, maintains his, her, or its principal residence there and is at least 21 years of age.
- (s) The undersigned has relied on his, her, or its own legal counsel to the extent the undersigned has deemed necessary as to all legal matters and questions presented with reference to the offering and sale of the Units subscribed for herein.
- (t) The undersigned hereby agrees that this subscription is irrevocable and that the representations and warranties set forth in this Agreement shall survive the acceptance hereof by the Company.
- (u) The undersigned hereby agrees and acknowledges that the agreements and representations herein set forth shall become effective and binding upon the undersigned and the undersigned's heirs, legal representatives, successors, and assigns upon the Company's acceptance hereof.

**5. General.**

- (a) All notices or other communications given or made hereunder shall be in writing and shall be delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid, to the undersigned at the undersigned's address set forth below and to the Company at the address set forth above.
- (b) Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the internal laws of the State of Florida, without giving effect to conflicts of law.
- (c) This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties. The undersigned agrees not to transfer or assign this Agreement, or any of his, her, or its interest herein, without the express written consent of the Company.
- (d) The undersigned agrees that counsel to the Company shall not be liable for taking any action pursuant to this Agreement in the absence of willful misconduct, misfeasance, malfeasance, or fraud.
- (e) The undersigned has enclosed with this Agreement appropriate evidence of the authority of the individual executing this Agreement to act on its behalf (i.e. if a trust, a copy of the trust agreement; if a corporation, a certified corporate resolution authorizing the signature and a copy of the articles of incorporation; or if a partnership, a copy of the partnership agreement).

Subscriber Information for Issuance of Certificates for the Units as Follows:

Russell J Meyer  
(Name)

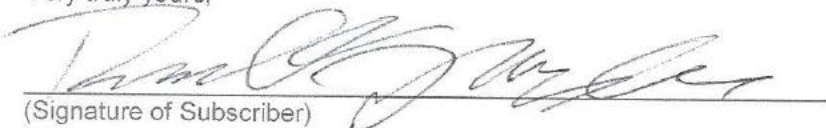
Redacted  
(Street and N

Palm City, FL 34990  
(City, State and Zip Code)

Redacted  
(Social Security No. or Federal Employer ID No.)

Redacted 957  
(Date of Birth)

Very truly yours,

  
(Signature of Subscriber)

Dated: March 2<sup>nd</sup>, 2020

Company Acceptance of Subscription Upon Execution Below:

Fidelis Financial Planning LLC

By: 

Dated: March 2<sup>nd</sup>, 2020

Appendix B: Accredited Investor Verification Letter

## Fidelis Financial Planning LLC

*A Delaware Limited Liability Company*

**\$20,000,000 AGGREGATE AMOUNT 9%-15% PROMISSORY NOTES**

### **400 UNITS OFFERED**

*Class A – \$50,000 up to \$99,000 principal amount one-year 9% promissory note*

*Class B – \$100,000 up to \$199,000 principal amount one-year 10% promissory note*

*Class C – \$200,000 up to \$299,000 principal amount one-year 12% promissory note*

*Class D – \$300,000 up to \$499,000 principal amount one-year 14% promissory note*

*Class E – \$500,000 and above principal amount one-year 15% promissory note*

**Offering Price: \$50,000 Per Unit**

**Minimum Subscription: One Unit**

### FOR ACCREDITED INVESTORS ONLY

To: Prospective Purchasers of up to 400 units, each unit consisting of fifty (50) \$1,000 principal amount 12-month 9%-15% promissory notes (the "**Securities**"), offered by Fidelis Financial Planning LLC (the "**Company**").

Re: **Requirement to Submit an Accredited Investor Verification Letter**

---

The Securities are being sold only to accredited investors ("**Accredited Investors**") as defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (the "**Securities Act**"). The purpose of the attached Accredited Investor Verification Letter (the "**Letter**") is to collect information from you to determine whether you are an Accredited Investor and otherwise meet the suitability criteria established by the Company for investing in the Securities.

As part of verifying your status as an Accredited Investor, you may be asked to submit supporting documentation as described in the Letter. It is possible that you were not required to submit this type of information in past offerings in which you have participated. However, the nature of this offering, together with changes made to Regulation D of the Securities Act in September 2013, as contained in new Rule 506(c) under Regulation D, impose additional obligations on the Company to verify that each investor is in fact an Accredited Investor. Accordingly, you must fully complete and sign the Letter, and deliver all required supporting documentation, before the Company will consider your proposed investment.

**By signing and submitting the Letter to the Company, you agree to provide all required supporting documentation within ten days after the date that you submit the Letter.**

All of your statements in the Letter and all required supporting documentation delivered by you or on your behalf in connection with the Letter (collectively, the "**Investor Information**") will be treated confidentially. However, you understand and agree that, upon prior notice to you, the Company

may present the Investor Information to such parties as it deems appropriate to establish that the issuance and sale of the Securities (a) is exempt from the registration requirements of the Securities Act, or (b) meets the requirements of applicable state securities laws; **provided, however**, that the Company need not give prior notice before presenting the Investor Information to its legal, accounting, and financial advisors.

You understand that the Company will rely on your representations and other statements and documents included in the Investor Information in determining your status as an Accredited Investor, your suitability for investing in the Securities, and whether to accept your subscription for the Securities.

The Company reserves the right, in its sole discretion, to verify your status as an Accredited Investor using any other methods that it may deem acceptable from time to time. However, you should not expect that the Company would accept any other such method. The Company may refuse to accept your request for investment in the Securities for any reason or for no reason.

*[Remainder of this Page Intentionally Left Blank]*

**ACCREDITED INVESTOR VERIFICATION LETTER**

Fidelis Financial Planning LLC  
1615 Forum Place, #500  
West Palm Beach, Florida 33401

Dear Fidelis Financial Planning LLC:

I am submitting this Accredited Investor Verification Letter (the "**Letter**") in connection with the offering of up to 400 units, each unit consisting of fifty (50) \$1,000 principal amount 12-month 9%-15% promissory notes (the "**Securities**"), as more fully described in the accompanying Confidential Offering Memorandum, dated May 1, 2018, of Fidelis Financial Planning LLC (the "**Company**"). I understand that the Securities are being sold only to accredited investors ("**Accredited Investors**") as defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (the "**Securities Act**").

I hereby represent and warrant to the Company that I qualify as an Accredited Investor on the basis that:

***(You must choose Part A or B below and check the applicable boxes.)***

A. I am a NATURAL PERSON and:

***(An investor using this Part A must check box (1), (2), (3), or (4).)***

(1) **Income Test:** My individual income exceeded \$200,000 in each of the two most recent years or my joint income together with my spouse exceeded \$300,000 in each of those years;

**and**

I reasonably expect to earn individual income of at least \$200,000 this year or joint income with my spouse of at least \$300,000 this year.

To support the representation in A(1) above:

***(You must check box (a), (b), or (c).)***

- (a) I will deliver to the Company, copies of Form W-2, Form 1099, Schedule K-1 of Form 1065, or a filed Form 1040 for each of the two most recent years showing my income or my joint income with my spouse as reported to the IRS for each of those years. I understand that I may redact such documents to avoid disclosing personally identifiable information, such as Social Security numbers, that is not necessary to confirm annual income.

**OR**

- (b) My salary or my joint salary with my spouse is publicly available information that has been reported in a document made available by the U.S. government or any state or political subdivision thereof (for example, reported in a filing with the Securities and Exchange Commission) and I will deliver to the Company, copies of such publicly available materials identifying me, or me and my spouse, by name and disclosing the relevant salary information for each of the two most recent years.

**OR**

- (c) In accordance with the procedures described below under the heading "Independent Third-Party Verification," I will assist in arranging for a registered broker-dealer, SEC-registered investment adviser, licensed attorney, or certified public accountant to deliver to the Company, written confirmation of my status as an Accredited Investor based on my individual income or my joint income together with my spouse.

~~V~~(2) **Net Worth Test:** My individual net worth, or my joint net worth together with my spouse, exceeds \$1,000,000.

**For these purposes, "net worth" means the excess of:**

- **total assets at fair market value (including all personal and real property, but excluding the estimated fair market value of my primary residence), minus**
- **total liabilities.**

**For these purposes, "liabilities":**

- **exclude any mortgage or other debt secured by my primary residence in an amount of up to the estimated fair market value of that residence; but**
- **include any mortgage or other debt secured by my primary residence in an amount in excess of the estimated fair market value of that residence.**

I confirm that my total individual liabilities, or my total joint liabilities together with my spouse, do not exceed \$ 0. I represent that all liabilities necessary to determine my individual net worth, or my joint net worth together with my spouse, for the purpose of determining my status as an Accredited Investor are reflected in the dollar amount in the preceding sentence.

In addition, I confirm that I have not incurred any incremental mortgage or other debt secured by my primary residence in the 60 days preceding the date of this Letter, and I will not incur any incremental mortgage or other debt secured by my primary residence prior to the date of the closing for the sale of the Securities. I agree to promptly notify the Company if, between the date of this Letter and the date of the closing for the sale of the Securities, I incur any incremental mortgage or other debt secured by my primary residence.

***NOTE: If the representation in the first sentence of this paragraph is untrue or becomes untrue prior to the date of the closing for the sale of the Securities, you may still be able to invest in the Securities. However, you must first contact the Company for additional instructions on how to calculate your net worth for purposes of this offering.***

To support the representations in A(2) above:

**(You must check box (a) or (b).)**

(a) I will deliver to the Company copies of:

(i) bank statements, brokerage statements, other statements of securities holdings, certificates of deposit, tax assessments and/or appraisal reports issued by independent third parties that show my individual assets, or my joint assets together with my spouse;

**and**

(ii) A copy of a consumer credit report for me (or copies of consumer credit reports for me and my spouse) issued by TransUnion, EquiFax, or Experian.

I understand that each document described in paragraphs (i) and (ii) above must be dated no earlier than three months prior to the date of the closing for the sale of the Securities. I understand that I may redact any of these documents to avoid disclosing personally identifiable information, such as Social Security numbers, that is not necessary to confirm net worth.

**OR**

(b) In accordance with the procedures described below under the heading "Independent Third-Party Verification," I will assist in arranging for a registered broker-dealer, SEC-registered investment adviser, licensed attorney, or certified public accountant to deliver to the Company, written confirmation of my status as an Accredited Investor based on my individual net worth or my joint net worth together with my spouse.



(3) **Company Insider:** I am a manager and/or executive officer of the Company.

(4) **Existing security holder from Rule 506(b) offering before September 23, 2013.** I am an existing security holder of the Company and each of the following statements is true:

***(An investor using this Part A(4) must confirm and check all four of the boxes (a) through (d) below.)***

- (a) I have previously purchased securities issued by the Company in a Rule 506 offering as an Accredited Investor, and that offering was consummated before September 23, 2013;
- (b) I continue to hold the Company securities purchased in that Rule 506 offering;
- (c) I certify that I qualify as an Accredited Investor as of the date of this Letter; and
- (d) I undertake to promptly notify the Company if I cease to qualify as an Accredited Investor at any time between the date of this Letter and the date of the closing for the sale of the Securities.

**B.** I am a **LEGAL ENTITY** that is (*this part to be completed ONLY by investors that are corporations, partnerships, limited liability companies, trusts, or other associations or legal entities*):

**(An investor using this Part B must check at least one box below. NOTE: An investor that checks any of boxes B(1) through B(12) must contact the Company for additional instructions.)**

- (1) A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity.
- (2) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.
- (3) An insurance company as defined in the Securities Act.
- (4) An investment company registered under the Investment Company Act of 1940 (the “**Investment Company Act**”).
- (5) A business development company as defined in Section 2(a)(48) of the Investment Company Act.
- (6) A private business development company as defined in the Investment Advisors Act of 1940.
- (7) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or 301(d) of the Small Business Investment Act of 1958.
- (8) An organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, a limited liability company, a Massachusetts Business Trust or similar business trust, or a partnership, not formed for the specific purpose of acquiring the Securities, with total assets in excess of \$5,000,000.
- (9) A 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.

- (10) An employee benefit plan within the meaning of Title I of the Employment Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in such Act, which is either a bank, 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, the investment decisions are made solely by persons that are accredited investors.
- (11) A trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a “sophisticated” person.
- (12) An entity in which all of the equity owners are Accredited Investors.

***(NOTE: If box (12) is checked, each equity owner of the entity must individually complete and submit to the Company its own copy of this Letter.)***

INDEPENDENT THIRD-PARTY VERIFICATION

***(NOTE: An investor should only complete this section if, in Part A(1)(c) or A(2)(b) above, you have agreed to arrange for a third party to deliver written confirmation of your status as an Accredited Investor.)***

To verify my status as an Accredited Investor, I hereby request that the Company or its agents contact the following independent third party:

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

Firm name: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

- registered broker-dealer
- SEC-registered investment adviser
- licensed attorney
- certified public accountant

***(NOTE: You must check one of the boxes above. If none are applicable, then you may not rely on independent third-party verification and you must instead directly submit to the Company copies of the other supporting documentation described in Part A(1)(a), A(1)(b), or A(2)(a) above.)***

I understand that the Company will send to the person or firm named above a Verification Letter substantially in the form attached as Annex A hereto. I have informed the person named above that the Company will contact him or her to verify my status as an Accredited Investor, and I hereby authorize the Company and its agents to communicate with the person or firm named above to obtain such verification.

**I understand that I am solely responsible for paying any fees charged by the person or firm named above in connection with verifying my status as an Accredited Investor.**

### SUPPORTING DOCUMENTATION

Within ten days after the date that I submit this Letter to the Company, I will deliver to the Company, or arrange to have delivered to the Company on my behalf, all required supporting documentation.

**All supporting documentation must be submitted to the Company either electronically, in PDF form, to Michael Furman, President, via email: MFurman@UnitedFidelisGroup.com, or by mail or overnight service to: Fidelis Financial Planning LLC, 1615 Forum Place, #500, West Palm Beach, Florida 33401.**

I understand that the Company may request additional supporting documentation from me in order to verify my status as an Accredited Investor, and I hereby agree to promptly provide any such additional supporting documentation.

I further understand that, even if I complete and execute this Letter and provide all additional supporting documentation requested by the Company, the Company may in its sole discretion refuse to accept my subscription for the Securities for any reason or for no reason.

### RELIANCE ON REPRESENTATIONS; INDEMNITY

I understand that the Company is relying upon my representations in the Letter and upon the supporting documentation to be delivered by me or on my behalf in connection with the Letter (collectively, the “**Investor Information**”). I agree to indemnify and hold harmless the Company, and its managers, officers, members, representatives, agents, legal counsel, affiliates, and assigns, and any person who controls any of the foregoing, against any and all loss, liability, claim, damage and expense (including attorneys' fees) arising out of or based upon any misstatement or omission in the Investor Information or any failure by me to comply with any covenant or agreement made by me in the Investor Information.

### SHARING OF INVESTOR INFORMATION

I understand and agree that the Company and its agents may present the Investor Information to such parties as they deem appropriate to establish that the issuance and sale of the Securities (a) is exempt from the registration requirements of the Securities Act, or (b) meets the requirements of applicable state securities laws.

INVESTOR'S SIGNATURE AND CONTACT INFORMATION

Date:

3-2-2020

Name:

Russell J Meyer

Signature:

*[Handwritten Signature]*

Email address:

Redacted

Mailing address:

Palm City, FL 34990

Telephone number:

Redacted

SPOUSE'S SIGNATURE AND CONTACT INFORMATION

*(NOTE: The investor's spouse need only sign this letter if the investor is a natural person proving its accredited investor status based on joint income or joint net worth with the spouse under Part A(1)(a) or Part A(2)(a). A spouse who signs this letter makes all representations set out in this letter, including those relating to joint income or joint net worth, as applicable.)*

Date:

3-2-2020

Name:

Renee Meyer

Signature:

*[Handwritten Signature]*

Email address:

Redacted

Mailing address:

Redacted

Telephone number:

**Annex A: Form of Independent Third-Party Verification Letter**

**FIDELIS FINANCIAL PLANNING LLC  
1615 FORUM PLACE, #500  
WEST PALM BEACH, FLORIDA 33401  
(561) 623-0913**

[Firm Name or Individual Name of Independent Third-Party]  
[Address for Independent Third-Party]

Dear [Mr./Mrs.] [NAME]:

Your client, [NAME OF PROSPECTIVE INVESTOR] (the “**Prospective Investor**”), has asked us to contact you directly to request that you verify the Prospective Investor's status as an “accredited investor” as that term is defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (an “**Accredited Investor**”). We are requesting this verification to ensure that the Prospective Investor is eligible to participate in a placement of securities (the “**Offering**”) by Fidelis Financial Planning LLC (the “**Company**”) that is only open to Accredited Investors.

Based on representations made to us by the Prospective Investor, we understand that you are [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney/a certified public accountant]. We further understand that the Prospective Investor qualifies as an Accredited Investor based on [his/her] [income/net worth] (calculated pursuant to Rule 501(a) of Regulation D), and that you have undertaken an independent analysis of the Prospective Investor's status as an Accredited Investor at least once during the three-month period preceding the date of this letter.

Kindly check box (a) or (b) below and complete the blank, as applicable:

(a) I am [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney in good standing under the laws of the jurisdictions in which I am admitted to practice/a certified public accountant duly registered and in good standing under the laws of the jurisdiction of my residence or principal office]. I have taken reasonable steps to verify that the Prospective Investor is an Accredited Investor based on [his/her] [income/net worth] (whether individual or together with [his/her] spouse) and, based on those steps, I have determined that the Prospective Investor is an Accredited Investor. The most recent date as of which I have made such determination is \_\_\_\_\_ . To my knowledge after reasonable investigation, no facts, circumstances, or events have arisen after that date that lead me to believe that the Prospective Investor has ceased to be an Accredited Investor. I acknowledge that the Company will rely on this letter in determining the Prospective Investor's eligibility to participate in the Offering and I consent to such reliance.

(b) I cannot confirm the Prospective Investor's status as an Accredited Investor.

Once completed, please sign below and submit a copy of the countersigned letter to the Company by (a) emailing it in PDF form to (a) MFurman@UnitedFidelisGroup.com; or (b) mailing it to Fidelis Financial Planning LLC, 1615 Forum Place, #500, West Palm Beach, Florida 33401.

Sincerely,

**FIDELIS FINANCIAL PLANNING LLC**

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

Name:

Title:

Date:

**Countersigned:**

[FIRM NAME]

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

Name:

Title:

Date:

cc: [NAME OF PROSPECTIVE INVESTOR]



*(NOTE: If you prefer to use a different form of documentation to confirm the Prospective Investor's status as an Accredited Investor, please submit your alternative form of verification to the Company using one of the methods listed in the last full paragraph above. Note that if you use a different form of verification, it must be signed and dated, and include, at a minimum: (a) confirmation of your status as [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney in good standing under the laws of the jurisdictions in which you are admitted to practice/a certified public accountant duly registered and in good standing under the laws of the jurisdiction of your residence or principal office]; (b) a statement that you have taken reasonable steps to verify that the Prospective Investor qualifies as an Accredited Investor based on [his/her] [income/net worth]; (c) a statement that, based on those steps, you have determined that the Prospective Investor is an Accredited Investor; (d) the date as of which you most recently made that determination; (e) a statement that, to your knowledge after reasonable investigation, no facts, circumstances or events have arisen after that date that lead you to believe that the Prospective Investor has ceased to be an Accredited Investor; and (f) an acknowledgement that the Company will rely on your letter in determining the Prospective Investor's eligibility to participate in the Offering and your consent to such reliance.)*

Appendix C: Form of Promissory Note

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

**Fidelis Financial Planning LLC**

*A Delaware Limited Liability Company*

**\$20,000,000 AGGREGATE AMOUNT 9%-15% PROMISSORY NOTES**

**400 UNITS OFFERED**

- Class A – \$50,000 up to \$99,000 principal amount one-year 9% promissory note*
- Class B – \$100,000 up to \$199,000 principal amount one-year 10% promissory note*
- Class C – \$200,000 up to \$299,000 principal amount one-year 12% promissory note*
- Class D – \$300,000 up to \$499,000 principal amount one-year 14% promissory note*
- Class E – \$500,000 and above principal amount one-year 15% promissory note*

**Offering Price: \$50,000 Per Unit**

**Minimum Subscription: One Unit**

Certificate No.: \_\_\_\_\_

Issuance Date: \_\_\_\_\_

Principal Amount: \$ 420,000

Maturity Date: \_\_\_\_\_

Holder: Russell J Meyer

Interest Rate: 15%

Date: March 2nd 2020

Fidelis Financial Planning LLC, a Delaware limited liability company, with a business address at 1615 Forum Place, #500, West Palm Beach, Florida 33401, is offering up to 400 units comprised of fifty (50) \$1,000 principal amount 12-month 9%-15% promissory notes per unit (the "Units") for an aggregate offering price of \$20,000,000 (the "Offering"). Each promissory note is an unsecured debt security consisting of a \$1,000 principal amount 12-month 9% - 15% note (depending on the number of Units purchased) (the "Notes"). The minimum subscription by an investor is one Unit (\$50,000 minimum investment).

Fidelis Financial Planning LLC (the "Maker"), for value received, promises to pay to the individual and/or legal entity designated in this Note as the "Holder," the principal sum of \$420,000 (\$ 420k) Dollars. The Notes will have an annual rate of return of 15 % percent, simple interest, over the term thereof, with a maturity date of 12 months from date of issuance this Note, unless extend at the election of the Holder as provided herein (the "Maturity Date"). The Holder will be entitled to receive interest accrued at an annual rate of 15 % of the principal amount of the Notes held, to be paid out whenever funds are legally available and when and as declared by the Maker's officer(s) and/or manager(s). The Maker may pay interest in cash or capitalize interest to principal, on a monthly basis. The Notes being offered by the Company are not secured. Interest shall accrue annually and be based on the commencement date of the Note. The entire principal shall be due and payable to the Holder no later than the Maturity Date. The Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

Interest on Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months. Interest will begin to accrue on the 10<sup>th</sup> day or 25<sup>th</sup> day of each month depending upon the date on which payment for the Note was received by the Company. Applicable return payments will be made on 13<sup>th</sup> or the 28<sup>th</sup> of each month thereafter, in arrears, as appropriate.

The Company may at any time or from time to time make a voluntary prepayment, plus any accrued interest at a prorated rate, whether in full or in part, of the Notes, without premium or penalty. No interest shall accrue past the date of a pre-payment in full of any such Note.

#### 1. NOTES

The Notes represented by this document are in the principal amount set forth above, and are offered for sale by the Maker, pursuant to the terms, conditions and information contained in that certain "Confidential Offering Memorandum" dated May 1, 2018. The Notes shall be senior debt of the Maker.

**2. EVENTS OF DEFAULT**

A default shall be defined as one or more of the following events (“Event of Default”) occurring and continuing:

- (a) The Maker shall fail to pay any interest and/or principal payments on the Notes when due and declared payable by the Maker for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.
- (b) The Maker shall dissolve or terminate the existence of the Maker.
- (c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of the Notes may, by written notice to the Maker, declare the unpaid principal amount and all accrued and unpaid interest of the Notes immediately due and payable.

**3. NO SECURITY FOR PAYMENT OF THE NOTES**

The Notes offered by the Maker are unsecured.

**4. STATUS OF HOLDER**

The Maker may treat the Holder of the Notes as the absolute owner of the Notes for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

**5. LIQUIDATION**

Upon liquidation, an investor will have the right to receive repayment of all unpaid principal and interest due on the Notes. A sale, merger, reorganization or similar transaction will be treated as a liquidation event.

**6. NO REDEMPTION**

The Holder has no right to redeem the Notes.

**7. SECURITIES ACT RESTRICTIONS**

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

**8. TERM**

The Notes will mature 12 months from the date set forth on this certificate.

**9. ATTORNEYS' FEES**


The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs and collection expense.

**10. MISCELLANEOUS.**

- (a) Successors and Assigns. The Holder may not assign, transfer or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.
- (b) Entire Agreement. Subject to and in addition to all terms, conditions, representations and warranties in the Subscription Agreement executed by the Holder, this Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.
- (c) Notices. All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefor, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth below (or such other address as may hereafter be designated by either party in writing in accordance with this Section 10). Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.
- (d) Section Headings. The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.
- (e) Severability. If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.
- (f) Applicable Law. This Note shall be deemed to have been made in the State of Delaware, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Jersey without regard to conflict of laws rules applied in the State of Delaware. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Pennsylvania with respect to any action or proceeding brought with respect to this Note.

MAKER:

Fidelis Financial Planning LLC

By:   
Michael Furman, President

Date: 3-2-2020

HOLDER:

  
Print Name: Russell J. Meyer

Date: 3-2-2020



FIDELIS FINANCIAL PLANNING

Fidelis Financial Planning, LLC

RECEIPT & ACKNOWLEDGMENT

The undersigned Offeree acknowledges receipt of the following documents from The Fidelis Financial Planning llc Fund, ("THE COMPANY"):

1. Subscription Agreement "Appendix A"
2. Questionnaire Verification "Appendix B"
3. Form of Note "Appendix C"
4. Private Placement Memorandum # 73 - Fidelis Financial Planning LLC
5. Operating Agreement - Fidelis Financial Planning, LLC
6. Certificate/Notice of Acceptance "Appendix D"

The Offeree understands and agrees that the documents are provided on a personal and confidential basis and Offeree agrees to keep confidential the contents thereof and to not disclose the same to any third party or use the same for any purpose other than evaluation, by such Offeree or his/her attorney, accountant or financial advisor, of a potential private investment in the Company and agrees to return the same to the Company at the address on the front cover if the Offeree does not subscribe to purchase any Units, the Offeree's subscription is not accepted, or the Offering is terminated or withdrawn.

OFFEREE:

PLEASE PRINT NAME: Russell J Meyer

SIGNATURE: *Russell J Meyer*

DATE RECEIVED: 3-2-2020

Fidelis Financial Planning, LLC: Michael C. Furman, MFP, CTEP

Appendix A: Subscription Agreement

## Fidelis Financial Planning LLC

*A Delaware Limited Liability Company*

### \$20,000,000 AGGREGATE AMOUNT 9%-15% PROMISSORY NOTES

#### 400 UNITS OFFERED

*Class A – \$50,000 up to \$99,000 principal amount one-year 9% promissory note*  
*Class B – \$100,000 up to \$199,000 principal amount one-year 10% promissory note*  
*Class C – \$200,000 up to \$299,000 principal amount one-year 12% promissory note*  
*Class D – \$300,000 up to \$499,000 principal amount one-year 14% promissory note*  
*Class E – \$500,000 and above principal amount one-year 15% promissory note*

**Offering Price: \$50,000 Per Unit**

**Minimum Subscription: One Unit**

### FOR ACCREDITED INVESTORS ONLY

#### SUBSCRIPTION AGREEMENT

Fidelis Financial Planning LLC  
1615 Forum Place, #500  
West Palm Beach, Florida 33401

Dear Prospective Investor:

This Subscription Agreement ("Agreement") has been executed by the undersigned in connection with the exempt general solicitation offer and sale to a select group of accredited investors of investors of up to 400 units (the "Units") of the debt securities of Fidelis Financial Planning LLC (the "Company") at an offering price of \$50,000 per Unit for an aggregate offering price of \$20,000,000 (the "Offering"). Each Unit will consist of fifty (50) \$1,000 principal amount 12-month 9%-15% promissory notes (collectively, the "Notes"). Each promissory note is an unsecured debt security with a principal amount face value of \$1,000 that matures in 12 months with a 9%-15% annualized interest rate, as more fully described in the Memorandum (defined below). The minimum subscription by an investor is one Unit (\$50,000 minimum investment). The Company reserves the right in its sole discretion to sell fractionalized Units and may accept investments of less than one Unit.

The Units are being offered on a "best efforts" basis, which means that net Offering proceeds will be available to the Company upon receipt, acceptance, and clearance thereof and that no minimum amount of Unit sales will be required in order to complete and close this Offering. There can be no assurance that all of the Units offered will be subscribed for. All proceeds received by the Company from subscribers for the Units offered hereby will be deposited into one or more interest bearing accounts (but investors will have no right to such interest, which will be de minimis).

The Units and underlying Notes may also be referred to herein as "securities."

The undersigned hereby makes the following representations, warranties and agreements:



1. **Information.** The undersigned has received and carefully reviewed the Company's confidential offering memorandum dated May 1, 2018 (the "Memorandum") accompanying this Agreement. The representations and warranties herein contained shall survive the execution and delivery of this Agreement and the sale of the Units hereunder.

2. **Agreement to Subscribe.** The undersigned hereby subscribes for 2 Units at a price of \$50,000 per Unit, payment for which in the amount of \$ 100,000 is made herewith. Payment for such subscription is being made by wire transfer or by check, bank draft or money order.

The Company may accept or reject any subscription in whole or in part or otherwise alter the terms under which subscriptions may be accepted. The Company, its officers, directors, advisors, employees, current interest holders, and its and their affiliates may purchase the Units on the same basis as other subscribers.

The undersigned understands that except as provided under state securities laws, this subscription is irrevocable and that the execution and delivery of this Agreement will not constitute an agreement between the undersigned and the Company until this Agreement has been accepted by the Company.

3. **Access to Information.** The undersigned acknowledges that the undersigned is subscribing for the Units after what the undersigned deems to be adequate investigation of the business and prospects of the Company by the undersigned, or the purchaser representative(s) appointed by the undersigned. The undersigned and the undersigned's purchaser representative(s), if any, have been furnished with the Memorandum and any other materials relating to the business and operation of the Company which have been requested by them and have been given an opportunity to make any further inquiries desired of the management and any other personnel of the Company. The undersigned and the undersigned's purchaser representative(s), if any, have received complete and satisfactory answers to any such inquiries.

4. **Certain Representations.** The undersigned represents and warrants that the information submitted herewith to the Company by or on behalf of the undersigned is true and correct as of the date hereof. The undersigned further represents and warrants that:

- (a) If the undersigned is a corporation, it is duly organized, validly existing and in good standing under the laws of the state and country of its incorporation; that the corporation has the corporate power to carry on its business and to make the investment contemplated herein and that this investment is for a proper corporate purpose; that this subscription has been duly and validly authorized, executed and delivered and when accepted by the Company will constitute the valid, binding, and enforceable agreement of the undersigned; that the corporation has sufficient liquid assets to pay the full acquisition costs in connection with the Units it proposes to acquire; and that the corporation has sufficient assets such that it can afford a total loss of its investment in the Units.
- (b) If the undersigned is a partnership or association, that each individual partner or member of the partnership or association can bear the economic risks of his, her, or its pro rata share of this investment and can afford a total loss of his, her, or its investment; and that each individual partner or member has sufficient liquid assets to pay his, her, or its portion of the full acquisition costs in connection with the Units the partnership or association has agreed to acquire, has adequate means of providing for his, her, or its current needs and possible personal contingencies, and has no present need for liquidity of his, her, or its investment.
- (c) The undersigned has been advised that neither the Units nor the underlying securities are being registered under the Securities Act of 1933, as amended (the "Act"), on the basis of an applicable statutory exemption, which may include, without limitation or exclusion, Rule 506(c) of Regulation D, as may be amended from time to time, and on the representations made by the undersigned herein. The undersigned understands that no federal agency has passed on or made any recommendation or endorsement of the Units and that the Company is relying on the truth and accuracy of the representations, declarations and warranties herein made by the undersigned in offering the Units for sale to the undersigned without having first registered the same under the Act.

- (d) The undersigned is acquiring the Units for investment for the undersigned's own account and not with a view to their resale or distribution and does not intend to divide his, her, or its participation with others or to resell or otherwise dispose of all or any part of the Units unless and until they are subsequently registered under the Act, or an exemption from such registration is available.
- (e) The undersigned is an accredited investor as such term is defined in Rule 501 of Regulation D, as amended, under the Act.
- (f) The undersigned alone, or together with the undersigned's purchaser representative, has the ability to evaluate the merits and risks of an investment in the Company based upon his, her, its, or their knowledge and experience in financial and business matters.
- (g) The undersigned understands that, in the view of the Securities and Exchange Commission (the "Commission"), the applicable statutory exemption(s) referred to above would not be available if, notwithstanding the undersigned's representations, the undersigned had in mind merely acquiring the Units for immediate resale or distribution upon a market developing therefore.
- (h) The undersigned further understands that in the event Rule 144 of the Act ("Rule 144") hereafter becomes applicable to the Units, any routine sale of the Units made thereunder can be made only in limited amounts in accordance with the terms and conditions of this subscription agreement and of Rule 144 and that in the event Rule 144 is not applicable, compliance with a disclosure exemption will be required before the undersigned can transfer part or all of the Units. However, the Company shall supply the undersigned with any information necessary to enable the undersigned to make routine sales of the Units under Rule 144, if applicable, and if there shall, at such time, be a market therefore, of which there is no assurance.
- (i) The undersigned accepts the condition that, before any transfer of any of the Units can be made by the undersigned, written approval must first be obtained from the Company's counsel. The basis of such approval, which shall not be unreasonably withheld, shall be in compliance with the requirements of the federal and state statutes regulating securities. The undersigned understands that a legend to this effect may be placed on the underlying securities, and that stop transfer instructions will be issued by the Company, to its transfer agent, if any.
- (j) The undersigned understands and agrees that if the undersigned's subscription is accepted, the undersigned may be required to execute other documents to effectuate or evidence his, her, or its purchase of the Units.
- (k) No one acting on behalf of the Company has made any representation, warranty, or agreement to or with the undersigned with respect to purchase of the Units, except as described herein and in the Memorandum accompanying this Agreement.
- (l) The undersigned affirms that the information and representations contained herein, particularly those representations relating to the undersigned's general ability to bear the risks of the investment being made hereby and the undersigned's suitability as an investor are true and correct.
- (m) The undersigned is aware that the Units are a speculative investment involving a very high degree of risk and that there is no guarantee that the undersigned will realize any gain from the undersigned's investment. The undersigned is able (i) to bear the economic risk of this investment, (ii) to hold the Units indefinitely, and (iii) presently able to afford a complete loss of this investment.
- (n) The undersigned has adequate other means of providing for the undersigned's current needs and personal contingencies and therefore has no need for liquidity in this investment. The undersigned's overall commitment to investments, which are not readily marketable, is not disproportionate to the undersigned's net worth and the undersigned's investment in the Units will not cause such overall commitment to become excessive.

- (o) The undersigned represents that the funds provided for this investment are either separate property of the undersigned, community property over which the undersigned has the right of control or are otherwise funds as to which the undersigned has the right of management.
- (p) The undersigned understands the meaning and legal consequences of the representations and warranties made herein, all of which are true and correct as of the date hereof and will be true and correct as of the date of the undersigned's acquisition of the Units subscribed for herein. Each such representation and warranty shall survive such purchase.
- (q) The undersigned will indemnify and hold harmless the Company, its agents, counsel, successors, and assigns, and each of their affiliated persons, from any and all damages, losses, costs and expenses (including reasonable attorney's fees) which they, or any of them, may incur by reason of the undersigned's failure, or alleged failure, to fulfill any of the terms and conditions of this subscription or by reason of the undersigned's breach of any of his, her, or its representations and warranties contained herein.
- (r) The undersigned is a bona fide resident of the state set forth on the signature page hereof, maintains his, her, or its principal residence there and is at least 21 years of age.
- (s) The undersigned has relied on his, her, or its own legal counsel to the extent the undersigned has deemed necessary as to all legal matters and questions presented with reference to the offering and sale of the Units subscribed for herein.
- (t) The undersigned hereby agrees that this subscription is irrevocable and that the representations and warranties set forth in this Agreement shall survive the acceptance hereof by the Company.
- (u) The undersigned hereby agrees and acknowledges that the agreements and representations herein set forth shall become effective and binding upon the undersigned and the undersigned's heirs, legal representatives, successors, and assigns upon the Company's acceptance hereof.

**5. General.**

- (a) All notices or other communications given or made hereunder shall be in writing and shall be delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid, to the undersigned at the undersigned's address set forth below and to the Company at the address set forth above.
- (b) Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the internal laws of the State of Florida, without giving effect to conflicts of law.
- (c) This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties. The undersigned agrees not to transfer or assign this Agreement, or any of his, her, or its interest herein, without the express written consent of the Company.
- (d) The undersigned agrees that counsel to the Company shall not be liable for taking any action pursuant to this Agreement in the absence of willful misconduct, misfeasance, malfeasance, or fraud.
- (e) The undersigned has enclosed with this Agreement appropriate evidence of the authority of the individual executing this Agreement to act on its behalf (i.e. if a trust, a copy of the trust agreement; if a corporation, a certified corporate resolution authorizing the signature and a copy of the articles of incorporation; or if a partnership, a copy of the partnership agreement).

Subscriber Information for Issuance of Certificates for the Units as Follows:

Marc Reikes  
(Name)

**Redacted**

**Redacted**

**Redacted** 49  
(Date of Birth)

Very truly yours,

Marc Reikes  
(Signature of Subscriber)

Dated: 2/28/19

Company Acceptance of Subscription Upon Execution Below:

**Fidelis Financial Planning LLC**

By: [Signature]

Dated: 2/28/2019

Appendix B: Accredited Investor Verification Letter

## Fidelis Financial Planning LLC

*A Delaware Limited Liability Company*

**\$20,000,000 AGGREGATE AMOUNT 9%-15% PROMISSORY NOTES**

### **400 UNITS OFFERED**

*Class A – \$50,000 up to \$99,000 principal amount one-year 9% promissory note*

*Class B – \$100,000 up to \$199,000 principal amount one-year 10% promissory note*

*Class C – \$200,000 up to \$299,000 principal amount one-year 12% promissory note*

*Class D – \$300,000 up to \$499,000 principal amount one-year 14% promissory note*

*Class E – \$500,000 and above principal amount one-year 15% promissory note*

**Offering Price: \$50,000 Per Unit**

**Minimum Subscription: One Unit**

### FOR ACCREDITED INVESTORS ONLY

To: Prospective Purchasers of up to 400 units, each unit consisting of fifty (50) \$1,000 principal amount 12-month 9%-15% promissory notes (the "Securities"), offered by Fidelis Financial Planning LLC (the "Company").

Re: Requirement to Submit an Accredited Investor Verification Letter

---

The Securities are being sold only to accredited investors ("Accredited Investors") as defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (the "Securities Act"). The purpose of the attached Accredited Investor Verification Letter (the "Letter") is to collect information from you to determine whether you are an Accredited Investor and otherwise meet the suitability criteria established by the Company for investing in the Securities.

As part of verifying your status as an Accredited Investor, you may be asked to submit supporting documentation as described in the Letter. It is possible that you were not required to submit this type of information in past offerings in which you have participated. However, the nature of this offering, together with changes made to Regulation D of the Securities Act in September 2013, as contained in new Rule 506(c) under Regulation D, impose additional obligations on the Company to verify that each investor is in fact an Accredited Investor. Accordingly, you must fully complete and sign the Letter, and deliver all required supporting documentation, before the Company will consider your proposed investment.

**By signing and submitting the Letter to the Company, you agree to provide all required supporting documentation within ten days after the date that you submit the Letter.**

All of your statements in the Letter and all required supporting documentation delivered by you or on your behalf in connection with the Letter (collectively, the "Investor Information") will be treated confidentially. However, you understand and agree that, upon prior notice to you, the Company

may present the Investor Information to such parties as it deems appropriate to establish that the issuance and sale of the Securities (a) is exempt from the registration requirements of the Securities Act, or (b) meets the requirements of applicable state securities laws; **provided, however**, that the Company need not give prior notice before presenting the Investor Information to its legal, accounting, and financial advisors.

You understand that the Company will rely on your representations and other statements and documents included in the Investor Information in determining your status as an Accredited Investor, your suitability for investing in the Securities, and whether to accept your subscription for the Securities.

The Company reserves the right, in its sole discretion, to verify your status as an Accredited Investor using any other methods that it may deem acceptable from time to time. However, you should not expect that the Company would accept any other such method. The Company may refuse to accept your request for investment in the Securities for any reason or for no reason.

*[Remainder of this Page Intentionally Left Blank]*

## ACCREDITED INVESTOR VERIFICATION LETTER

Fidelis Financial Planning LLC  
1615 Forum Place, #500  
West Palm Beach, Florida 33401

Dear Fidelis Financial Planning LLC:

I am submitting this Accredited Investor Verification Letter (the "**Letter**") in connection with the offering of up to 400 units, each unit consisting of fifty (50) \$1,000 principal amount 12-month 9%-15% promissory notes (the "**Securities**"), as more fully described in the accompanying Confidential Offering Memorandum, dated May 1, 2018, of Fidelis Financial Planning LLC (the "**Company**"). I understand that the Securities are being sold only to accredited investors ("**Accredited Investors**") as defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (the "**Securities Act**").

I hereby represent and warrant to the Company that I qualify as an Accredited Investor on the basis that:

***(You must choose Part A or B below and check the applicable boxes.)***

A. I am a NATURAL PERSON and:

***(An investor using this Part A must check box (1), (2), (3), or (4).)***

(1) **Income Test:** My individual income exceeded \$200,000 in each of the two most recent years or my joint income together with my spouse exceeded \$300,000 in each of those years;

**and**

I reasonably expect to earn individual income of at least \$200,000 this year or joint income with my spouse of at least \$300,000 this year.

To support the representation in A(1) above:

***(You must check box (a), (b), or (c).)***

(a)

I will deliver to the Company, copies of Form W-2, Form 1099, Schedule K-1 of Form 1065, or a filed Form 1040 for each of the two most recent years showing my income or my joint income with my spouse as reported to the IRS for each of those years. I understand that I may redact such documents to avoid disclosing personally identifiable information, such as Social Security numbers, that is not necessary to confirm annual income.

**OR**

(b)

My salary or my joint salary with my spouse is publicly available information that has been reported in a document made available by the U.S. government or any state or political subdivision thereof (for example, reported in a filing with the Securities and Exchange Commission) and I will deliver to the Company, copies of such publicly available materials identifying me, or me and my spouse, by name and disclosing the relevant salary information for each of the two most recent years.

**OR**

(c)

In accordance with the procedures described below under the heading "Independent Third-Party Verification," I will assist in arranging for a registered broker-dealer, SEC-registered investment adviser, licensed attorney, or certified public accountant to deliver to the Company, written confirmation of my status as an Accredited Investor based on my individual income or my joint income together with my spouse.



~~1~~ (2)

**Net Worth Test:** My individual net worth, or my joint net worth together with my spouse, exceeds \$1,000,000.

For these purposes, "net worth" means the excess of:

- total assets at fair market value (including all personal and real property, but excluding the estimated fair market value of my primary residence), minus
- total liabilities.

For these purposes, "liabilities":

- exclude any mortgage or other debt secured by my primary residence in an amount of up to the estimated fair market value of that residence; but
- include any mortgage or other debt secured by my primary residence in an amount in excess of the estimated fair market value of that residence.

I confirm that my total individual liabilities, or my total joint liabilities together with my spouse, do not exceed \$ 0. I represent that all liabilities necessary to determine my individual net worth, or my joint net worth together with my spouse, for the purpose of determining my status as an Accredited Investor are reflected in the dollar amount in the preceding sentence.

In addition, I confirm that I have not incurred any incremental mortgage or other debt secured by my primary residence in the 60 days preceding the date of this Letter, and I will not incur any incremental mortgage or other debt secured by my primary residence prior to the date of the closing for the sale of the Securities. I agree to promptly notify the Company if, between the date of this Letter and the date of the closing for the sale of the Securities, I incur any incremental mortgage or other debt secured by my primary residence.

**NOTE: If the representation in the first sentence of this paragraph is untrue or becomes untrue prior to the date of the closing for the sale of the Securities, you may still be able to invest in the Securities. However, you must first contact the Company for additional instructions on how to calculate your net worth for purposes of this offering.**

To support the representations in A(2) above:

**(You must check box (a) or (b).)**

(a)

I will deliver to the Company copies of:

(i) bank statements, brokerage statements, other statements of securities holdings, certificates of deposit, tax assessments and/or appraisal reports issued by independent third parties that show my individual assets, or my joint assets together with my spouse;

**and**

(ii) A copy of a consumer credit report for me (or copies of consumer credit reports for me and my spouse) issued by TransUnion, EquiFax, or Experian.

I understand that each document described in paragraphs (i) and (ii) above must be dated no earlier than three months prior to the date of the closing for the sale of the Securities. I understand that I may redact any of these documents to avoid disclosing personally identifiable information, such as Social Security numbers, that is not necessary to confirm net worth.

**OR**

(b)

In accordance with the procedures described below under the heading "Independent Third-Party Verification," I will assist in arranging for a registered broker-dealer, SEC-registered investment adviser, licensed attorney, or certified public accountant to deliver to the Company, written confirmation of my status as an Accredited Investor based on my individual net worth or my joint net worth together with my spouse.

(3) **Company Insider:** I am a manager and/or executive officer of the Company.

(4) **Existing security holder from Rule 506(b) offering before September 23, 2013.** I am an existing security holder of the Company and each of the following statements is true:

*(An investor using this Part A(4) must confirm and check all four of the boxes (a) through (d) below.)*

(a) I have previously purchased securities issued by the Company in a Rule 506 offering as an Accredited Investor, and that offering was consummated before September 23, 2013;

(b) I continue to hold the Company securities purchased in that Rule 506 offering;

(c) I certify that I qualify as an Accredited Investor as of the date of this Letter; and

(d) I undertake to promptly notify the Company if I cease to qualify as an Accredited Investor at any time between the date of this Letter and the date of the closing for the sale of the Securities.

B. I am a LEGAL ENTITY that is (*this part to be completed ONLY by investors that are corporations, partnerships, limited liability companies, trusts, or other associations or legal entities*):

*(An investor using this Part B must check at least one box below. NOTE: An investor that checks any of boxes B(1) through B(12) must contact the Company for additional instructions.)*

- (1) A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity.
- (2) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.
- (3) An insurance company as defined in the Securities Act.
- (4) An investment company registered under the Investment Company Act of 1940 (the “**Investment Company Act**”).
- (5) A business development company as defined in Section 2(a)(48) of the Investment Company Act.
- (6) A private business development company as defined in the Investment Advisors Act of 1940.
- (7) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or 301(d) of the Small Business Investment Act of 1958.
- (8) An organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, a limited liability company, a Massachusetts Business Trust or similar business trust, or a partnership, not formed for the specific purpose of acquiring the Securities, with total assets in excess of \$5,000,000.
- (9) A 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.

- (10) An employee benefit plan within the meaning of Title I of the Employment Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in such Act, which is either a bank, 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, the investment decisions are made solely by persons that are accredited investors.
- (11) A trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a “sophisticated” person.
- (12) An entity in which all of the equity owners are Accredited Investors.

***(NOTE: If box (12) is checked, each equity owner of the entity must individually complete and submit to the Company its own copy of this Letter.)***

INDEPENDENT THIRD-PARTY VERIFICATION

*(NOTE: An investor should only complete this section if, in Part A(1)(c) or A(2)(b) above, you have agreed to arrange for a third party to deliver written confirmation of your status as an Accredited Investor.)*

To verify my status as an Accredited Investor, I hereby request that the Company or its agents contact the following independent third party:

Name: Roland C. Marnel

Firm name: Palm Beach Tax Group Inc

Email: **Redacted** com

Telephone: \_\_\_\_\_

Address: **Redacted** Palm Beach FL 33480

- registered broker-dealer
- SEC-registered investment adviser
- licensed attorney
- ~~certified public accountant~~ Enrollment Agent

*(NOTE: You must check one of the boxes above. If none are applicable, then you may not rely on independent third-party verification and you must instead directly submit to the Company copies of the other supporting documentation described in Part A(1)(a), A(1)(b), or A(2)(a) above.)*

I understand that the Company will send to the person or firm named above a Verification Letter substantially in the form attached as Annex A hereto. I have informed the person named above that the Company will contact him or her to verify my status as an Accredited Investor, and I hereby authorize the Company and its agents to communicate with the person or firm named above to obtain such verification.

**I understand that I am solely responsible for paying any fees charged by the person or firm named above in connection with verifying my status as an Accredited Investor.**

### SUPPORTING DOCUMENTATION

Within ten days after the date that I submit this Letter to the Company, I will deliver to the Company, or arrange to have delivered to the Company on my behalf, all required supporting documentation.

**All supporting documentation must be submitted to the Company either electronically, in PDF form, to Michael Furman, President, via email: MFurman@UnitedFidelisGroup.com, or by mail or overnight service to: Fidelis Financial Planning LLC, 1615 Forum Place, #500, West Palm Beach, Florida 33401.**

I understand that the Company may request additional supporting documentation from me in order to verify my status as an Accredited Investor, and I hereby agree to promptly provide any such additional supporting documentation.

I further understand that, even if I complete and execute this Letter and provide all additional supporting documentation requested by the Company, the Company may in its sole discretion refuse to accept my subscription for the Securities for any reason or for no reason.

### RELIANCE ON REPRESENTATIONS; INDEMNITY

I understand that the Company is relying upon my representations in the Letter and upon the supporting documentation to be delivered by me or on my behalf in connection with the Letter (collectively, the “**Investor Information**”). I agree to indemnify and hold harmless the Company, and its managers, officers, members, representatives, agents, legal counsel, affiliates, and assigns, and any person who controls any of the foregoing, against any and all loss, liability, claim, damage and expense (including attorneys' fees) arising out of or based upon any misstatement or omission in the Investor Information or any failure by me to comply with any covenant or agreement made by me in the Investor Information.

### SHARING OF INVESTOR INFORMATION

I understand and agree that the Company and its agents may present the Investor Information to such parties as they deem appropriate to establish that the issuance and sale of the Securities (a) is exempt from the registration requirements of the Securities Act, or (b) meets the requirements of applicable state securities laws.

INVESTOR'S SIGNATURE AND CONTACT INFORMATION

Date:

2/28/19

Name:

Marc Reikes

Signature:

[Handwritten Signature]

Email address:

**Redacted**

Mailing address:

Wellington, Florida 33414

Telephone number:

**Redacted**

SPOUSE'S SIGNATURE AND CONTACT INFORMATION

*(NOTE: The investor's spouse need only sign this letter if the investor is a natural person proving its accredited investor status based on joint income or joint net worth with the spouse under Part A(1)(a) or Part A(2)(a). A spouse who signs this letter makes all representations set out in this letter, including those relating to joint income or joint net worth, as applicable.)*

Date:

\_\_\_\_\_

Name:

\_\_\_\_\_

Signature:

Debra Reikes

Email address:

**Redacted**

Mailing address:

Telephone number:



**Annex A: Form of Independent Third-Party Verification Letter**

**FIDELIS FINANCIAL PLANNING LLC  
1615 FORUM PLACE, #500  
WEST PALM BEACH, FLORIDA 33401  
(561) 623-0913**

[Firm Name or Individual Name of Independent Third-Party]  
[Address for Independent Third-Party]

Dear [Mr./Mrs.] [NAME]:

Your client, [NAME OF PROSPECTIVE INVESTOR] (the “**Prospective Investor**”), has asked us to contact you directly to request that you verify the Prospective Investor's status as an “accredited investor” as that term is defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (an “**Accredited Investor**”). We are requesting this verification to ensure that the Prospective Investor is eligible to participate in a placement of securities (the “**Offering**”) by Fidelis Financial Planning LLC (the “**Company**”) that is only open to Accredited Investors.

Based on representations made to us by the Prospective Investor, we understand that you are [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney/a certified public accountant]. We further understand that the Prospective Investor qualifies as an Accredited Investor based on [his/her] [income/net worth] (calculated pursuant to Rule 501(a) of Regulation D), and that you have undertaken an independent analysis of the Prospective Investor's status as an Accredited Investor at least once during the three-month period preceding the date of this letter.

Kindly check box (a) or (b) below and complete the blank, as applicable:

(a) I am [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney in good standing under the laws of the jurisdictions in which I am admitted to practice/a certified public accountant duly registered and in good standing under the laws of the jurisdiction of my residence or principal office]. I have taken reasonable steps to verify that the Prospective Investor is an Accredited Investor based on [his/her] [income/net worth] (whether individual or together with [his/her] spouse) and, based on those steps, I have determined that the Prospective Investor is an Accredited Investor. The most recent date as of which I have made such determination is \_\_\_\_\_ . To my knowledge after reasonable investigation, no facts, circumstances, or events have arisen after that date that lead me to believe that the Prospective Investor has ceased to be an Accredited Investor. I acknowledge that the Company will rely on this letter in determining the Prospective Investor's eligibility to participate in the Offering and I consent to such reliance.

[ ] (b) I cannot confirm the Prospective Investor's status as an Accredited Investor.

Once completed, please sign below and submit a copy of the countersigned letter to the Company by (a) emailing it in PDF form to (a) MFurman@UnitedFidelisGroup.com; or (b) mailing it to Fidelis Financial Planning LLC, 1615 Forum Place, #500, West Palm Beach, Florida 33401.

Sincerely,

**FIDELIS FINANCIAL PLANNING LLC**

By: 

Name: Michael Forman

Title: President

Date: 2/28/2019

**Countersigned:**

[FIRM NAME]

By: 

Name: Marc Reilas

Title:

Date: 2/28/19

cc: [NAME OF PROSPECTIVE INVESTOR]

*(NOTE: If you prefer to use a different form of documentation to confirm the Prospective Investor's status as an Accredited Investor, please submit your alternative form of verification to the Company using one of the methods listed in the last full paragraph above. Note that if you use a different form of verification, it must be signed and dated, and include, at a minimum: (a) confirmation of your status as [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney in good standing under the laws of the jurisdictions in which you are admitted to practice/a certified public accountant duly registered and in good standing under the laws of the jurisdiction of your residence or principal office]; (b) a statement that you have taken reasonable steps to verify that the Prospective Investor qualifies as an Accredited Investor based on [his/her] [income/net worth]; (c) a statement that, based on those steps, you have determined that the Prospective Investor is an Accredited Investor; (d) the date as of which you most recently made that determination; (e) a statement that, to your knowledge after reasonable investigation, no facts, circumstances or events have arisen after that date that lead you to believe that the Prospective Investor has ceased to be an Accredited Investor; and (f) an acknowledgement that the Company will rely on your letter in determining the Prospective Investor's eligibility to participate in the Offering and your consent to such reliance.)*

Appendix C: Form of Promissory Note

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

**Fidelis Financial Planning LLC**

*A Delaware Limited Liability Company*

**\$20,000,000 AGGREGATE AMOUNT 9%-15% PROMISSORY NOTES**

**400 UNITS OFFERED**

- Class A – \$50,000 up to \$99,000 principal amount one-year 9% promissory note*
- Class B – \$100,000 up to \$199,000 principal amount one-year 10% promissory note*
- Class C – \$200,000 up to \$299,000 principal amount one-year 12% promissory note*
- Class D – \$300,000 up to \$499,000 principal amount one-year 14% promissory note*
- Class E – \$500,000 and above principal amount one-year 15% promissory note*

**Offering Price: \$50,000 Per Unit**

**Minimum Subscription: One Unit**

Certificate No.: \_\_\_\_\_

Issuance Date: \_\_\_\_\_

Principal Amount: \$ 100,000

Maturity Date: \_\_\_\_\_

Holder: Marc Reikes

Interest Rate: 10%

Date: 2/28/2019

Fidelis Financial Planning LLC, a Delaware limited liability company, with a business address at 1615 Forum Place, #500, West Palm Beach, Florida 33401, is offering up to 400 units comprised of fifty (50) \$1,000 principal amount 12-month 9%-15% promissory notes per unit (the "Units") for an aggregate offering price of \$20,000,000 (the "Offering"). Each promissory note is an unsecured debt security consisting of a \$1,000 principal amount 12-month 9% - 15% note (depending on the number of Units purchased) (the "Notes"). The minimum subscription by an investor is one Unit (\$50,000 minimum investment).

Fidelis Financial Planning LLC (the "Maker"), for value received, promises to pay to the individual and/or legal entity designated in this Note as the "Holder," the principal sum of 100,000.00 (\$100k) Dollars. The Notes will have an annual rate of return of 10 % percent, simple interest, over the term thereof, with a maturity date of 12 months from date of issuance this Note, unless extend at the election of the Holder as provided herein (the "Maturity Date"). The Holder will be entitled to receive interest accrued at an annual rate of 10 % of the principal amount of the Notes held, to be paid out whenever funds are legally available and when and as declared by the Maker's officer(s) and/or manager(s). The Maker may pay interest in cash or capitalize interest to principal, on a monthly basis. The Notes being offered by the Company are not secured. Interest shall accrue annually and be based on the commencement date of the Note. The entire principal shall be due and payable to the Holder no later than the Maturity Date. The Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

Interest on Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months. Interest will begin to accrue on the 10<sup>th</sup> day or 25<sup>th</sup> day of each month depending upon the date on which payment for the Note was received by the Company. Applicable return payments will be made on 13<sup>th</sup> or the 28<sup>th</sup> of each month thereafter, in arrears, as appropriate.

The Company may at any time or from time to time make a voluntary prepayment, plus any accrued interest at a prorated rate, whether in full or in part, of the Notes, without premium or penalty. No interest shall accrue past the date of a pre-payment in full of any such Note.

#### 1. NOTES

The Notes represented by this document are in the principal amount set forth above, and are offered for sale by the Maker, pursuant to the terms, conditions and information contained in that certain "Confidential Offering Memorandum" dated May 1, 2018. The Notes shall be senior debt of the Maker.

**2. EVENTS OF DEFAULT**

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

- (a) The Maker shall fail to pay any interest and/or principal payments on the Notes when due and declared payable by the Maker for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.
- (b) The Maker shall dissolve or terminate the existence of the Maker.
- (c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of the Notes may, by written notice to the Maker, declare the unpaid principal amount and all accrued and unpaid interest of the Notes immediately due and payable.

**3. NO SECURITY FOR PAYMENT OF THE NOTES**

The Notes offered by the Maker are unsecured.

**4. STATUS OF HOLDER**

The Maker may treat the Holder of the Notes as the absolute owner of the Notes for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

**5. LIQUIDATION**

Upon liquidation, an investor will have the right to receive repayment of all unpaid principal and interest due on the Notes. A sale, merger, reorganization or similar transaction will be treated as a liquidation event.

**6. NO REDEMPTION**

The Holder has no right to redeem the Notes.

**7. SECURITIES ACT RESTRICTIONS**

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

**8. TERM**

The Notes will mature 12 months from the date set forth on this certificate.

**9. ATTORNEYS' FEES**


The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs and collection expense.

**10. MISCELLANEOUS.**

- (a) Successors and Assigns. The Holder may not assign, transfer or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.
- (b) Entire Agreement. Subject to and in addition to all terms, conditions, representations and warranties in the Subscription Agreement executed by the Holder, this Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.
- (c) Notices. All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefor, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth below (or such other address as may hereafter be designated by either party in writing in accordance with this Section 10). Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.
- (d) Section Headings. The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.
- (e) Severability. If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.
- (f) Applicable Law. This Note shall be deemed to have been made in the State of Delaware, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Jersey without regard to conflict of laws rules applied in the State of Delaware. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Pennsylvania with respect to any action or proceeding brought with respect to this Note.

**MAKER:**

Fidelis Financial Planning LLC

By: 

Michael Furman, President

Date: 2/28/2019

**HOLDER:**



Print Name: Marc Reikes

Date: 2/25/19



**DIRECT DEPOSIT ENROLLMENT REQUEST**

I hereby authorize **Fidelis Financial Planning, LLC** (the "Company") to make automatic deposits to the account at the financial institution named below. If monies to which I am not entitled are deposited to the specific account, I authorize the Company to direct the financial institution to return said funds. This authority will remain in effect until I have filed a new authorization or until this authorization is revoked by me in writing to the Company with a reasonable time provided to the Company to act on such instructions.

---

**Account Information**

---

Name of Financial Institution: Fidelity  
ACH Routing Number: **Redacted**  
Please note that the bank's ACH routing number may be different than the wire transfer routing number.  
Account Number: **Redacted**  
Checking

---

**Account Holder Information**

---

Joint  
Debra Reikes  
First Name, Middle Initial, Last Name (or, if not a natural person, name of entity)  
**Redacted**  
Daytime Phone Number  
Social Security Number/Tax Identification Number:  
Debra Reikes (Primary Investor)      Marc Reikes (Additional investor)

Signature

If (a) natural person(s):

Marc Reikas  
(print name)

\_\_\_\_\_  
(print name)

[Signature]  
Signature

\_\_\_\_\_  
Signature

Date: 2/28/19

Date: \_\_\_\_\_

If Investor is other than a natural person:

\_\_\_\_\_  
(print name)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Please attach a voided check to this form and return to:

The United Fidelis Group  
1615 Forum Place, Suite 500  
West Palm Beach, FL 33401