

Oxygen 2 LLC

Subscription Instructions

Investors that intend to subscribe for a membership interest ("Subscribers") in and become a member ("Member") of Oxygen 2 LLC (the "Company") may be made only by means of the completion, delivery and acceptance of the subscription documents in this package (the "Subscription Documents") as follows:

- Completion of the Subscription Documents, which include:
- Subscription Agreement: Date and sign the signature page, and
- Subscriber Information Form: Complete all requested or applicable information;
- IRS Forms: Complete and sign IRS Form W-9 to certify the Subscriber's tax identification number. If the Subscriber is not a "United States Person," as defined in the Subscriber Information Form, the Subscriber must instead complete the appropriate IRS Form W-8; and
- Delivery of the Subscription Documents and IRS Forms;
- Acceptance of the Subscription by OXYGEN VENTURE PARTNERS LLC (the "Manager").

Also note that the Subscriber will be required to promptly update the IRS Forms or other documents the Subscriber has provided if any information previously provided becomes obsolete or incorrect, as and when required by applicable law or upon a request from the Manager.

Unless otherwise defined herein, capitalized terms used in the Subscription Documents shall have the same meanings ascribed to them in the Company's Limited Liability Company Operating Agreement (the "Operating Agreement"), which may be amended and/or restated from time to time.

Additional information regarding these Subscription Documents and the subscription process is set out below.

DELIVERY INSTRUCTIONS. Completed Subscription Documents should be delivered as follows:

(i) Electronic copies should be delivered to Carta, Inc., the Company's administrator via the Carta subscription document platform.

(ii) Hard copy original copies should be uploaded to the Carta subscription document platform or be delivered to the following address:

Oxygen 2 LLC
c/o OXYGEN VENTURE PARTNERS LLC
20200 west dixie hwy
suite 902
Aventura, FL 33180

All Subscription Documents will be destroyed if this subscription is not accepted.

Subscribers may be requested to furnish other or additional documentation evidencing authority to invest in the Company.

CAPITAL CONTRIBUTION. A Member's "Capital Contribution" shall equal: (i) the amount that the Member intends to invest in the Company (i.e., the amount that will be used to pay for the Member's proportionate share of the Portfolio Investment Amount) (the "Principal Capital Contribution"), (ii) an amount equal to the Member's proportionate share of the Management Fee, if any (the "Management Fee Capital Contribution"), and (iii) an amount equal to the Member's proportionate share of

the Expense Reserve (the "Expense Reserve Capital Contribution").

The Subscriber's Capital Contribution shall be calculated as follows:

a. Principal Capital Contribution: \$ _____

b. Management Fee Capital Contribution (if applicable): \$ _____

(2.0% of the amount in "a")

c. Expense Reserve Capital Contribution: \$ _____

(0.0% of the amount in "a")

d. **Capital Contribution:** \$ _____

(amount in "a" plus the amounts in "b" (if applicable) and "c")

The Subscriber agrees to contribute cash to the Company pursuant to one or more Payment Notices that the Subscriber receives from the Manager. Except as otherwise provided in the Operating Agreement, the Subscriber acknowledges that the Manager may require the Subscriber to contribute the entirety of its Capital Contribution within three (3) business days of the date on which the Subscriber is admitted as a Member of the Company. Unless otherwise directed by the Manager, the Capital Contribution shall be paid by wire transfer to the bank account of the Company.

The Manager retains the authority, in its sole discretion, to adjust the minimum and maximum subscription amounts and notice periods (either for all investors or on a case-by-case basis) and reserves the right, in its sole discretion, to waive such notice or payment deadline requirement.

ACCEPTANCE OF SUBSCRIPTIONS. The acceptance of subscriptions is within the absolute discretion of the Manager, which may require additional information prior to making a determination. The Manager will seek to notify the Subscriber of its acceptance or rejection of the subscription prior to the date of subscription. If the subscription is rejected, the Company will promptly refund (without interest) to the Subscriber any subscription payments received by the Company.

ADDITIONAL INFORMATION. For additional information, or if you are in doubt regarding the meaning or implication of any of the terminology or regarding the significance of any particular question, contact the Manager by e-mail at alewis@oxygenvp.us.

Oxygen 2 LLC

Subscription Agreement

Oxygen 2 LLC
c/o OXYGEN VENTURE PARTNERS LLC
20200 west dixie hwy
suite 902
Aventura, FL 33180

Ladies and Gentlemen:

The undersigned (the "Subscriber") hereby acknowledges having (i) received and read a copy of the Limited Liability Company Operating Agreement (as it may be amended and/or restated, the "Operating Agreement") of Oxygen 2 LLC, a limited liability company organized under the laws of the State of Delaware (the "Company"), and (ii) been given the opportunity to (A) ask questions of, and receive answers from, OXYGEN VENTURE PARTNERS LLC, the manager of the Company (the "Manager"), or one of the Manager's affiliates concerning the terms and conditions of the offering and other matters pertaining to an investment in the Company and (B) obtain any additional information which the Manager can acquire without unreasonable effort or expense that is necessary to evaluate the merits and risks of an investment in the Company. Capitalized terms not otherwise defined herein have the meaning set forth in the Operating Agreement.

The Subscriber hereby irrevocably subscribes for an Interest and agrees to contribute cash (in U.S. dollars) to the capital of the Company equal to the amount set forth opposite the "Capital Contribution" on row "d" of the Subscription Instructions (the "Capital Contribution"). The Subscriber agrees to contribute cash to the Company pursuant to one or more Payment Notices that the Subscriber receives from the Manager. Except as otherwise provided in the Operating Agreement, the Subscriber acknowledges that the Manager may require the Subscriber to contribute the entirety of its Capital Contribution within three (3) business days of the date on which the Subscriber is admitted as a Member of the Company. Unless otherwise directed by the Manager, the Capital Contribution shall be paid by wire transfer to the bank account of the Company.

The Subscriber understands that this subscription is not binding on the Company until accepted by the Manager, and may be rejected, in whole or in part, by the Manager in its absolute discretion. If and to the extent rejected, the Company shall return to the Subscriber, without interest or deduction, any payment tendered by the Subscriber, and the Company and the Subscriber shall have no further obligation to each other hereunder.

Representations, Warranties and Covenants

The Subscriber hereby makes the following representations, warranties and covenants to the Manager and the Members:

1. If the Subscriber is a natural person or if beneficial ownership of the Subscriber is held by an individual through a revocable grantor trust or an individual retirement account, the Subscriber or the Subscriber's beneficial owner is at least twenty-one (21) years old and it is within the Subscriber's right, power and capacity to execute this subscription agreement of the company ("Subscription Agreement") and the Subscriber Information Form, to purchase an Interest and to fund its Capital Contribution as contemplated by, and in accordance with, this Subscription Agreement and the Operating Agreement.

2. If the Subscriber is a corporation, limited liability company, partnership, trust (other than a revocable grantor trust), retirement system or other entity, the Subscriber is duly organized, formed or incorporated, as the case may be, and the Subscriber is authorized, empowered and qualified to execute this Subscription Agreement and the Subscriber Information Form, and to invest in the Company and to subscribe for an Interest as contemplated by, and in accordance with, this Subscription Agreement and the Operating Agreement. The individual signing this Subscription Agreement and the Subscriber Information Form and all agreements contemplated hereby and thereby on the Subscriber's behalf has been duly authorized to do so.
3. The Operating Agreement shall become binding upon the Subscriber on the later of (i) the date of the Operating Agreement and (ii) the date, if any, that the Manager accepts this subscription in whole or in part. Each of this Subscription Agreement, the Operating Agreement, the Subscriber Information Form is a valid and binding agreement or instrument, as applicable, enforceable against the Subscriber in accordance with its terms. The Subscriber understands that, upon acceptance by the Manager, the Subscriber is not entitled to cancel, terminate or revoke this Subscription Agreement or any of the powers conferred herein. The Subscriber represents and warrants that the power of attorney granted by the Subscriber in connection with this Subscription Agreement has been executed by it in compliance with the laws of the state or jurisdiction in which this Subscription Agreement was executed and to which the Subscriber is subject. The Subscriber hereby covenants and agrees on behalf of itself and its successors and assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish and deliver such other instruments, documents and statements and to take such other actions as the Manager may determine to be necessary or appropriate to effectuate and carry out the purposes of this Subscription Agreement, the Subscriber Information Form and the Operating Agreement.
4. The execution and delivery of and/or adherence to, as applicable, this Subscription Agreement, the Subscriber Information Form and the Operating Agreement by or on behalf of the Subscriber, the consummation of the transactions contemplated hereby and the performance of the Subscriber's obligations under this Subscription Agreement and the Operating Agreement will not conflict with, or result in any violation of or default under, any provision of any governing instrument applicable to the Subscriber, or any agreement or other instrument to which the Subscriber is a party or by which the Subscriber or any of its properties are bound, or any United States or non-United States permit, franchise, judgment, decree, statute, order, rule or regulation applicable to the Subscriber or the Subscriber's business or properties.
5. The Subscriber (or its authorized representative) has examined the Operating Agreement and recognizes that the Company has very little material or no operating history. The Subscriber acknowledges that (i) an investment in the Company involves a high degree of risk and is suitable only for investors of substantial financial means who have no immediate need for liquidity of the amount invested and who can afford a risk of loss of all or a substantial part of such investment; (ii) there can be no assurance that the Company's investment(s) will be profitable, or that the Subscriber will receive a return of his, her or its investment; and (iii) each prospective investor should consult with his, her or its personal legal, tax and financial advisors and carefully consider and evaluate the risks before making an investment in the Company.
6. The Subscriber agrees that the Subscriber's representations, agreements, acknowledgments and understandings are all continuous and that all further subscriptions for an additional Interest will be governed by them, and the act of making any subscriptions for an additional Interest will be evidence of the Subscriber's reaffirmation of such representations, agreements, acknowledgments and understandings. The Subscriber further agrees to advise the Manager promptly of any changes to any such representations. Notwithstanding the foregoing, the Subscriber agrees to execute any necessary re-affirmation or re-certifications of any of the representations contained herein that the Manager may request.
7. The Subscriber (or its authorized representative) recognizes that (a) the Operating Agreement prohibits the sale, pledge, assignment, or other transfer of an Interest without the prior written consent of the Manager (which consent may be withheld in its sole discretion); (b) the Interest has not been registered under the Securities Act of 1933, as amended (the "Securities Act"); (c) the Company has not been registered under the Investment Company Act of 1940, as amended (the "Investment Company Act"), (d) neither will it be so registered, and (e) no U.S. federal or state agency has passed upon or made any recommendation or endorsement of an investment in the Company.

8. The Subscriber confirms that it is not subscribing for the Interest as a result of any form of general solicitation or general advertising, including (i) any advertisement, article, notice or other communications published in any newspaper, magazine or similar media (including any Internet site that is not password protected) or broadcast over television or radio or (ii) any seminar or meeting whose attendees were invited by any general solicitation or general advertising.
9. If the Subscriber is a partnership, a limited liability company treated as a partnership for United States federal income tax purposes, a grantor trust (within the meaning of Sections 671-679 of the Code) or an S-corporation (within the meaning of Code Section 1361) (each, a "flow-through entity"), the Subscriber represents and warrants that either:
 - a. no person or entity will own, directly or indirectly through one or more flow-through entities, an interest in the Subscriber such that more than 70% of the value of such person's or entity's interest in the Subscriber is attributable to the Subscriber's investment in the Company; or
 - b. if one or more persons or entities will own, directly or indirectly through one or more flow-through entities, an interest in the Subscriber such that more than 70% of the value of such person's or entity's interest in the Subscriber is attributable to the Subscriber's investment in the Company, neither the Subscriber nor any such person or entity has or had any intent or purpose to cause such person (or persons) or entity (or entities) to invest in the Company indirectly through the Subscriber in order to enable the Company to qualify for the 100-partner safe harbor under U.S. Department of Treasury Reg. §1.7704-1(h).
10. The Subscriber represents and warrants that, except as disclosed by the Subscriber to the Manager in the Subscriber Information Form, the Subscriber is not (i) an "employee benefit plan" that is subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (ii) an individual retirement account or annuity or other "plan" that is subject to Code §4975, or (iii) a fund of funds, an insurance company separate account or an insurance company general account or another entity or account (such as a group trust), in each case whose underlying assets are deemed under the U.S. Department of Labor regulation codified at 29 C.F.R. § 2510.3-101, as modified by Section 3(42) of ERISA (the "Plan Asset Regulation"), to include "plan assets" of any "employee benefit plan" subject to ERISA or "plan" subject to Code §4975 (each of (i) through (iii), a "Benefit Plan Investor"). If the Subscriber has indicated in the Subscriber Information Form that it is not a Benefit Plan Investor, it represents, warrants and covenants that it shall not become a Benefit Plan Investor for so long as it holds Interests.
11. The Subscriber acknowledges that under the terms of the Operating Agreement, withdrawals from the Company are generally not permitted.
12. The Subscriber acknowledges that the Manager has the right, in its absolute discretion, to reject the admission to the Company of any prospective investor, or withdraw the Interest of any investor, including, without limitation, the admission or continuation of a person who would cause (i) the Company to be required to register as an investment company under the Investment Company Act, (ii) the Company's Interest to be required to be registered under the Securities Act, or (iii) the Company's assets to be deemed to be "plan assets" for purposes of ERISA. Moreover, the Company has the right, which it may exercise in its sole discretion, to compulsorily withdraw any Interests of any investor, the continued ownership of which by such investor could result in adverse tax or regulatory consequences to the Company or its other investors.

13. The Subscriber will not permit any other person to have any beneficial interest in its Interest. The Subscriber agrees not to transfer all or any portion of its Interest except with the prior written consent of the Manager. If the Interest purchased under this Subscription Agreement is being acquired by the Subscriber as nominee or custodian for another person or entity, the Subscriber will not permit the beneficial owners of such Interest to transfer any beneficial interest in the Interest, directly or indirectly, to any person or entity unless the representations made by the Subscriber in this Subscription Agreement will continue to be true. The Subscriber also agrees to notify the Manager at its address given above if the Subscriber changes its citizenship or residence, and the Subscriber understands that the Manager may cause the Subscriber to be withdrawn from the Company for any reason, including if the Subscriber is no longer an eligible investor or to avoid adverse tax or regulatory consequences to the Company or its other Members. The Subscriber will supply the Manager with such other facts as the Manager shall from time to time decide shall be necessary or desirable in order to avoid the loss of a contemplated tax benefit to the Company or any of its Members and in order to ascertain that no violation by the Company shall occur of any securities laws of the United States or any other relevant jurisdiction, including the Securities Act, the Investment Company Act and the Investment Advisers Act of 1940, as amended (the "Advisers Act").
14. The Subscriber (or its authorized representative) understands that the Interest is being purchased without the furnishing of any offering memorandum or prospectus.
15. The Subscriber (or its authorized representative) understands that the Manager, its agents and affiliates are not precluded from exercising investment responsibility, from engaging directly or indirectly in any other business, or from directly or indirectly purchasing, selling, holding or otherwise dealing in any securities for the account of any such other business, for their own account, for any of their family members or for other clients, and that no Member, by reason of being a Member in the Company, shall have any right to participate in any manner in any profits or income earned or derived by or accruing to the Manager, its agents or affiliates from the conduct of any business other than the business of the Company or from any transaction in securities effected by the Manager, its agents or affiliates for any account other than that of the Company.
16. The Subscriber (or its authorized representative) understands that the Manager may, on behalf of the Company, open, conduct and close accounts with brokers and dealers, and may pay commissions, fees and other charges applicable to transactions with respect to such accounts which, subject to applicable law, may not be the lowest available charges.
17. The Subscriber is entering into this Subscription Agreement relying solely on the facts and terms set forth in this Subscription Agreement; neither of the Company nor the Manager has made any representations or warranties of any kind or nature to induce the Subscriber to enter into this Subscription Agreement except as specifically set forth therein; the Subscriber is not relying upon the Company or the Manager for guidance with respect to tax or other law or economic considerations; and the Subscriber has been afforded an opportunity to ask questions of, and receive answers from, the Manager and/or persons authorized to act on its behalf, concerning the terms and conditions of the purchase of the Interest and has been afforded the opportunity to obtain any additional information (to the extent the Manager has such information or could acquire it without unreasonable effort or expense) necessary to verify the accuracy of information otherwise furnished by the Manager.
18. If the Subscriber is not a United States Person, as defined in the Subscriber Information Form, (i) the Subscriber has consulted, or has had the opportunity to consult, with the Subscriber's own legal counsel to determine whether the Subscriber's purchase of an Interest is lawful in the Subscriber's country of citizenship and residence; (ii) the Subscriber acknowledges that (A) it is the Subscriber's responsibility to understand and comply with all applicable laws in the Subscriber's country of citizenship and residence that are related to the offer and sale of an Interest in such jurisdiction, and (B) neither the Company nor the Manager has taken any action in any jurisdiction that would permit the offering of Interests, or possession or distribution of offering materials related to the Interests, in any jurisdiction where action for that purpose is required; and (iii) the Subscriber has consulted, or has had the opportunity to consult, with the Subscriber's own tax advisors to determine the United States tax consequences (including any United States tax return filing obligations) of investing in the Company.
19. The Subscriber has not distributed the Operating Agreement to any person.

20. The Subscriber represents that (except as otherwise disclosed to the Manager in writing):

- a. Neither it, any Beneficial Interest Holder nor any Related Person (in the case of a Subscriber that is an entity) is a Senior Foreign Political Figure, any member of a Senior Foreign Political Figure's Immediate Family or any Close Associate of a Senior Foreign Political Figure;
- b. Neither it, any Beneficial Interest Holder nor any Related Person (in the case of a Subscriber that is an entity) is resident in, or organized or chartered under the laws of, a jurisdiction that has been designated by the Secretary of the Treasury under Section 311 of the USA PATRIOT Act as warranting special measures due to money laundering concerns;
- c. Its subscription funds do not originate from, nor will they be routed through, an account maintained at a Foreign Shell Bank, an "offshore bank," or a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction.
- d. Definitions:
 - a. Beneficial Interest Holder: Holder of any beneficial interest in the Subscriber's equity securities.
 - b. Close Associate: With respect to a Senior Foreign Political Figure, a person who is widely and publicly known internationally to maintain an unusually close relationship with the Senior Foreign Political Figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the Senior Foreign Political Figure.
 - c. FATF: The Financial Action Task Force on Money Laundering.
 - d. Foreign Bank: An organization which (i) is organized under the laws of a country outside the United States; (ii) engages in the business of banking; (iii) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations; (iv) receives deposits to a substantial extent in the regular course of its business; and (v) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a foreign bank.
 - e. Foreign Shell Bank: A Foreign Bank without a Physical Presence in any country, but does not include a Regulated Affiliate.
 - f. Immediate Family: With respect to a Senior Foreign Political Figure, typically includes the political figure's parents, siblings, spouse, children and in-laws.
 - g. Non-Cooperative Jurisdiction: Any foreign country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as FATF, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.
 - h. PATRIOT Act: The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act) Act of 2001 (Pub. L. No. 107-56) (the "PATRIOT Act").
 - i. Physical Presence: A place of business maintained by a Foreign Bank and is located at a fixed address, other than solely a post office box or an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities, at which location the Foreign Bank: (a) employs one or more individuals on a full-time basis; (b) maintains operating records related to its banking activities; and (c) is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities.
 - j. Publicly Traded Company: An entity whose securities are listed on a recognized securities exchange or quoted on an automated quotation system in the U.S. or a country other than a Non-Cooperative Jurisdiction, or a wholly-owned subsidiary of such an entity.
 - k. Qualified Plan: A tax qualified pension or retirement plan in which at least 100 employees participate that is maintained by an employer organized in the U.S. or is a U.S. Government Entity.

- l. Regulated Affiliate: A Foreign Shell Bank that: (a) is an affiliate of a depository institution, credit union or Foreign Bank that maintains a Physical Presence in the U.S. or a foreign country, as applicable; and (b) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union or Foreign Bank.
 - m. Related Person: With respect to any entity, any interest holder, director, senior officer, trustee, beneficiary or grantor of such entity; provided that in the case of an entity that is a Publicly Traded Company or a Qualified Plan, the term "Related Person" shall exclude any interest holder holding less than 5% of any class of securities of such Publicly Traded Company and beneficiaries of such Qualified Plan.
 - n. Senior Foreign Political Figure: A senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. government-owned corporation. In addition, a Senior Foreign Political Figure includes any corporation, business or other entity that has been formed by, or for the benefit of a Senior Foreign Political Figure.
21. If the Subscriber is purchasing the Interest as agent, representative, intermediary/nominee or in any similar capacity for any other person, or is otherwise requested to do so by the Manager, it shall provide a copy of its anti-money laundering policies ("AML Policies") to the Manager. The Subscriber represents that it is in compliance with its AML Policies, its AML Policies have been approved by senior management or internal compliance personnel reasonably informed of anti-money laundering policies and their implementation and has not received a deficiency letter, negative report or any similar determination regarding its AML Policies from independent accountants, internal auditors or some other person responsible for reviewing compliance with its AML Policies.
 22. The Subscriber acknowledges that United States Federal law, regulations and Executive Orders administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") prohibit the Company from, among other things, engaging in transactions with, and the provision of services to or from (1) the jurisdictions of Cuba, Iran, North Korea, the Crimea Region of the Ukraine, and Syria ("Sanctioned Jurisdictions"); (2) the governments of the Sanctioned Jurisdictions identified in (1) and the Government of Venezuela; (3) individuals ordinarily resident in the Sanctioned Jurisdictions identified in (1); (4) entities organized under the laws of (1); (5) individuals or entities identified on the Specially Designated Nationals list ("SDN List"); and (6) entities owned 50 percent or more by (2, 3, 4, or 5).
 23. The Subscriber represents and warrants that neither the Subscriber nor any person controlling, controlled by, or under common control with the Subscriber, nor, to the best of the Subscriber's knowledge, any person having a beneficial interest in the Subscriber, or for whom the Subscriber is acting as agent or nominee in connection with this investment, (a) is an OFAC Sanctioned Jurisdiction, a person identified on OFAC's SDN List, or an entity owned 50% or more by a Sanctioned Jurisdiction, the Government of Venezuela, or a person on the SDN List; or (b) is a foreign shell bank as that term is defined by the U.S. Treasury Department.
 24. If the Subscriber is an entity designated as a "financial institution" under the Bank Secrecy Act (generally including banks, trust companies, thrift institutions, agencies or branches of non-U. S. banks, investment bankers, broker-dealers, investment companies, certain insurance companies offering covered products, futures commission merchants, commodity trading advisors, and commodity pool operators), the Subscriber confirms and warrants that it has implemented and enforces an anti-money laundering program that is compliant with the Bank Security Act.
 25. The Subscriber acknowledges and agrees that the Manager may "freeze the account" of the Subscriber, including, but not limited to, prohibiting additional contributions, declining any withdrawal requests and/or segregating the assets in the account, in compliance with governmental regulations.
 26. The Subscriber acknowledges and agrees that the Manager, in advancing compliance with anti-money laundering statutes, regulations and goals, may file voluntarily or as required by law suspicious activity reports ("SARs") or any other information with governmental and law enforcement agencies that identify transactions and activities that the Manager reasonably determines to be suspicious, or is otherwise required by law.
 27. The Subscriber acknowledges that the Company is prohibited by law from disclosing to third parties, including the Subscriber, any filing or the substance of any SAR.

28. The Subscriber acknowledges that the Manager may, in its sole discretion, require that a Subscriber receiving a distribution in kind of securities of a portfolio company with which the Company or the Manager has an investment agreement, as a condition of such distribution, to provide the Manager with a power of attorney irrevocably constituting and appointing the Manager as such Subscriber's true and lawful representative and attorney-in-fact, in the Subscriber's place and stead to exercise the Company's rights under such investment agreement with respect to the securities so distributed. The foregoing power of attorney shall be in such form as the Manager may determine in its discretion and shall be coupled with an interest and shall continue in full force and effect and not be affected by the subsequent death, disability, incapacity, bankruptcy, dissolution or termination of any Subscriber.
29. The Subscriber confirms that all information and documentation provided to the Company, including, but not limited to, all information regarding the Subscriber's identity, business, investment objectives, and source of the funds to be invested in the Company, is true and correct.

Effectiveness of Subscription

The Subscriber (or its authorized representative) understands that neither the Company nor the Manager is required to accept this subscription, that the subscription payment of the Subscriber may be returned at any time prior to the admission of the Subscriber to the Company as a Member and that the Company reserves the right to suspend or terminate this offering at any time.

Power of Attorney

To the fullest extent not prohibited by applicable law, the undersigned hereby constitutes, appoints and grants (a) the Manager, and each other person or entity who is or hereafter becomes a manager of the Company (as defined below), after the Company's initial closing date, and (b) each person or entity who is or hereafter becomes a member of the Manager, in each case, with full power to act without others as the undersigned's true and lawful representative, agent and attorney-in-fact, in its name, place and stead, to make, execute or sign, acknowledge, swear to, verify, deliver, record, file and/or publish (in each case (other than the Manager) only for so long as such person or entity continues to be a member of the Manager) the following:

1. any Certificate of Formation or other form or filing required in connection with the formation or registration of the Company;
2. the Operating Agreement;
3. any amendment, restatement or modification duly enacted pursuant to the terms of the Operating Agreement, and all instruments and documents that may be necessary or desirable to effectuate an amendment, restatement or modification so approved;
4. any amendment to, modification to, restatement of, or cancellation of the Certificate of Formation described in Clause 1 above;
5. all instruments, deeds, agreements, documents and certificates that may from time to time be necessary or advisable to effectuate, implement and continue the valid and subsisting existence of the Company;
6. all instruments, deeds, agreements, documents and certificates that may be necessary or advisable to effectuate the dissolution, liquidation, winding-up and termination of the Company or admit any additional Members thereto, except where such action requires the express approval of the Members under the Operating Agreement;
7. all instruments, deeds, agreements, documents and certificates that may be necessary or advisable in the sole discretion of the Manager to effectuate the Operating Agreement; and
8. such other documents, deeds, agreements or instruments as may be required under the laws of any state, the United States or any other jurisdiction.

The Subscriber hereby empowers each agent and attorney-in-fact acting pursuant hereto to determine in its sole discretion the time when, purpose for and manner in which any power herein conferred upon it shall be exercised, and the conditions, provisions and covenants of any instruments or documents that may be executed by it pursuant hereto; provided, that the agency and powers of attorney granted herein shall only be exercised in accordance with the Operating Agreement and Clauses 1 through 8 above. The agency and powers of attorney granted herein are coupled with an interest in favor of the power or the performance of an obligation of the Subscriber hereunder owed to the Manager and each member of the Manager and as such (a) shall be irrevocable and continue in full force and effect notwithstanding the subsequent death, incompetency, incapacity, disability, insolvency or dissolution of the Subscriber regardless of whether the Company, the Manager or any member of the Manager has notice thereof and (b) shall survive the delivery of an assignment by the Subscriber of the whole or any portion of its interest in the Company, except that if the assignee thereof has been approved for admission to the Company as a substitute member, this agency and power of attorney given by the assignor shall survive the delivery of the assignment for the sole purpose of enabling the Manager to execute, acknowledge and file any instrument necessary to effect the substitution. The Subscriber is fully aware that it has executed this power of attorney, and that the Manager and each Member will rely on the effectiveness of such powers in concluding that the Subscriber is bound by, and subject to the Subscription Agreement. The Subscriber agrees to execute such other documents as the

Manager may reasonably request in order to effect the intention and purposes of the power of attorney contemplated by this section. The execution of this power of attorney is not intended to, and does not, revoke any prior or concurrent powers of attorney executed by the Subscriber. This power of attorney is not intended to, and shall not, be revoked by any subsequent power of attorney the Subscriber may execute. This power of attorney shall be governed by and construed in accordance with the internal laws of the State of Delaware.

Indemnification

The Subscriber hereby agrees to indemnify the Manager and its affiliates from liability to the Company and agrees to indemnify and hold harmless the Company, its affiliates and each Member in respect of all claims, actions, demands, losses, costs, expenses (including attorneys' fees) and damages resulting from any inaccuracy in any of its representations or breach of any to its warranties contained in this Subscription Agreement or in any other document delivered by the Subscriber to the Company or the Manager. The foregoing indemnification obligation shall survive the date of this Subscription Agreement.

Expenses

Each party hereto shall pay its own separate expenses relating to this Subscription Agreement and the purchase and sale of the Interest in the Company.

Conditions

The Company's obligation to issue an Interest to the Subscriber is subject to the fulfillment of the following conditions to the Manager's satisfaction:

1. The representations and warranties made by the Subscriber herein are complete and accurate in all respects.
2. The Subscriber has furnished such other information and executed such certifications or other documents in connection with the transactions contemplated hereby as the Manager reasonably shall have requested, including any relating to the Company's compliance with applicable federal and state securities laws in connection with the Subscriber's purchase of an Interest in the Company.

Binding Effect

Except as otherwise provided, this Subscription Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns. If the Subscriber is more than one person, the obligations of the Subscriber shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his respective heirs, executors, administrators, successors, legal representatives and assigns.

Assignability

The Subscriber agrees not to transfer or assign this Subscription Agreement, or any of the Subscriber's interest herein.

Remitting Bank or Financial Institution

The Subscriber understands that any wire transfers of any withdrawal or distribution proceeds sent to the Remitting Bank or Financial Institution set forth in the Subscriber Information Form, will constitute payment to the Subscriber and relieve the Company of any further obligation to the Subscriber with respect to the amounts so paid and an Interest thereby sold, and the Subscriber, for himself, herself or itself and any of his, her or its estate, heirs, assigns or successors of any kind, release the Company from any further obligation with respect thereto. The Subscriber also understands that the Company may impose such procedures as it deems appropriate before it will accept any change in the Subscriber's Remitting Bank or Financial Institution.

Titles and Headings

The titles and headings set forth in this Subscription Agreement are for convenience only and shall not be considered as part of this Subscription Agreement in any respect, nor shall they in any way affect the substance of any provisions contained in this Subscription Agreement.

Applicable Law; Dispute Resolution

This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles thereof concerning the conflict of laws. Any legal disagreement, dispute, controversy or claim arising out of or relating to this Subscription Agreement, the interpretation hereof, the relationship contemplated hereby, or the breach, termination or invalidity hereof shall be finally resolved by arbitration in Aventura, FL conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Administration

The Manager is hereby authorized and instructed to accept and execute any instructions in respect of the interests to which this Subscription Agreement relates given by the Subscriber in written form or by electronic mail. If instructions are given by the Subscriber by electronic mail, the Subscriber undertakes to send the original letter of instructions to the Manager and agrees to keep each of them indemnified against any loss or any nature whatsoever arising to any of them as a result of any of them as a result of any of them acting upon electronic mail instructions. The Manager may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons.

Counterparts

This Subscription Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument.

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