

OXFORD UAF II, LLC

**SUBSCRIPTION AGREEMENT AND QUESTIONNAIRE
AND POWER OF ATTORNEY**

THIS SUBSCRIPTION AGREEMENT AND QUESTIONNAIRE AND POWER OF ATTORNEY (this "**Agreement**") is made as of the date specified on the signature page hereof, by and between OXFORD UAF II, LLC, a Michigan limited liability company (the "**Company**"), with its principal office located at 777 East Eisenhower, Suite 850, Ann Arbor, Michigan 48108 and the subscriber named on the signature page hereof (the "**Subscriber**").

NOW THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the parties agree as follows:

1. **Sale and Purchase of Units.**

(a) The Subscriber hereby subscribes for and agrees to purchase the number of limited liability company membership interests (collectively, "**Units**" and individually, a "**Unit**") in the Company for the aggregate capital commitment set forth on the signature page hereof, payable in cash, in accordance with the terms and conditions of this Agreement and the Promissory Note (as defined below).

(b) In order to subscribe for the Units, the Subscriber must complete, sign and return the following documents to the address set forth above:

(i) **This Agreement.** Please be sure to complete properly Section 4(a) of this Agreement so that the Manager may confirm that the Subscriber meets the suitability requirements for investing in the Company;

(ii) **The Subscriber Information page** (Page 15 of this Agreement);

(iii) **The Promissory Note** (the "**Promissory Note**") representing the subscription price. The name on the Promissory Note must match Subscriber's name as it appears on this Agreement; and

(iv) **A signature page** to the Operating Agreement of Company ("**Operating Agreement**").

(c) If the Subscriber is a **corporation**, it must enclose with this Agreement copies of its Articles of Incorporation, Bylaws and the corporate resolution(s) authorizing the individual executing this Agreement to so act on behalf of the corporation, all of which have been certified by the Secretary or an Assistant Secretary of the corporation as being true and correct copies thereof and in full force and effect. If the Subscriber is a **partnership, limited liability company** or a **trust**, the undersigned has enclosed with this Agreement, a copy of its partnership agreement and any implementing resolution(s) (or other governing agreement), a copy of its operating agreement and any implementing resolution(s) (or other governing agreement) or a copy of its declaration of trust and any implementing resolution(s) (or other governing instrument), as the case may, all such documentation being complete, current and correct as of the date hereof. The documents set forth in this section 1(b)(i)-(iv) and 1(c) are collectively referred to as

the “**Related Documents**” (and individually as a “**Related Document**”). All Related Documents should be sent to Oxford UAF II, LLC, at 777 East Eisenhower, Suite 850, Ann Arbor, Michigan 48108, Attn: Jeff Hauptman .

(d) The offering of Units in the Company (the “**Offering**”) is being made through the Private Placement Memorandum (the “**Memorandum**”).

(e) The minimum investment by the Subscriber in the offering of Units will be \$100,000.00. Oxford Company, LLC, a Michigan limited liability company (the “**Manager**”), reserves the right in its sole discretion to waive the minimum investment requirement.

(f) Until such time as the subscription of the Subscriber is accepted, in the sole discretion of the Manager, and an Offering Closing (as defined below) is held by the Company with respect thereto, this Agreement, the Promissory Note and the Signature Page shall be held by the Manager.

(g) The Subscriber hereby agrees that this subscription is and shall be irrevocable by the Subscriber. The Subscriber hereby agrees that this subscription is and shall be revocable in the sole discretion of the Manager until accepted by the Manager, in its sole discretion. If this subscription is rejected, the Promissory Note, executed and delivered by the Subscriber shall be cancelled and returned to the Subscriber.

(h) The Manager reserves the right to reject any subscription for any reason. The Manager reserves the right to terminate the Offering at any time. Pursuant to the Memorandum, the Company is seeking cash capital commitments aggregating not less than \$5,000,000. The Manager reserves the right to increase or decrease the number of Units being offered pursuant to the Memorandum. The Offering will terminate on September 30, 2020 (as such date may be extended in the sole discretion of the Manager).

2. **Offering Closings.** Upon receiving sufficient subscriptions acceptable to the Manager, the Company intends to hold a closing (the “**Offering Closing**”) at which subscriptions of subscribers satisfactory to the Manager shall be accepted and such subscribers shall be admitted as members of the Company. The Offering Closing is contingent upon the Manager not having terminated the Offering. The Offering Closing shall be held at such time and date, by such method or in such location as the Manager shall determine.

3. **Representations by the Company.** The Company represents and warrants to the Subscriber as follows:

(a) The Company was organized on January 21, 2020 and is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Michigan.

(b) The Company has all requisite power and authority to enter into this Agreement and all other documents relating to its organization, to issue the Units being offered and sold pursuant to this Agreement and to carry out the terms hereof. Neither the creation nor the issuance of the Units, the execution of this Agreement, nor fulfillment of, nor compliance with, provisions and terms of this Agreement will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a violation of or default under, the Certificate of Formation or the Operating Agreement or any agreement or instrument to which Company is now a party.

4. **Representations, Warranties and Agreements of the Subscriber.** The Subscriber represents and warrants to the Company and acknowledges and agrees as follows:

(a) The Subscriber is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"), as a result of the Subscriber being:

Check all that apply.

FOR INDIVIDUAL INVESTORS

_____ I certify that I am a natural person whose individual net worth, or joint net worth with the person's spouse, excluding the value of any principal residence, at the time of his purchase exceeds \$1,000,000.

_____ I certify that I am an accredited investor because I had individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

FOR TRUSTS

_____ The Subscriber hereby certifies that it is an accredited investor because it is a trust with total assets in excess of \$5,000,000, was not formed for the specific purpose of acquiring the Units offered and its purchase is directed by a sophisticated person. *As used in the foregoing sentence, a "sophisticated person" is one who has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of the prospective investment.*

_____ The Subscriber hereby certifies that it is a bank as defined in Section 3(a)(2) of the Securities Act, a savings and loan association or another institution as defined in Section 3(a)(5)(A) of the Securities Act, acting in a fiduciary capacity, and subscribing for the purchase of the Units being offering on behalf of a trust account or accounts.

_____ The Subscriber hereby certifies that it is a revocable trust which may be amended or revoked at any time by the grantors thereof and all of the grantors are accredited investors. *The Manager, in its sole discretion, may request information regarding the basis on which such entity owners are accredited.*

OTHER ACCREDITED INVESTORS

_____ The Subscriber hereby certifies that it is a manager or executive officer of the Company, or any manager or executive officer of the Manager of the Company.

FOR INDIVIDUAL RETIREMENT ACCOUNTS

_____ The Subscriber hereby certifies that it is an accredited investor because it is a self-directed plan (i.e., a tax-qualified defined contribution plan in which a participant may exercise control over the investment of assets credited to his or her account) in which each participant is an accredited investor because each such participant has a net worth of at least \$1,000,000 or has had an individual income of at least \$200,000 (or a joint income with spouse of at least \$300,000) in each of the last two years. *The Manager, in its sole discretion, may request information regarding the basis on which such participants are accredited.*

FOR EMPLOYEE BENEFIT PLANS

_____ The Subscriber hereby certifies that it is 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, and has total assets in excess of \$5,000,000.

_____ The Subscriber hereby certifies that it is an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the decision to invest in the Company was made by a plan fiduciary (as defined in Section 3(12) of ERISA), which is either a bank, savings and loan association, insurance company or registered investment advisor. The name of the plan fiduciary is:

Name: _____
Tax I.D. Number: _____

_____ The Subscriber hereby certifies that it is an employee benefit plan within the meaning of ERISA and has total assets in excess of \$5,000,000.

FOR CORPORATIONS, FOUNDATIONS, ENDOWMENTS OR PARTNERSHIPS

_____ The Subscriber hereby certifies that it is a corporation, partnership, limited liability company, Massachusetts or similar business trust, was not formed for the specific purpose of making an investment in the Company, with total assets in excess of \$5,000,000.

_____ The Subscriber hereby certifies that it is an entity (other than a trust) in which all of the equity owners are Accredited Investors.

FOR BANKS

_____ The Subscriber hereby certifies that it 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.

FOR BROKER-DEALERS

_____ The Subscriber hereby certifies that it is a broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934, as amended.

FOR INSURANCE COMPANIES

_____ The Subscriber hereby certifies that it is an insurance company as defined in section 2(13) of the Securities Act.

FOR INVESTMENT COMPANIES

_____ The Subscriber hereby certifies that it is an investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act").

FOR SMALL BUSINESS DEVELOPMENT COMPANIES

_____ The Subscriber hereby certifies that it is a business development company as defined in section 2(a)(48) of the Investment Company Act.

_____ The Subscriber hereby certifies that it is a Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958, as amended.

_____ The Subscriber hereby certifies that it is a private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940, as amended.

FOR CHARITABLE TAX-EXEMPT ENTITIES

_____ The Subscriber hereby certifies that it is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), was not formed for the specific purpose of acquiring the Units offered, and has total assets in excess of \$5,000,000.

(b) The Subscriber, if an individual, is at least 21 years of age, a citizen of the United States and of sufficient legal capacity to execute this Agreement. If the Subscriber is a corporation, limited liability company, partnership, trust or other entity, the Subscriber is authorized, empowered and qualified to execute this Agreement and the Related Documents and to make an investment in the Company as herein contemplated. Each of this Agreement and the Related Documents, being executed in connection

herewith, including, without limitation, upon execution thereof by Subscriber or the Manager pursuant to the power of attorney granted in this Agreement or pursuant to the Operating Agreement, is valid, binding and enforceable against the Subscriber in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and by general principles of equity (whether considered in a proceeding at law or in equity). The Subscriber is not aware of any laws or regulations that might be the basis for releasing the Subscriber from the obligations created by this Agreement or any Related Document. The address set forth on the Subscriber's signature page to this Agreement is the Subscriber's correct principal place of business or residence, and the Subscriber has no present intention to move its principal place of business or residence to any other domestic or foreign jurisdiction.

(c) The Subscriber has not been organized or reorganized for the specific purpose, among other purposes, of acquiring the Units.

(d) The Subscriber, if an individual, has previously invested in one or all of stocks, bonds and "start up" businesses on a relatively frequent basis.

(e) If the Subscriber is an employee benefit plan, retirement plan, or individual retirement account or annuity or Keogh Plan, the Subscriber hereby certifies (as applicable) that:

(i) the Subscriber is, or is acting on behalf of, (1) an employee benefit plan within the meaning of Section 3(3) of ERISA (whether or not such plan is subject to Title I of ERISA), (2) a "plan" (as defined in Section 4975(e)(1) of Code (whether or not subject to Section 4975 of the Code)), or (3) a person whose underlying assets include plan assets by reason of such an employee benefit plan's investment in such person (including, without limitation, as applicable, an insurance company's general account);

(ii) no beneficiary of the employee benefit plan or retirement plan ("**Plan**") or individual retirement account ("**IRA**"), nor any person in which such beneficiary has an interest, has any relationship or has entered into any transaction with the Company or any of its affiliates other than this Subscription Agreement;

(iii) the investment diversification requirements set forth in ERISA have been examined and satisfied with respect to the Subscriber's investment in the Company; and

(iv) the investment in the Company constitutes a prudent investment of the assets of the Plan or IRA.

(f) The Subscriber certifies that (i) he or it is not a nonresident alien for purposes of income taxation (as such term is defined in the Code and Income Tax Regulations); (ii) it is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and Income Tax Regulations); and (iii) he or it is not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Code.

(g) The Units have not and will not be registered under the Securities Act on the basis that the issuance and sale of the Units is exempt from registration under the Securities Act pursuant to Section 4(2) thereof or Rule 506 of Regulation D promulgated thereunder. The Company's reliance on such exemptions is predicated on the truth and accuracy of the Subscriber's representations and warranties set forth herein. The Subscriber realizes that the basis for the exemption may not be present if, notwithstanding such representations, the Subscriber merely intends to acquire the Units for a fixed or

determinable period in the future, or for a market rise, or for sale if the market does not rise. The Subscriber represents that he has no such intention.

(h) The Subscriber acknowledges that he has carefully evaluated the risks of his investment in the Company, including the risks described in the Memorandum. The Subscriber acknowledges that he is aware that an investment in the Units involves a high degree of risk, and that he has the financial means and sophistication to bear the economic risk associated with such an investment, including the complete loss of his investment. The Subscriber acknowledges that he must continue to bear the economic risk of investment in the Units and the Company for an indefinite period of time. The Subscriber acknowledges that: (i) the Company has a limited operating and financial history; (ii) the transactions of the type set forth in the Memorandum may not close or be consummated, or may close or be consummated in a manner, on terms and conditions, or for consideration, that substantially differs from those described in the Memorandum, (iii) the Manager and its affiliates will receive compensation in connection with the management and operations of the Company and the acquisition and development of properties; (iv) no federal, state, local or foreign agency has passed upon the merits or made any determination as to the fairness of an investment in the Units or the Offering and any representations to the contrary is a criminal violation; (v) the Subscriber is not entitled to cancel, terminate or revoke his subscription or any of the terms, conditions or powers in this Agreement or the Operating Agreement; and (vi) investment returns and projections described or included in the Memorandum or in any exhibits or amendments or supplements thereto are not necessarily comparable to the returns, if any, which may be achieved on investments made by the Company.

(i) The Subscriber is purchasing the Units solely for the Subscriber's own account, for investment purposes, and not with a view to, or for sale in connection with, any distribution thereof, or with any present intention of selling or otherwise transferring the Units. The Subscriber is aware that the Units have not been registered with federal or state securities regulatory agencies in reliance upon exemptions from registration requirements under applicable federal and state laws. The Subscriber is further aware that such registration in the future is unlikely. The Subscriber acknowledges and agrees that the Units may not be sold, pledged, hypothecated, or otherwise transferred or disposed of except upon registration under the federal securities laws and applicable state securities laws, or pursuant to available exemptions therefrom, and as provided in the Operating Agreement because of the restrictions on the transferability of the Units contained therein.

(j) The Subscriber has reviewed carefully the Memorandum and all exhibits thereto, including the Operating Agreement, and any amendments and supplements thereto. The Subscriber acknowledges that he has received all the information he considers necessary or appropriate for determining whether to purchase the Units and invest in the Company. The Subscriber has had the opportunity to ask questions concerning the Company, its properties and the information included in the Memorandum, and has not been refused in any request for additional information that the Manager has in its possession or that is readily available to it. The Subscriber recognizes that certain of the information is based on the beliefs, assumptions and plans of management of the Company, and that the projections and predictions contained in the Memorandum may not materialize and that actual financial results and other events and matters may substantially differ from those projected.

(k) The Subscriber understands that an investment in the Company is a speculative undertaking with advantages and benefits that are generally available only to a certain type of investor, and represents and warrants that (i) he has such knowledge and experience in financial and business matters that the Subscriber is capable of evaluating the merits and risks of an investment in the Company and of making an informed investment decision, (ii) he is experienced and sophisticated in investment matters, including investments similar to an investment in the Company; (iii) his commitments to all investments of this nature bear a reasonable relation to his net worth and to the amount of income which

he expects to receive during the current taxable year; (iv) he is in a financial position that is stable and liquid such that an investment in the Units would not impair his ability to meet reasonably foreseeable financial demands or contingencies; (v) he has substantial experience in making investment decisions of this type and is relying on his own tax, financial or legal advisor or a purchaser representative in making this investment decision; and (vi) the objectives of the Company are compatible with his investment objectives.

(l) The Subscriber understands that neither the Company nor the Manager is presently, or is presently intended to be, registered as an Investment Adviser under the Investment Adviser Act of 1940 or as a broker or dealer under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) or under applicable state securities laws, and, accordingly, the undersigned will not be entitled to certain rights that may be afforded under such acts, including, among other things, rights to receive certain information and reports that would otherwise be required to be provided under such acts.

(m) The execution and delivery of this Agreement and any of the related documents to which the Subscriber is or will be a party, the consummation of the transactions contemplated hereby or thereby and the performance of the Subscriber’s obligations hereunder and thereunder will not conflict with, or result in any violation of or default under, any provision of any certificate or articles of incorporation, bylaws, trust agreement, partnership agreement, or other organizational document, as the case may be, of the Subscriber, or any agreement or other instrument to which the Subscriber is a party or by which the Subscriber or any of its assets or properties may be bound, or any foreign or domestic permit, franchise, judgment, decree, statute, rule or regulation applicable to the Subscriber or the Subscriber’s business or properties.

(n) The Subscriber realizes that the Company will not file, and the Manager does not in the foreseeable future contemplate that the Company will file, periodic reports with the Securities and Exchange Commission pursuant to the provisions of the Exchange Act. The Subscriber also understands that the Manager has not agreed to register any of the Units for distribution in accordance with the provisions of the Securities Act or applicable state securities laws, and that the Company has not agreed to comply with any exemption from registration under the Securities Act or applicable state securities laws for the resale of the Units.

(o) All of the representations and information provided in this Agreement and any additional information that the undersigned has furnished to the Manager with respect to the Subscriber's financial position and business experience is accurate and complete as of the date of this Agreement. If there should be any material adverse change in any such representation or information prior to the admission of the Subscriber as a member of the Company, the Subscriber agrees to immediately furnish accurate and complete information concerning any such material change to the Manager

(p) The Company, the Manager and counsel to the Company intend to and will rely exclusively on the representations, warranties and information provided herein, and any additional information that the Subscriber has furnished or may from time to time furnish to the Manager, to determine the Company's and the Manager's compliance with the Securities Act, applicable state securities laws and other applicable federal, state, local and foreign laws and regulations, and neither the Company nor the Manager shall have any liability arising out of any misrepresentation or omission by the undersigned or any other person with regard to such factual matters.

(q) The Subscriber has not distributed the Memorandum to anyone other than the Subscriber's tax, financial or legal advisers and no one other than the Subscriber and the Subscriber's advisers has reviewed the Memorandum on behalf of the Subscriber.

(r) The Company intends to comply with applicable anti-money laundering laws.¹ The Company does not accept cash, nor does the Company accept money derived from or intended for use in any criminal activity. To comply with its anti-money laundering obligations, the Company may seek, and the Subscriber may be required to provide, detailed background information to ensure anti-money laundering compliance. If the Subscriber fails to provide the requested information regarding the Subscriber's identity, background, and source of investment funds, the Company reserves the right to reject any subscription or to redeem Units held by the Subscriber. Pending the receipt of information and documentation from the Subscriber sufficient to satisfy the Company's anti-money laundering obligations, the Company may retain the Subscriber's money without transferring Units to the Subscriber. If sufficient information and documentation is not provided within a reasonable period of time, the Company will return the Subscriber's money without accepting his subscription.

(s) The Subscriber also understands and agrees that, although the Company will use its commercially reasonable efforts to keep the information provided in the answers to this Agreement strictly confidential, the Company may present this Agreement and the information provided in this Agreement to such persons or entities as it deems advisable if called upon to establish the availability under any applicable law of an exemption from registration of the Units or if the contents hereof are relevant to any issue in any action, suit, or proceeding to which the Company is a party or by which it is or may be bound. The Subscriber agrees that the Company may disclose the Subscriber's status as a subscriber or investor in the Company to third parties, and to government agencies requesting such information.

(t) The Subscriber hereby certifies to the Company and the Manager that all information provided and statements and representations herein are complete and accurate.

5. **Transfer of Units.**

(a) If at any time the Subscriber proposes to sell or otherwise transfer the Units and such Units shall not be registered under a current registration statement under the Securities Act and under state securities laws, which, in the opinion of counsel for the Company, is applicable to such transfer, the Company may require, as a condition to allowing such sale or transfer, that the holder and proposed transferee of the Units furnish to the Company such information and take such steps as, in the opinion of Company's counsel, are necessary in order to establish that exemptions under federal and state securities laws are available for such proposed sale or transfer and that such proposed sale and transfer will not cause the Company to lose the securities law exemptions relied upon to offer and sell Units in the Offering, including, without limitations, a written representation that such proposed transferee is acquiring the Units solely for investment purposes and not with a view to distribution thereof, and the delivery of an opinion of counsel of the holder and/or transferee, acceptable to the Company, that exemptions from the registration requirements are available under federal and applicable state securities laws.

(b) To the extent certificates are issued for the Units, each certificate will carry the following legends:

¹ In October 2001, the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Title III of the "USA PATRIOT" Act of 2001, Pub. L. 107-56., was enacted, which makes a number of important changes to the laws relating to electronic and other surveillance, money laundering, immigration, law enforcement, critical infrastructure, and intelligence. As part of the regulations being promulgated by the Department of Treasury under the USA PATRIOT Act, the Company may be required to gather additional information about its subscribers or investors.

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR AN APPLICABLE EXEMPTION TO THE REGISTRATION REQUIREMENTS OF SUCH ACT OR SUCH LAWS.”

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CONTRACTUAL RESTRICTIONS ON TRANSFER PURSUANT TO THAT CERTAIN SUBSCRIPTION AGREEMENT AND QUESTIONNAIRE AND POWER OF ATTORNEY AND THE OPERATING AGREEMENT DATED JANUARY 21, 2020 (AS IT MAY BE AMENDED, RESTATED OR SUPPLEMENTED), BY AND AMONG THE COMPANY AND THE MEMBERS OF THE COMPANY AND ANY OTHER SIGNATORIES THERETO. YOU MAY OBTAIN A COPY OF SUCH AGREEMENTS BY CONTACTING THE MANAGER OF THE COMPANY.”

(c) **Operating Agreement.** The Subscriber understands and acknowledges that his right to transfer the Units is limited by the terms of the Operating Agreement. The Subscriber hereby agrees to the terms of the Operating Agreement.

6. **Tax Risk.** No tax opinion or other tax advice will be obtained or provided as part of the Offering. **EACH SUBSCRIBER IS ADVISED TO SEEK PROFESSIONAL GUIDANCE FROM HIS OWN TAX ADVISER IN EVALUATING THE RISKS OF AN INVESTMENT IN THE INTERESTS AND THE COMPANY.** The Subscriber understands that, in the event of a change in the tax laws of the United States or any other jurisdiction applicable to the Company or the ownership of Units, or a change in the interpretation or application of these laws (through legislative or administrative pronouncements or otherwise), the Subscriber’s distributions with respect to the Units may be reduced or terminate as a result of such changes. The Subscriber will be liable for the payment of any stamp duties, transfer or other federal, state, local and foreign taxes, including income taxes, imposed in connection with the subscription for, ownership of, or transfer of, the Units, and all distributions and allocations with respect thereto.

7. **Partial Invalidity.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not affect any other provision of this Agreement.

8. **Survival of Agreements, Representations and Warranties.** All warranties, representations, covenants, and agreements made herein shall survive the execution and delivery of this Agreement and of the Units. No warranty or representation other than those set forth herein is relied upon by Subscriber in making or performing this Agreement. Subscriber acknowledges that any feasibility study, projection or forecast of the Company's operations furnished to Subscriber constitutes mere suppositions based upon the assumptions shown therein and does not constitute representations of facts by the Company or its promoters, officers or members.

9. **Indemnification.** Subscriber agrees to indemnify and hold harmless the Company and the Manager and their respective officers, employees and members, managers, agents, representatives and their affiliates or anyone acting on behalf of any of them from and against all damages, losses, costs and expenses (including reasonable attorneys’ fees) which they may incur by reason of the failure of the undersigned to fulfill any of the terms or conditions of this Agreement, or by reason of any breach of the representations and warranties made by the Subscriber herein or in any Related Document, or in any other document provided by the Subscriber to the Company.

10. **Notices.** All notices provided for herein shall be in writing and be sent by hand delivery, recognized overnight delivery service, certified mail, postage prepaid, return receipt requested, or by facsimile transmission or e-mail, to the Company at 777 East Eisenhower, Suite 850, Ann Arbor, Michigan 48108, facsimile no. 734.747.6006, e-mail to jeff@oxfordcompanies.com, with a copy (which shall not constitute “notice” or delivery) to J. Adam Rothstein, Esq., Honigman LLP, 39400 Woodward Avenue, Suite 101, Bloomfield Hills, Michigan, 48304-5151, facsimile no. 248.566.8479, e-mail arothstein@honigman.com, or if directed to the Subscriber, to the address set forth under Subscriber’s name at the end of this Agreement. Any party may change its address for notices by written notice in the manner provided above. Notice for purposes of this paragraph 10 shall be deemed given when delivered in person, two days after deposit with a recognized overnight delivery service, the date that it three days after certified mail shall have been deposited with the U.S. Post Office, in each case as addressed as required above, or upon receipt of electronic confirmation of delivery if by facsimile transmission.

11. **Successors and Assigns.** The terms of this Agreement, including all covenants, representations and warranties herein, shall be binding upon and shall inure to the benefit of the Company and its successors and assigns. The terms of this Agreement, including all covenants, representations and warranties herein, shall be binding upon and shall inure to the benefit of the Subscriber and his permitted transferees. The Subscriber may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Company.

12. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile signature or otherwise), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. **Descriptive Headings; Definitions; Language.** The descriptive headings of the several sections of this Agreement are for convenience and shall not be deemed to affect the meanings or construction of any of the provisions hereof. Capitalized terms not defined herein shall have the meanings given to them in the Memorandum or the Operating Agreement, as applicable. Feminine, neuter, and masculine pronouns, the plural and singular, shall be construed to be and shall be interchangeable in any place or places herein in which the context may require such interchange.

14. **Governing Law.** This Agreement is, and is so intended to be, a Michigan contract, and all questions as to its execution and performance are to be construed in accordance with and governed by the laws of the State of Michigan.

15. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties, and there are no other agreements, understandings, representations, covenants or promises between the parties hereto which relate to the subject matter hereof. Subscriber represents and warrants that no promise or representation has been made to him which conflicts with the transaction set forth herein in any way.

16. **Termination of Agreement and Right to Refund.** If (i) the Subscriber’s subscription and this Agreement is rejected by the Company or the Manager or (ii) the Manager otherwise determines to terminate the Offering, then and in any such event this Agreement shall be null and void and of no further force and effect, and no party shall have any rights against any other party hereunder or under the Operating Agreement or any other Related Document.

17. **Legends.**

FOR FLORIDA RESIDENTS:

IF SALES ARE MADE TO FIVE OR MORE PERSONS IN FLORIDA, AND YOU PURCHASE SECURITIES HEREUNDER, THEN YOU MAY VOID SUCH PURCHASE EITHER WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY YOU TO THE COMPANY, AN AGENT OF THE FUND, OR AN ESCROW AGENT OR WITHIN THREE (3) DAYS AFTER THE AVAILABILITY OF THIS PRIVILEGE COMMUNICATED TO YOU, WHICHEVER OCCURS LATER.

UNIFORM LEGEND:

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING MENTIONED AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT OR ANY OF THE OFFERING MATERIALS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED OFFERING MATERIALS ACCOMPANYING THIS AGREEMENT, INCLUDING THE OPERATING AGREEMENT OF THE COMPANY, AND UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

18. **Power of Attorney.**

(a) The Subscriber hereby adopts, and agrees to be bound by, each and every provision of the Operating Agreement, including the power of attorney included therein.

(b) The undersigned hereby makes, constitutes and appoints the Manager, with full power of substitution, the Subscriber's true and lawful attorney for the Subscriber and in the Subscriber's name, place and stead and for the Subscriber's use and benefit to sign, seal, acknowledge, file and/or record, as applicable:

(i) The Operating Agreement, as well as any amendment thereto or restatement thereof that has been approved in accordance with the provisions of the Operating Agreement and under the laws of the State of Michigan;

(ii) Any other instrument or document, which may be required to be filed by the Company under the laws, rules, regulations, orders or interpretations of any state or by any governmental agency or authority or the rules or regulations of any self-regulatory agency or authority, or which the Manager deems it advisable to file; and

(iii) Any instruments or documents which may be required to effect the continuation of the Company, the admission of an additional or substitute members (as defined in the Operating Agreement), the sale or transfer of any Unit or interests therein or the dissolution and termination of the Company, provided such continuation, admission or dissolution and termination is in accordance with the terms of the Operating Agreement.

(c) The Subscriber does hereby further agree, whenever requested to do so, personally to sign, seal, swear or affirm under oath, acknowledge and deliver whatever further documents or instruments may be reasonably required by the Company or the Manager.

(d) The Power of Attorney granted hereunder:

(i) Is a Special Power of Appointment coupled with an interest, is irrevocable, and shall (to the extent permitted by applicable law) survive the death or disability of the undersigned;

(ii) Shall survive the delivery of an assignment by the undersigned of all or any portion of his Units or any interest therein in the Company, except in instances in which the assignee thereof has been approved by the Manager, in its sole discretion, for admission to the Company as a member, the power of attorney with respect to the Units or any interest therein so assigned shall survive the delivery of such assignment for the sole purpose of enabling the Manager to execute, acknowledge and file any instrument necessary to effect such assignment; and

(iii) May be exercised for each member by delivery of a signature by facsimile or e-mail or by listing all of the members executing any instrument with a single signature as attorney-in-fact for all of them.

OXFORD UAF II, LLC

SUBSCRIPTION AGREEMENT AND QUESTIONNAIRE – SIGNATURE PAGE

Dated: _____, 2020

IF INVESTOR IS AN INDIVIDUAL

X _____
Name (please print or type) _____

IF INVESTOR IS A TRUST

Name of Trust (please print or type)

X _____
Signature of Trustee

Name (please print or type)

X _____
Signature of Co-Trustee

Name (please print or type)

IF INVESTOR IS A PARTNERSHIP

Name of Partnership (please print or type)

By: _____
Name of General Partner (please print or type)

X _____
Signature of Authorized Partner (Officer) of General Partner

Name (please print or type)

Title (please print or type)

IF INVESTOR IS A LIMITED LIABILITY COMPANY

Name of Limited Liability Company (please print or type)

By: _____
Name of Manager (please print or type)

X _____
Signature of Authorized Member (Officer) of Manager

Name (please print or type)

Title (please print or type)

IF INVESTOR IS A CORPORATION

Name of Corporation (please print or type)

X _____
Signature of Authorized Officer

Name (please print or type)

Title (please print or type)

IF INVESTOR IS A RETIREMENT PLAN

Name of Retirement Plan (please print or type)

X _____
Signature of Authorized Officer

Name (please print or type)

Title (please print or type)

(Subscriber Signature Page continues on next page)

SUBSCRIBER INFORMATION

Total Capital Commitment: \$ _____ Total Number of Units: _____

Social Security Number or Tax I.D. Number: _____

Name of Person exercising investment discretion for Subscriber, if any (trustee, fiduciary, etc.):

Date of Organization (if entity): _____

Residence Address (if individual) or Principal Place of Business: _____

Mailing Address if different from above: _____

Telephone Number: _____

Email address: _____

Type of Subscriber (please select one):

- Individual
- Partnership
- Corporation
- Revocable Trust
- Trust
- Foundation
- Endowment
- Employee Benefit Plan
- Individual Retirement Account
- Keogh Plan
- Tenants in Common
- Joint Tenants
- Other - Specify:

The Company hereby accepts the foregoing subscription for the Capital Commitment amount and number of Units set forth on the Subscriber Signature Page above as well as the Subscriber's obligation to make capital contributions and other payments to the Company pursuant to the terms of the Operating Agreement, the Promissory Note and any other Related Document to which Subscriber is or shall be a party.

Dated: _____, 2020

COMPANY:

OXFORD UAF II, LLC,
a Michigan limited liability company

By: OXFORD COMPANY, LLC,
a Michigan limited liability company, Manager

By: _____
Jeff Hauptman, Manager