Prospect Credit REIT, LLC

Subscription Agreement

Investors/Advisors may also complete and email the fillable PDF of this agreement.

ALL PAGES in this packet must be returned in order for your subscription to be accepted.

IMPORTANT
We highly recommend that you submit these forms well in advance of the deadline to allow for proper processing, and to allow for any issues to be re-solved such as typographical errors, documents lost in the mail, incomplete documents, bounced checks, etc.

Investor:
-Complete Sections 1 through 7
-Initial Sections 2a and 3
-Sign Section 8

Registered Representative (if applicable): Complete and sign Section 10

IF YOU ARE A:
Trust: attach trust documents.
Fund: attach current fund agreement.
Corporation: attach Corporate Resolution to purchase, the current Articles of Incorporation and By-laws and documentation naming the person authorized to sign for the entity.
Limited Liability Company: attach Company Resolution to purchase, and the current Articles of Organization, operating agreement and documentation naming the person authorized to sign for the entity.
For entities, please complete section 2a for any beneficial owners 25% or over.

Payment Instructions

ACH/Wire Instructions:
First National Bank of Omaha
Prospect Credit REIT, Inc
ABA: 104000016
DDA: 780148619
FFC: Investor Name, Account Number (if available)

Checks Payable to: Prospect Credit REIT, LLC

UNDER ANTI-MONEY LAUNDERING RULES, CASHIERS CHECKS CANNOT BE ACCEPTED.

Address:

Prospect Credit REIT, LLC
c/o Ultimus Fund Solutions, LLC
P.O. Box 46707
Cincinnati, Ohio 45246

OR OVERNIGHT

Prospect Credit REIT, LLC
c/o Ultimus Fund Solutions, LLC
225 Pictoria Drive, Suite 450
Cincinnati, Ohio 45246

Toll Free Number: 833-946-4063
Email address: TAAltInv@ultimusfundsolutions.com

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Section 1

Elections

For questions or assistance in completing this form please call (888) 212-2032 or email investorservices@pcredreit.com

PLEASE READ CAREFULLY THE CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM (THE "MEMORANDUM") OF PROSPECT CREDIT REIT, LLC ("PCRED" OR THE "COMPANY"), AS AMENDED OR SUPPLEMENTED, RELATED TO LIMITED LIABILITY COMPANY INTERESTS ("INTERESTS") IN PCRED, AND ALL EXHIBITS THERETO, BEFORE DECIDING TO SUBSCRIBE. THE OFFERING DESCRIBED IN THE MEMORANDUM (THE "OFFERING") IS LIMITED TO INVESTORS WHO QUALIFY AS "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED. PCRED'S OPERATIONS ARE MANAGED BY PROSPECT CREDIT REIT ADVISOR, LLC (THE "MANAGER"). CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANING ASCRIBED IN THE MEMORANDUM OR IN THE PCRED OPERATING AGREEMENT (THE "OPERATING AGREEMENT") (AS APPROPRIATE).

Minimum Initial Subscription: $25,000

1a. Class F Subscription Amount

$ _____

Share Class (CHECK ONE)

☐ Class F (No Commission)

☐ Class F (Commission)[1]

1b. Account Type (CHECK ONLY ONE)

For the Following Account Types Please Select "Other (Specify)": -Estate -UGMA -UTMA -Non-Profit Organization -KEOGH/IRA/ SEP -Pension or Profit-Sharing Plan

				Additional Requirements
☐	Individual	☐	TOD	If TOD, beneficiaries must be on file at the custodian
☐	Joint Tenancy with Rights of Survivorship	☐	Tenants in Common	If TOD, beneficiaries must be on file at the custodian
☐	Community Property with Survivor Rights	☐	TOD	
☐	Simple IRA	☐	Roth IRA	For inherited IRA indicate Decedent's name and DoD
☐	IRA	☐	Inherited IRA	
☐	Limited Liability			Copy of company resolution authorizing this purchase and naming person authorized to sign
☐	Company Fund (LP)			Corporate resolution of this purchase and naming person authorized to sign
☐	C Corporation	☐	S Corporation	Articles of Incorporation or Corporate Resolution
☐	Trust			Trustee Certification form or trust documents, including trust date
☐	Other (Specify) _____			

If non-U.S., disclose country of citizenship (If a fund, LLC, corporation or trust, then disclose the partners, members, stockholders, or beneficiaries' country of citizenship)* _____

*NOTE: Non-U.S. Citizens are required to submit a W-8 and copy of photo ID with the subscription agreement.

[1] Class F (Commission): Class F Interests purchased with an upfront sales commission are subject to the Memorandum Supplement: Sales Commission for Class F Investors (the "Supplement"), which accompanies this Subscription Agreement. Under the Supplement, Class F Investors may pay an upfront sales commission of up to 7.00% of the price for which a sale of Interests is completed. In all other respects, Class F Interests conform to the terms described in the Memorandum. Please read the Supplement before electing this option.

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Section 2

Purchaser Questionnaire

For questions or assistance in completing this form please call (888) 212-2032 or email investorservices@pcredreit.com

To Be Completed by All Investors
Section 2a to be completed by all beneficial owners with greater than or equal to 25% of the ownership interests in the Investor, if an entity. Initials cannot be typed.

*NOTE: Payments made from a bank account that is registered to an individual (or entity) other than the primary investor must have an accompanying letter signed by that account holder's bank confirming such funds were authorized by the account holder. Cashier's checks are not accepted.

2a. Owner/ Authorized Individual Contact Information

Name of Owner/ TTEE (or Beneficial Owner 1)	Name of Owner/ TTEE (or Beneficial Owner 2)
Date of Birth	Date of Birth
Social Security Number	Social Security Number
Residence Address	Residence Address
City, State, Zip Code	City, State, Zip Code
Home Telephone	Home Telephone
Business Telephone	Business Telephone
Email	Email
Source of Funds*	Source of Funds*

Sophisticated Investor
I hereby represent, warrant, and confirm that I have such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of an investment in the Offering.

Initial Here (Beneficial Owner 1) ☐ Initial Here (Beneficial Owner 2) ☐

Name of Owner/ TTEE (or Beneficial Owner 3)	Name of Owner/ TTEE (or Beneficial Owner 4)
Date of Birth	Date of Birth
Social Security Number	Social Security Number
Residence Address	Residence Address
City, State, Zip Code	City, State, Zip Code
Home Telephone	Home Telephone
Business Telephone	Business Telephone
Email	Email
Source of Funds*	Source of Funds*

Sophisticated Investor
I hereby represent, warrant, and confirm that I have such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of an investment in the Offering.

Initial Here (Beneficial Owner 3) ☐ Initial Here (Beneficial Owner 4) ☐

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Section 2

Purchaser Questionnaire

For questions or assistance in completing this form please call (888) 212-2032 or email investorservices@pcredreit.com

To Be Completed by All Investors

2b. Regulatory Matters

Check all applicable boxes

- ☐ Investor is associated with a Financial Industry Regulatory Authority, Inc. ("FINRA") member firm.
- ☐ Investor is a plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA").
- ☐ None of these apply
- ☐ Investor is an entity that is tax-exempt for U.S. federal income tax purposes.
- ☐ Investor is subject to the U.S. Bank Holding Company Act of 1956 or directly or indirectly "controlled" (as that term is denied in such act) by an individual or entity that is subject to such act.

2c. Employee Benefit Tracking

Is the Prospective Investor using funds to purchase or hold the Interests that are assets of (a) an employee benefit plan subject to Part 4 of Title 1 of ERISA, (b) a plan to switch Section 4975 of the Code applies, including an individual retirement account, or (c) an entity whose underlying assets include the assets of any such employee benefit plan or plan (the persons or entities described in clauses (a), (b), and (c) being referred to herein as "Benefit Plan Investors").

☐ Yes ☐ No

If the answer to Question 1 is "yes" and the Prospective Investor is an insurance company purchasing the Interests from funds of its general account OR an entity described in clause (c) of Question 1 above, the portion of the Prospective Investor investments in the Company representing the assets of "Benefit Plan Investors" from the date hereof through and including the date on which the Investor disposes of the Interests will not exceed the following percentage.

For Entity Investors

2d. Corporations, Funds, Trusts, or LLCs

Name of Entity			
Address			
City, State, Zip Code			
Telephone		Taxpayer ID No.	
Name of Person making investment decision		Title	

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Section 3

Accredited Investor Certification

For questions or assistance in completing this form please call (888) 212-2032 or email investorservices@pcredreit.com

3a. PLEASE MARK EACH APPLICABLE STATEMENT BELOW AND PROVIDE REQUESTED VERIFICATION DOCUMENTS:

For Individual or Joint Investors

I represent and warrant that I am reviewing the Memorandum and the related subscription documents for my own investment interest as a principal and that I am an "accredited investor" because, as indicated, I satisfy one or more of the following standards. If the investment is made by joint tenants or tenants-in- common, the joint or common tenant should also initial.

☐ I have an individual net worth* or joint net worth with my spouse or spousal equivalent, which exceeds $1,000,000.

☐ I had individual income (exclusive of any income attributable to my spouse or spousal equivalent) of more than $200,000 in each of the two most recent years and have a reasonable expectation to have individual income in excess of $200,000 in the current year.

(For purposes of this Investor certification, "individual income" means the investor's adjusted gross income, as reported for federal income tax purposes, less any income attributable to a spouse or spousal equivalent, or to property owned by a spouse or spousal equivalent.)

☐ I had joint income with my spouse or spousal equivalent of more than $300,000 in each of the two most recent years and have a reasonable expectation to have joint income in excess of $300,000 in the current year.

☐ I am a director or executive officer of the Company, the Manager or an affiliate, or employee (other than clerical or administrative staff) that participates in investment activities.

☐ I hold in good standing, one of the following certifications and designations:

- Licensed General Securities Representative (Series 7)
- Licensed Investment Adviser Representative (Series 65); and
- Licensed Private Securities Offerings Representative (Series 82)

*For purposes of this Investor Certification, the term "net worth" means the excess of total assets over total liabilities; provided however that for purposes of calculating net worth, the value of the investor's primary residence and the related amount of indebtedness that is secured by such primary residence, up to the estimated fair market value of such primary residence at the time of the investor's acquisition of the Interests are excluded; provided, further, that if the amount of indebtedness secured by the investor's primary residence outstanding at the time of the purchase of the Interests exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the investor's primary residence, the amount of such excess is considered a liability and is deducted from the investor's net worth. Furthermore, indebtedness secured by the investor's primary residence in excess of the estimated fair market value of such primary residence at the time of the investor's acquisition of the Interests is considered a liability and is deducted from the investor's net worth.

PLEASE MARK EACH APPLICABLE STATEMENT BELOW AND PROVIDE REQUESTED VERIFICATION DOCUMENTS:

For Entity Investors

I am completing this Investor certification on behalf of an entity, and I represent and warrant that such entity is an "accredited investor" because, as indicated, it satisfies one or more of the following standards.

☐ The entity is a trust, with total assets in excess of $5,000,000, that was not formed for the specific purpose of acquiring the Interests and which has its investments directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of purchasing the Interests.

☐ The entity is a bank, as defined in Section 3(a)(2) of the Securities Act, or a 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.

☐ The entity is a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934. The entity is an insurance company, as defined in Section 2(a)(13) of the Securities Act.

☐ The entity is an investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act.

☐ The entity is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or of the Small Business Investment Act of 1958.

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Section 3

Accredited Investor Certification

For questions or assistance in completing this form please call (888) 212-2032 or investorservices@pcredreit.com

For Entity Investors (Continued)

- ☐ The entity is a plan established and maintained by a U.S. state, its political subdivisions, or any agency or instrumentality of such state or its political subdivisions, for the benefit of its employees, which has total assets in excess of $5,000,000.
- ☐ The entity is an employee benefit plan within the meaning of ERISA and: (i) the investment decision with respect to the Interests is being made by a plan fiduciary, as defined in Section 3(21) of ERISA, of the employee benefit plan that is either a bank, savings and loan association, insurance company or registered investment adviser; (ii) the employee benefit plan has total assets in excess of $5,000,000; or (iii) if the plan is a self-directed plan, the plan's investment decisions are made solely by the persons that qualify as "accredited investors" (i.e., IRA, SEP-IRA, ROTH, etc.).
- ☐ The entity is a private business development company, as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
- ☐ The entity is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, corporation, Massachusetts or similar business trust, limited liability company or fund, with total assets in excess of $5,000,000 that was not formed for the specific purpose of acquiring Interests.
- ☐ All of the equity owners of the entity are "accredited investors" and the entity is not a trust.
- ☐ The entity is a grantor trust, and each grantor of the trust (i) has the power to revoke the trust and regain title to the trust assets and(ii) is an accredited investor as described in one or more of the categories set forth above. If the Holder is described by this Item, the entity should describe the circumstances under which the trust is revocable by the grantor.
- ☐ The entity is a Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act.
- ☐ The entity is an investment adviser registered pursuant to section 203 of the Investment Advisers Act or registered pursuant to the laws of a state or an investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act.
- ☐ The entity is either (A) a family office, as defined in rule 202(a)(11)(G)–1 of the Investment Advisers Act, with assets under management in excess of $5,000,000, that is not formed for the specific purpose of acquiring an Interest, and whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of an investment in an Interest, or (B) a family client, as defined in rule 202(a)(11)(G)–1 of the Investment Advisers Act, of a family office meeting the requirements described in the preceding clause (A) and whose purchase is directed by such family office.
- ☐ The entity is an entity (including an individual retirement account or Keogh plan) in which all of the equity owners (or beneficiaries, in the case of an individual retirement account or Keogh plan) are Accredited Investors.

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Section 3

Accredited Investor Certification

For questions or assistance in completing this form please call (888) 212-2032 or email investorservices@pcredreit.com

For Those Investing Less Than the Thresholds Listed to the Right

3b. For (i) individuals making an aggregate commitment of less than $200,000, or (ii) entities making an aggregate commitment of less than $1,000,000 into Prospect Credit REIT, LLC, include one of the following:

- ☐ A letter from one of the following, CPA, attorney, investment advisor, or broker dealer, stating that you are an accredited investor. This must be dated within the last 90 days.
- ☐ Tax Returns, W-2s, or pay stubs for the last 2 years showing your income level, name, and date.
- ☐ Bank or brokerage statements showing name, net worth, and date. It can include real estate holdings other than primary residence. Investor should include a credit report as well.
- ☐ Holders of Series 7, 65, or 82 licenses can share their broker check report.

Prospect Employees Only

- ☐ My employer maintains verification of my role in investment activities.

Section 4

4 Contributions & Distributions

For questions or assistance in completing this form please call (888) 212-2032 or email investorservices@pcredreit.com

CHECK THE BOX BELOW IF YOU WOULD LIKE TO PARTICIPATE IN THE DISTRIBUTION REINVESTMENT PLAN FOR ALL INTERESTS HELD IN YOUR ACCOUNT.

If you wish to enroll in the Distribution Reinvestment Plan, check this box: ☐

All distributions will automatically be paid in cash (see Memorandum for details) to the account on record (if applicable) unless you participate in the Dividend Reinvestment Plan.

The Investor must fund all contributions, both initial and subsequent, from the account below, which must be held in the exact name of the Investor as provided herein (Section 2a).

If you plan to invest through an IRA, confirm your IRA is with one of the approved custodians and fill out the below.

Approved IRA custodians: Schwab, Fidelity, Pershing, Goldman Sachs, Community National Bank, Royal Bank of Canada, Hilltop Securities, SEI, Altruist, and Mainstar Trust.

Otherwise, check this box and complete the separate First National Bank of Omaha form (available by request) to open an IRA with First National Bank of Omaha, do not fill out the below. ☐

Account Information

Bank/Custodian Name

Name on Account

Account Number | Custodian's EIN

ABA# (ACH Only) | Swift Code (if applicable)

For Further Credit to (if applicable)

Custodian Address

City, State, Zip Code

Custodian Telephone

Please Attach Copy Of Voided Check To This Form If Funds Are To Be Sent To A Bank*

*The above services cannot be established without a pre-printed voided check. For electronic funds transfers, signatures of bank account owners are required exactly as they appear on the bank records. If the registration at the bank differs from that on this Subscription Agreement, all parties must sign.

Section 5

5 Trusted Contact *(Optional)*

For questions or assistance in completing this form please call (888) 212-2032 or email investorservices@pcredreit.com

By completing this section, you authorize Prospect Credit REIT, LLC to contact the person(s) named below for the following reasons: if there are questions or concerns about my whereabouts or health status; if suspected that I may be a victim of fraud or financial exploitation; if suspected that I might no longer be able to handle my financial affairs; to confirm the identity of any legal guardian, executor, trustee, authorized trader, or holder of a power of attorney; or if I am not reachable after prolonged and multiple attempts.
Note: Your trusted contact must be someone other than an account owner.

Contact 1

Name: | Relationship:

Primary Phone: | Email Address:

Address: | City, State, Zip Code:

Contact 2

Name: | Relationship:

Primary Phone: | Email Address:

Address: | City, State, Zip Code:

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Section 6

Transfer on Death (TOD) Designation

For questions or assistance in completing this form please call (888) 212-2032 or email investorservices@pcredreit.com

Optional
This form is available for individual and joint accounts only.

Note: If you do not provide % ownership, it will be split evenly by default.

The undersigned account owner(s) of Prospect Credit REIT, LLC hereby designate the following person(s) as my beneficiary(ies). If I live in a state with community property statutes and do not designate my spouse as the sole primary beneficiary I represent and warrant that my spouse has consented to such designation.

BENEFICIARY 1

Mailing Address:

City, State, Zip:

Social Security Number (or) Tax Identification Number:

☐ Primary Beneficiary ☐ Contingent Beneficiary %

BENEFICIARY 2

Mailing Address:

City, State, Zip:

Social Security Number (or) Tax Identification Number:

☐ Primary Beneficiary ☐ Contingent Beneficiary %

BENEFICIARY 3

Mailing Address:

City, State, Zip:

Social Security Number (or) Tax Identification Number:

☐ Primary Beneficiary ☐ Contingent Beneficiary %

Account Owner Signature

Print Name

Date

Signature of Account Owner

Account Co-Owner Signature (if applicable)

Print Name

Date

Signature of Co-Account Owner

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Section 7

Representations & Warrants

For questions or assistance in completing this form please call (888) 212-2032 or email investorservices@pcredreit.com

I, the undersigned (the "Investor"), hereby offer to purchase the limited liability company Interests in Prospect Credit REIT, LLC (the "Company") in the amount set forth in Section 1 of this Subscription Agreement and under the terms and conditions contained herein and in the Memorandum of the Company, as amended or supplemented, and the exhibits attached thereto, including, without limitation, the Operating Agreement.

THE UNDERSIGNED HEREBY MAKES THE FOLLOWING REPRESENTATIONS AND WARRANTIES WITH THE FULL UNDERSTANDING THAT THE COMPANY AND ITS MANAGER ARE RELYING ON SUCH REPRESENTATIONS AND WARRANTIES.

1. I have received, read and fully understand the Memorandum and all of its exhibits, including, without limitation, the Operating Agreement and I am at least 21 years of age.

2. Investor is basing its decision to invest only on the information in the Memorandum and all of its exhibits, including, without limitation, the Operating Agreement and I have not relied on any other information provided or representations made by any other person.

3. I am executing the Subscription Agreement: (A) on my own behalf, as a natural person, and I have the legal capacity to execute, deliver and perform my obligations under this Subscription Agreement; or (B) on behalf of a corporation, fund, limited liability company, trust or other entity, and (i) such entity is duly organized, validly existing and in good standing under the laws of the jurisdiction where it was formed and is authorized by its governing documents to execute, deliver and perform its obligations under this Subscription Agreement and to become a Member of the Company, (ii) I have the full power and authority to execute and deliver this Subscription Agreement on behalf of such entity and (iii) such entity's execution hereof and performance of its obligations hereunder, has been duly authorized by all requisite corporate or other action by the entity.

4. The execution, delivery and performance by Investor of this Subscription Agreement and the Operating Agreement will not result in a breach of, violate any term or provision of, or constitute a default under any articles of formation, bylaws, partnership agreement, operating agreement, indenture, deed of trust, mortgage, judicial or administrative order, or Law to which Investor is bound.

5. No third-party approval or consent is required for the Investor to enter into this Subscription Agreement or the Operating Agreement. This Subscription Agreement, the Operating Agreement and all documents required hereby and thereby to be executed by Investor are and shall be valid, legally binding obligations of and enforceable against Investor in accordance with their terms.

6. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy law is pending against or contemplated by Investor.

7. There are no actions, suits, proceedings or claims pending, or to the best of Investor's knowledge, contemplated or threatened, before any court, commission, regulatory body, administrative agency or other governmental body with respect to or in any manner affecting the ability of Investor to enter into or performance its obligations under this Subscription Agreement and the Operating Agreement. Investor has not been subject to any disqualifying events under Rule 506(d) of Regulation D promulgated under the Securities Act (each, a "Disqualifying Event") and is not subject to any proceeding or event that could result in any such Disqualifying Event.

8. I am not, and, in the case of a corporation, fund, limited liability company, trust or other entity, none of its principal owners, partners, members, directors or officers are, included on the Office of Foreign Assets Control list of foreign nations, organizations and individuals subject to economic and trade sanctions based on U.S. foreign policy and national security goals, Executive Order 13224, which sets forth a list of individuals and groups with whom U.S. persons are prohibited from doing business because such persons have been identified as terrorists or persons who support terrorism, or any other watch list issued by any governmental authority, including the Securities and Exchange Commission.

9. The funds that I am contributing to the Company are not derived from any criminal enterprise.

10. I agree that I will provide additional information or take such other actions as may be necessary or advisable for the Company, in the sole discretion of the Manager, for anti-money laundering purposes. I further agree that the following remedial measures among others may be taken by the Manager if it determines in its sole discretion that it is in the interests of the Company: (i) prohibiting additional investments by, or segregating assets of, me, (ii) compulsory redemption or forced sale of the Interests held by me, and/or (iii) the reporting of such action or confidential information or reporting the failure to comply with such requests, to appropriate governmental authorities.

11. I understand that an investment in the Company involves substantial risk, and I am fully aware of an understand all of the risk factors relating to the investment, including, but not limited to, the risks set forth in the "Risk Factors" section of the Memorandum.

12. My overall commitment to investments that are not readily marketable is not disproportionate to my individual net worth. My investment in the Company will not cause my overall commitment to illiquid investments to become excessive. I have adequate means of providing for my financial requirements, both current and anticipated, and have no need for liquidity in this investment. I can bear and am willing to accept the economic risk of losing my entire investment in the Company.

Representations & Warrants

13. I am purchasing the Interests for my own account and for investment purposes only, and not for the account of others. I have no present intention, contract, agreement, undertaking or arrangement to assign, resell or subdivide the Interests.

14. Investor qualifies as an "accredited investor" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act. Investor acknowledges that the Interests are being offered and sold in reliance on specific exemptions from the registration requirements of applicable federal and state securities laws, and the Company and the Manager are relying upon the truth and accuracy of Investor's representations, warranties, statements, covenants and agreements set forth herein and in the accompanying Investor Certification in order to determine suitability to invest in the Company. My minimum investment amount is not financed in whole or in part by any third party for the specific purpose of making the particular investment in the Company.

15. All the information that I have provided on the accompanying Investor Certification and this Subscription Agreement is complete, accurate and correct as of its date and may be relied on by the Company and the Manager in connection with my investment. I hereby agree to notify the Company and the Manager immediately of any material change in any of that information occurring before the acceptance of this Subscription Agreement.

16. I have provided the correct Taxpayer Identification Number, and I am not subject to back-up withholding as a result of a failure to report all interest or dividends (or the Internal Revenue Service has notified me that I am no longer subject to back-up withholding).

17. I have had the opportunity to ask questions of, and receive answers from, the Company and the Manager, and their respective principals, concerning the Company, the Manager, the respective affiliates of each of the foregoing entities, the Interests and the terms and conditions of the Offering, and to obtain any additional information deemed necessary to verify the accuracy of the information contained in the Memorandum, to the extent possessed by the Manager or obtainable by it without unreasonable effort or expense. I have been provided with all materials and information requested by either me or others representing me, including any information requested to verify any information furnished by me. No oral or written representations have been made or oral or written information furnished to Investor or Investor's advisors in connection with this subscription for Interests that were in any way inconsistent with the information stated in the Memorandum, this Subscription Agreement or the Operating Agreement.

18. Investor has consulted with its own tax and legal advisors regarding Investor's subscription for Interests and the tax consequences of the transactions contemplated by the Memorandum, this Subscription Agreement and the Operating Agreement.

19. I understand that, due to the restrictions described below, and the lack of any public market existing or likely to exist in the future for the Interests, my investment in the Company will be illiquid and I will be required to assume the financial risks of the investment for an indefinite period of time.

20. I understand that the sale, assignment, transfer or other disposition of the Interests is restricted under applicable federal and state securities laws and the terms of the Operating Agreement. I understand that the Company has no obligation, and does not intend to register any of the Interests for resale under any federal or state securities laws or to take any action under any such laws to make available an exemption from registration requirements. I further agree that I will not sell, assign, transfer or otherwise dispose of any Interests I purchase, in whole or in part, unless such sale, assignment, transfer or other disposition is (A) registered under applicable federal and state securities laws or if required by the Manager, obtain an opinion of counsels that is factory to the Manager that such Interests may be sold in reliance upon an exemption from registration, and (B) otherwise permitted by and made in accordance with the terms of the Operating Agreement. I also understand and acknowledge that, if the Interests are certified, one or more legends will be placed on the Interests imposed by applicable federal and state securities laws and the Operating Agreement.

21. I understand that no state or federal governmental authority has approved or disapproved of the Interests, reviewed or passed on the accuracy or adequacy of the Memorandum or made any finding or determination relating to the fairness of an investment in the Company and that no state or federal governmental authority has recommended or endorsed or will recommend or endorse the Interests.

22. If subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), I am aware of, and have taken into consideration, the diversification requirements of Section 404(a)(3) of ERISA in determining to invest in the Company and have concluded that such investment is prudent and not a non-exempt "prohibited transaction" within the meaning of Section 406 of ERISA and Section 4975(c) of the Internal Revenue Code (the "Code").

23. If acting on behalf of a charitable remainder trust, I am aware that if any portion of the income derived from the trust's ownership of Interests is deemed to be unrelated business taxable income ("UBTI"), Section 664(c) of the Code imposes on the trust an excise tax equal to the amount of such UBTI.

24. I understand and agree that I may not assign this offer or, except as specifically permitted by law, revoke my subscription. I acknowledge that the Manager, in its sole and absolutes discretion, has the unconditional right to accept or reject this subscription, in whole or in part.

25. I understand that, if I am acquiring the Interests in a fiduciary capacity, the representations, warranties, statements, covenants and agreements set forth herein and in the accompanying Investor certification shall be deemed to have been made on behalf of the person or persons for whose benefit I am acquiring such Interests. I have properly identified such person or persons in these subscription documents.

Representations & Warrants

26. I understand as described in the Memorandum that despite the commercially reasonable efforts of the Company, the Manager, and their affiliates, to avoid the occurrence of non-exempt prohibited transactions under the Internal Revenue Code (the "Code"), such transactions may occur by reason of my purchase of Interests of the Company and that such transactions may have a negative tax impact. Furthermore, I understand that the management of the Company may be impacted if the Company's assets are deemed "plan assets" under the Code and ERISA. I have consulted with the appropriate legal, tax, or similar advisors with respect to the appropriateness of the plan's investment in the Company in light of the matters described in the Memorandum under "ERISA Considerations." Furthermore, I warrant and represent that either:

A. no portion of the assets used to purchase and hold Interests constitute the assets of any Benefit Plan;
or
B. if I am using the assets of any Benefit Plan to purchase or hold Interests:

(i) the purchase and holding of Interests will not constitute a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code;
(ii) I have made my own discretionary decision to acquire and hold the Interests and am not relying upon the Company, the Manager or their affiliates to make any decision regarding the investment of Benefit Plan assets or for investment advice; the investment is in accordance with the Benefit's Plan's governing documents and is otherwise in accordance with ERISA or similar laws;
(iii) I have authority to make this investment; and
(iv) if the assets of a Benefit Plan are used to purchase or hold Interests, that Benefit Plan's assets do not include any direct investment in real estate.

27. I hereby adopt the Prospect Credit REIT, LLC Operating Agreement (the "Operating Agreement") as an Investor of the Company. I acknowledge and agree that my execution of this Subscription Agreement also constitutes my execution of the Operating Agreement and I accept the terms and conditions of the Operating Agreement if my subscription is accepted by the Manager.

28. I acknowledge that First National Bank of Omaha is acting solely as the escrow agent in connection with the offering of the Interests, and makes no recommendations with respect thereto. I understand that First National Bank of Omaha has made no investigation regarding the offering, the Company, the Manager, or any other person or entity involved in the offering.

29. This Subscription Agreement shall be construed in accordance with and governed by the laws of the State of Delaware except as to the type of registration of ownership of Interests, which shall be construed in accordance with the state of principal residence of the subscribing investor.

30. I hereby covenant and agree that any dispute, controversy or other claim arising under, out of or relating to this Subscription Agreement or any of the transactions contemplated hereby, or any amendment thereof, or the breach or interpretation hereof or thereof, shall be exclusively determined and settled in binding arbitration in the State of Delaware, in accordance with the rules and procedures of the American Arbitration Association. The prevailing party shall be entitled to an award of its reasonable costs and expenses including, but not limited to, attorneys' fees, in addition to any other available remedies. Any award rendered therein shall be final and binding on each and all of the parties thereto and their personal representatives and judgment may be entered thereon in any court of competent jurisdiction.

31. I hereby acknowledge and agree that: (a) I may not transfer or assign this Subscription Agreement, or any interests herein, and any purported transfer shall be void; (b) I hereby acknowledge and agree that I am not entitled to cancel, terminate or revoke this Subscription Agreement and that this Subscription Agreement will be binding on my heirs, successors and personal representatives; provided, however, that if the Company rejects this Subscription Agreement, this Subscription Agreement shall be automatically canceled, terminated and revoked; (c) this Subscription Agreement constitutes the entire agreement among the parties hereto with respect to the sale of the Interests and may be amended, modified or terminated only by a writing executed by all parties (except as provided herein with respect to rejection of this Subscription Agreement by the Company); (d) within five days after receipt of a written request from the Company, the undersigned agrees to provide such information and to execute and deliver such documents as may be reasonably necessary to comply with any and all laws and regulations to which the Company is subject; and (e) the representations and warranties of the undersigned set forth herein shall survive the sale of the Interests pursuant to this Subscription Agreement. I further certify that I am not subject to any back-up withholding due to the Internal Revenue Service ("IRS").

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Section 7

Representations & Warrants

For questions or assistance in completing this form please call (888) 212-2032 or email investorservices@pcredreit.com

Electronic Delivery Distribution - Enter Email Below

In lieu of receiving documents by mail, I authorize the Company or its agent to make accessible on a website all reports required to be delivered to me and to notify me via e-mail when such reports or updates are available. Any investor who elects the option must provide an email address below. Please carefully read the following representations before consenting to receive documents electronically. By signing this Subscription Agreement, you represent the following:

I acknowledge that access to the internet, email and the World Wide Web is required in order to access documents electronically. I may receive by email notification of the availability of a document in electronic format. The notification e-mail will contain a web address (or hyperlink) where the document can be found. By entering this address into my web browser, I can view, download and print the document from my computer. I acknowledge that there may be costs associated with electronic access, such as usage charges from my internet provider and telephone provider, and that these costs are my responsibility.

a. I acknowledge that I may receive, at no cost from the Company, a paper copy of any documents delivered electronically by calling my financial advisor.

b. I understand that if the e-mail notification is returned to the Company as “undeliverable,” a letter will be mailed to me with instructions on how to update my e-mail address to begin receiving communications via electronic delivery. I further understand that if the Company is unable to obtain a valid e-mail address for me, the Company will resume sending a paper copy of its documents by U.S. mail to my address of record.

c. I understand that my consent may be updated, including any updates to the e-mail address to which documents are delivered, or cancelled, at any time by calling my financial advisor.

E-mail Address: _____

☐ Opt out of electronic delivery and receive paper documents to address of record.

The Interests have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), or under the provisions of any state securities laws, but have been acquired by the registered holder hereof for purposes of investment and in reliance on statutory exemptions under the Securities Act, and under all applicable state securities laws. The Interests may not be sold, pledged, transferred or assigned except pursuant to an effective registration statement under the Securities Act and under applicable state securities laws, or in a transaction which is exempt from registration under the provisions of the Securities Act and under provisions of applicable state securities laws; and in the case of an exemption, only if the Company has received an opinion of counsel that such transaction does not require registration of the Interests, which opinion and which counsel shall be satisfactory to the Company in its sole discretion.

Investor is aware that the Company will make a notation in its records, and notify its transfer agent, if any, with respect to the restrictions on the transferability of the Interests.

The above representations are not a waiver of any rights that I may have under the acts administered by the Securities and Exchange Commission or by any state regulatory agency administering statutes bearing on the offer and sale of securities.

INDEMNIFICATION OBLIGATIONS OF THE UNDERSIGNED

Investor shall identify and hold harmless the Company, any affiliated corporation or entity, the partners, officers, directors and employees of any of the foregoing and any professional advisors thereto, from and against any and all loss, damage, liability or expense, including costs and reasonable attorney’s fees, to which they may become subject or which they may incur by reason of or in connection with any misrepresentation made by Investor in this Subscription Agreement, in the Accredited Investor certification supplied by Investor in connection with this subscription, or otherwise, any breach of any of Investor’s representations or warranties, or any failure by Investor to fulfill any of its covenants or agreements under this Subscription Agreement.

INSTRUCTIONS TO INVESTOR

You are required to execute your own Subscription Agreement. The Manager will not accept a Subscription Agreement that has been executed by someone other than you, unless such person is acting in a fiduciary capacity on your behalf or otherwise has been given your legal power of attorney to sign on your behalf, and you satisfy all of the requirements for investing in the Company set forth in the Memorandum, in this Subscription Agreement and in the accompanying Accredited Investor Certification.

Your execution of this Subscription Agreement constitutes your binding offer to purchase the Interests subscribed for. Once you subscribe to purchase Interests, you may not withdraw your subscription, except as specifically permitted by applicable law. The Manager, in its sole and absolute discretion, may reject or accept your subscription, in whole or in part, and in each case without liability to you. If your subscription is rejected, then all of your funds will promptly be returned to you, without any interest thereon.

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Section 7

Representations & Warrants

For questions or assistance in completing this form please call (888) 212-2032 or email investorservices@pcredreit.com

NOTICE TO RESIDENTS OF ALL STATES. THE INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OR JURISDICTION, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR AN EXEMPTION THERE FROM. THE INTERESTS HAVE NOT BEEN APPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF THE INTERESTS OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

I ACKNOWLEDGE THAT ALL DOCUMENTS, RECORDS AND BOOKS PERTAINING TO AN INVESTMENT IN THE COMPANY HAVE BEEN MADE AVAILABLE FOR INSPECTION BY ME AND MY ATTORNEY, ACCOUNTANT AND/OR OTHER ADVISORS.

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Section 8

Signature Page

For questions or assistance in completing this form please call (888) 212-2032 or email investorservices@pcredreit.com

I, the undersigned, hereby agree to purchase Interests of Prospect Credit REIT, LLC (the "Company") in the amount set forth in Section 1 of this Subscription Agreement and on the terms described in the Memorandum, as supplemented or amended from time to time. I acknowledge and agree that my execution of this Subscription Agreement also constitutes my execution of the Operating Agreement (the "Operating Agreement"), and I accept the terms and conditions of the Operating Agreement if my subscription is accepted by the Manager. I acknowledge that I may not assign this subscription, nor may it be withdrawn, after it has been accepted by the Manager. I hereby irrevocably constitute and appoint the Manager, and its duly authorized agents, my agent and attorney-in-fact, in my name, place, and stead to make, execute, acknowledge, swear to, file, record, and deliver the Operating Agreement on its behalf and any certificates, documents, amendments, and other instruments as specified in the Operating Agreement. The power of attorney granted hereunder is a special power of attorney coupled with an interest and is irrevocable. I further acknowledge that there are certain representations, warranties, and covenants that I must make before the Manager will accept my subscription.

Form W-9: I HEREBY CERTIFY: Under penalties of perjury, I certify that: (1) The number shown on this form is my correct Taxpayer Identification Number, and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person, (4) I am not subject to the Foreign Account Tax Compliance Act.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

8a. Signatures

OWNER/AUTHORIZED INDIVIDUAL CONTACT INFORMATION

Signature of Individual Investor _____ Date _____

Signature of Joint Owner (if applicable) _____ Date _____

ENTITIES (I.E., CORPORATION, FUND, LLC OR TRUST)

Name of Entity _____

Print Name and Title of Entity Representative _____ Date _____

Print Name and Title of Entity Representative _____ Date _____

Signature of Entity Representative _____ Date _____

Signature of Entity Representative _____ Date _____

IRA, ROTH OR QUALIFIED PENSION PLAN:

Signature of Participant _____ Date _____

Signature of Participant _____ Date _____

Signature of Participant _____ Date _____

Signature of Custodian, if required _____ Date _____

Section 9

9 Subscription Agreement – RIAs only

For questions or assistance in completing this form please call (888) 212-2032 or email investorservices@pcredreit.com

SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS - **FOR REGISTERED INVESTMENT ADVISORS ONLY**

For purposes of the Subscription Agreement and the subscription of the person (the "Subscriber") subscribing hereunder (the "Subscription"), the advisor identified herein ("Advisor") represents and warrants to, and agrees with, the Company and its Manager, as follows (capitalized terms used herein without definition have the meanings ascribed to such terms in the Subscription Agreement):

1. Advisor acknowledges and agrees that no compensation will be paid in respect of the Subscription to the Advisor by the Company or any person acting on its behalf.

2. In its communications with Subscriber with respect to the Offering and in procuring the Subscription, the Advisor represents as follows:
a. The Advisor has reasonable grounds to believe that the Subscriber is an "accredited investor" as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act, and that the Subscriber meets the financial qualification and suitability standards and other requirements established by the Company for investing in the Offering.
b. Prior to submitting the Subscription, the Advisor made reasonable inquiry to determine (i) if the Subscriber is acquiring the Interests for the Subscriber's own account or on behalf of other persons and (ii) that the Subscriber understands that the Interests are illiquid and that he, she or it must bear the economic risk of the investment for an indefinite period of time because of such illiquidity.

3. The Advisor agrees to maintain, for at least six years, a record of the information obtained to determine that an investment in the Company is a suitable and appropriate investment for the Subscriber and that such Subscriber meets the financial qualification and suitability standards and other requirements imposed on investors in the Offering, and to make such records available to the Company during such period upon its reasonable request.

4. The Advisor agrees to keep records indicating by number to whom the Memorandum and related materials was delivered and to make such information available to the Company upon written request.

5. The Advisor represents to the Company that the Advisor or the company with which Advisor is employed (the "Firm") has established and implemented:

(a) an anti-money laundering compliance program in accordance with applicable laws and regulations, Including federal and state securities laws, the USA Patriot Act of 2001, Executive Order 13224 - Executive Order on Terrorist Financing Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, industry practices for the investment advisor industry, and applicable rules of FINRA to the extent applicable to the Advisor or the Firm; and (b) a program, in accordance with applicable laws and regulations, (i) for the certification of the identity of its new clients, (ii) for maintenance of client records, (iii) to check off the names of new clients against government watch lists, including the Office of Foreign Asset Control's list of Specially Designated Nationals and Blocked Persons, and (iv) for the provision of information to the Financial Crimes Enforcement Network upon request.

6. With respect to any nonpublic personal information, as denied in the Gramm-Leach-Bliley Act of 1999 (the "GLB Act"), of Subscriber provided to the Advisor, the Advisor agrees to (a) abide by and comply with and to cause the Firm to abide by and comply with (i) the applicable privacy standards and requirements of the GLB Act and the applicable regulations promulgated thereunder, (ii) the privacy standards and requirements of any other applicable federal or state law, and (iii) the Firm's own internal privacy policies and procedures, each as may be amended from time to time; (b) refrain from the use or disclosure of nonpublic personal information (as denied under the GLB Act) of Subscriber if Subscriber has opted out of such disclosures, except as necessary to service the Subscriber or as otherwise necessary or required by applicable law; and provide Subscriber both initial and annual privacy notices as required pursuant to Rule 6(a) of Regulation S-P, promulgated under the GLB Act.

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Section 10

Signature Page

For questions or assistance in completing this form please call (888) 212-2032 or email investorservices@pcredreit.com

Registered Representatives Only

10a. Broker or RIA Information

Financial Advisor/Broker Name:	
Office Address:	
Telephone Number:	
Email Address:	
Custodian Telephone:	
Name of Broker Dealer/RIA:	
Address:	
Telephone number of Broker Dealer / RIA:	

Rep number and branch number:

BROKER/DEALER REPRESENTATION AND WARRANTIES

Investor suitability requirements have been established by Prospect Credit REIT, LLC ("PCRED" or the "Company") and are in the Confidential Private Placement Memorandum ("Memorandum") under "Who May Invest." Before recommending the purchase of Interests of the Company ("Interests"), we must have reasonable grounds to believe, on the basis of information supplied to us by the Prospective Investor concerning his or her investment objectives, other investments, financial situation and needs, and other pertinent information that: (i) the Prospective Investor meets the investor suitability requirements established by the Company; (ii) the Prospective Investor has a net worth and income sufficient to sustain the risks inherent in the Interests, including the total loss of this investment and lack of liquidity: and (iii) the Interests are otherwise a suitable investment for the Prospective Investor. We will maintain in our files documents disclosing the basis upon which the suitability of the Prospective Investor was determined. We verify that the above subscription either does not involve a discretionary account or if so, that the Prospective Investor's prior written approval was obtained relating to the liquidity and marketability of the Interests during the term of the investment.

☐ Registered Investment Adviser or Registered Representative affiliated with the broker/dealer indicated above.

☐ Unaffiliated Registered Investment Adviser.

Financial Advisor/Broker Signature _____ Date _____

☐ I, the undersigned below, confirm that the Prospective Investor has a preexisting personal or business relationship with the Company, Manager or any of their officers or directors or affiliated companies or investment programs.

☐ I will comply with the applicable requirements of the Securities Act of 1933, as amended, and the published rules and regulations of the Securities and Exchange Commission thereunder, including Rules 502(c) and 506 of Regulation D, applicable blue sky or other state securities laws, and FINRA rules and regulations.

I represent and warrant that neither I nor any director, executive officer, manager, managing member, other officer, or any person who will receive compensation, directly or indirectly, for participating in the offering ("Broker-Dealer Covered Person") is subject to any "Bad Actor" disqualification described in Rule 506(d) of Regulation D. I also represent and warrant that no Broker-Dealer Covered Person is required to provide a "Bad Actor" disclosure pursuant to Rule 506(e) of Regulation D.

Broker Dealer Principal Signature _____ Date _____