

**SUBSCRIPTION AGREEMENT
PURSUANT TO PRIVATE OFFERING MEMORANDUM**

Blue-OCN Capital Holdings, LLC
c/o Lincoln Village MGR, LLC
251 W Central Ave, Unit #255
Springboro, OH 45066

Re: Offering of up to 2,500 Class A Units (each an “Class A Unit”, and collectively, the “Class A Units”) of Blue-OCN Capital Holdings, LLC, a Delaware limited liability company (the “Company”) for \$1,000.00 per Class A Unit (the “Offering”)

Dear Lincoln Village MGR, LLC:

This agreement relates to the proposed sale by Blue-OCN Capital Holdings, LLC. The minimum subscription shall be \$50,000.00 which is Fifty (50) Units. Holders of Class A-1 Units, Class A-2 Units, Class A-3 Units (all defined below), shall collectively be referred to as “Class A Members”. There are two classes of Units available for the company:

_____ **Class A-1 Units** – With an investment of \$250,000.00 or more, the holders of Class A-1 Units will have an opportunity to receive a Six percent (6.0%) per annum, cumulative, non-compounded, non-guaranteed “current” preferred return on the initial capital of the Class A-1 Units which will be paid during the ownership and operation of the Project. At refinancing or sale of the Project, the Class A-1 Units will earn an additional “deferred” Eight percent (8.0%) per annum, cumulative, non-compounded, non-guaranteed return calculated on the initial capital of the Class A-1 Units.

_____ **Class A-2 Units** – With an investment of \$100,000.01 to \$249,999.99, the holders of Class A-2 Units will have an opportunity to receive a Six percent (6.0%) per annum, cumulative, non-compounded, non-guaranteed “current” preferred return on the initial capital of the Class A-2 Units which will be paid during the ownership and operation of the Project. At refinancing or sale of the Project, the Class A-2 Units will earn an additional “deferred” Seven percent (7.0%) per annum, cumulative, non-compounded, non-guaranteed return calculated on the initial capital of the Class A-2 Units.

_____ **Class A-3 Units** – With an investment of \$50,000 to \$100,000, the holders of Class A-3 Units will have an opportunity to receive a Six percent (6.0%) per annum, cumulative, non-compounded, non-guaranteed “current” preferred return on the initial capital of the Class A-3 Units which will be paid during the ownership and operation of the Project. At refinancing or sale of the Project, the Class A-3 Units will earn an additional “deferred” Six percent (6.0%) per annum, cumulative, non-compounded, non-guaranteed return calculated on the initial capital of the Class A-3 Units.

Class B Units – Not available for subscription. These are wholly owned and /or controlled by the Manager of the Company in accordance with the Operating Agreement.

The undersigned (“Subscriber”) hereby tenders this Subscription Agreement (the “Subscription Agreement”) subject to the terms and conditions set forth herein, and by executing this Agreement in the space provided agrees to such terms and conditions.

I. SUBSCRIPTION, NO REVOCATION, RIGHT OF REJECTION AND TERMINATION

A. Subscription. The undersigned hereby subscribes for and agrees to purchase from the Company, subject to the terms and conditions of the Offering and this Subscription Agreement, the number of Class A Units that are set forth on the attached signature page to this Subscription Agreement, at a price equal to \$1,000.00 per Class A Unit payable on the date this Subscription Agreement is executed and delivered to the Company by certified or cashier’s check to the order of the Company or by wire transfer to the Company. All references to dollars in this Subscription Agreement are to U.S. dollars.

B. No Revocation. In the event this Subscription Agreement is accepted by the Company, this Subscription Agreement may not be cancelled, revoked or withdrawn by Subscriber, and this Subscription Agreement and the documents submitted herewith shall survive (1) changes in the transactions, documents and instruments described in this Subscription Agreement or in any other document provided to Subscriber by the Company, and (2) Subscriber’s death, disability, incapacity, merger, consolidation, liquidation, dissolution, bankruptcy, sale of substantially all of its assets or other legal disability with respect to Subscriber; provided, however, that if the Company shall not have accepted this Subscription Agreement within 180 days after the date of this Subscription Agreement, by depositing either a certificate evidencing the purchased Class A Units or by written notice of acceptance of this Subscription Agreement in the United States mail, postage prepaid, addressed to Subscriber at the address set forth below, then, at the option of Subscriber, exercised by written notice to the Company after the expiration of such 180 day period (by certified or registered mail, return receipt requested), but before the acceptance of this Subscription Agreement by the Company, this Subscription Agreement may be cancelled.

C. Right of Rejection. The Class A Units are offered subject to prior sale and subject to the right of the Company to accept or reject this and any other Subscription Agreement, in whole or in part, in its sole and absolute discretion, for any reason or for no reason, and if accepted, the Class A Units purchased pursuant to this Subscription Agreement will be issued only in the name of Subscriber. The execution of this Subscription Agreement by Subscriber constitutes a binding offer to buy the number of Class A Units that are set forth on the attached signature page to this Subscription Agreement at \$1,000.00 per Class A Unit and an agreement to hold such offer open until it is accepted or rejected by the Company, or until the Subscriber notifies the Company that it is cancelling and withdrawing its offer in accordance with and pursuant to Section I.B above, whichever comes first. The Company has the right to notify the Subscriber that less than all of the Class A Units requested by the Subscriber are being accepted. In such case, the Subscriber will be deemed to have elected such lower number of Class A Units.

D. Termination. The Company may terminate the Offering, for any reason or no reason, at any time before or after the sale of all or any portion of the Class A Units offered in the Offering. If the Offering is terminated by the Company or if this Subscription Agreement is revoked by Subscriber, in accordance with and pursuant to the terms of this Subscription Agreement, or rejected by the Company, this Subscription Agreement shall be cancelled and all subscription monies received by the Company in connection with this Subscription Agreement will be returned to Subscriber without interest, and Subscriber will cease to have any interest in, or rights with respect to, the Company or its property and assets in connection with this Subscription Agreement.

II. OFFERING MATERIAL

A. Subscriber represents and warrants that it is in receipt of the following items:

1. The Confidential Private Offering Memorandum, dated September 19, 2024 (the “Offering Memorandum”);
2. Each of the attachments referenced in the Offering Memorandum (the “Attachments”);
3. The Company’s Operating Agreement, to be dated prior to the Closing (the “Operating Agreement”, and collectively with the Offering Memorandum, the Attachments, the Operating Agreement and this Subscription Agreement, the “Offering Materials”); and
4. All other information and documentation as Subscriber has requested in order to evaluate its investment in the Company.

III. RESTRICTIONS ON TRANSFER

A. Subscriber acknowledges and agrees:

1. that it will not sell, assign, pledge, encumber, distribute, transfer or otherwise dispose of in any manner the Class A Units so acquired in violation of the Securities Act of 1933, as amended (the “Act”), any applicable state or other securities laws, including, without limitation, the Investment Company Act of 1940, as amended, and the Investment Advisers Act of 1940, as amended (“Other Securities Laws”), any rules or regulations of the Securities and Exchange Commission, any laws or regulations of the State of Delaware or any other federal, state or municipal authority having jurisdiction thereof, or the Operating Agreement.
2. that, in taking unregistered securities, it must continue to bear the economic risk of its investment for an indefinite period of time because such Class A Units have not been registered under the Act or Other Securities Laws and may not be easily transferrable pursuant to the Operating Agreement;

3. that the Class A Units cannot be transferred unless registered under the Act and Other Securities Laws or an exemption from any such registration is applicable to such transfer; and
4. that it has no rights whatsoever to request or demand, and the Company is under no obligation whatsoever to furnish, a registration of any of the Class A Units under the Act or Other Securities Laws.

B. The Units issued pursuant to this Subscription Agreement may not be transferred except in a transaction which is in compliance with the Act and Other Securities Laws and pursuant to the Operating Agreement. Along with any other obligations Subscriber has under the Operating Agreement, it shall be a condition to any such transfer that Subscriber furnish to the Company an opinion of counsel to Subscriber, reasonably satisfactory to the Company, that the effect of such proposed transfer would not result in a violation of, or liability to the Company under, the Act and Other Securities Laws.

C. Subscriber acknowledges that the Units will not be certificated.

IV. SUBSCRIBER'S REPRESENTATIONS AND WARRANTIES; OTHER COVENANTS

Subscriber makes the following representations, warranties, acknowledgments and agreements in order to induce the Company to accept this subscription:

A. If a natural person, Subscriber is 21 years of age or older. If a corporation, limited liability company, partnership, trust or other entity, Subscriber is duly organized and in good standing under its state of formation and is authorized, empowered and qualified to execute this Subscription Agreement and to make an investment in the Company as contemplated herein. Each of this Subscription Agreement and the Operating Agreement is valid, binding and enforceable against the Subscriber in accordance with its terms.

B. Subscriber, at all times since Subscriber received a copy of the Operating Agreement, was, and is, if an individual, a bona fide resident of the state, and, if an entity, had, and has, its principal office and principal place of business in the state(s), set forth in Subscriber's address below; if the state of his or her principal residence, or the state of its principal office or principal place of business, changes, or Subscriber's address changes in any other respect, before the consummation of Subscriber's purchase of the Class A Units subscribed for under this Subscription Agreement, Subscriber will promptly notify the Company, and if the change in the state of his or her principal residence, or its principal office or principal place of business, is to a state in which an offer and/or sale of Class A Units is prohibited by applicable law, any offer to sell Class A Units to Subscriber shall be deemed retracted and Subscriber shall cease to be entitled to purchase Class A Units pursuant to such offer. In making such representation and warranty, Subscriber understands that: (a) if it is an individual, he or she is deemed to be a resident of the state of his or her principal residence; (b) if it is a corporation, limited liability company, partnership, trust, or other form of business organization, it is deemed to be a resident of the state where its principal office is located; and (c) notwithstanding the foregoing, if it is a corporation, limited liability company, partnership, trust, or other form of business organization which is

organized for the specific purpose of acquiring Class A Units, it is deemed to be a resident of the state(s) of all of the beneficial owners of the undersigned.

C. Subscriber has received, carefully read and understands the Operating Agreement, including the risk factors set forth therein, and has relied on nothing other than the Operating Agreement in deciding whether to make an investment in the Company. In addition, Subscriber acknowledges, represents and warrants that:

1. it, or its representatives or agents, has, prior to its investment in the Company, reviewed the representations concerning the Company contained in the Operating Agreement, has made inquiry concerning the Company, its business and personnel, and is familiar with the proposed business of the Company;
2. it understands the financial condition of the Company and the risks associated with an investment in the Company;
3. it has been given the opportunity to obtain additional information beyond the Operating Agreement in order to evaluate the merits and risks of an investment in the Company and to verify the accuracy of the information contained in the Operating Agreement and such information has been made available by the Company;
4. it has been given the opportunity to ask questions concerning the terms and conditions of the Offering and the Company and such questions have been answered to Subscriber's satisfaction;
5. all matters relating to the Company and Subscriber's investment in the Class A Units have been explained to Subscriber to Subscriber's satisfaction and Subscriber understands the speculative risks involved in its investment in the Company; and
6. no statement, printed material or other information that is contrary to the information contained in the Operating Agreement has been given or made by or on behalf of the Company to Subscriber.

D. Subscriber agrees to execute the Operating Agreement simultaneously herewith (which Operating Agreement shall become binding upon the undersigned as of the date of the Operating Agreement).

E. Subscriber is an "accredited investor" as that term is defined in Regulation D promulgated under the Act.

F. Subscriber understands that the Class A Units have not been, and will not be, registered under the Act or Other Securities Laws, and are being offered and sold in reliance upon federal and state exemptions from registration requirements for transactions not involving any public offering. Subscriber understands that reliance upon such exemptions is based in part upon the representations of the undersigned contained herein. Subscriber is acquiring the Class A Units

for its own account and for the purposes of investment and not with a view to any distribution or resale thereof within the meaning of the Act and Other Securities Laws. Subscriber (1) is a sophisticated investor with such knowledge and experience in business and financial matters as will enable it to evaluate the merits and risks of investment in the Company, (2) is able to bear the economic risk and lack of liquidity of an investment in the Company, and (3) is able to bear the risk of loss of its entire investment in the Company.

G. Subscriber has a preexisting personal or business relationship with the Company or one of its officers, managers or controlling persons, or by reason of Subscriber's business or financial experience or the business or financial experience of Subscriber's professional advisors who are unaffiliated with, and who are not compensated by, the Company or any affiliate of the Company, directly or indirectly, can be reasonably assumed to have the capacity to protect its own interests in connection with the transaction contemplated by this Subscription Agreement. Preexisting personal or business relationships include any relationship consisting of personal or business contacts of a nature and duration such as would enable a reasonably prudent purchaser to be aware of the character, business acumen and general business and financial circumstances of the person with whom such relationship exists.

H. Subscriber understands that (1) an investment in the Company involves certain risks, (2) the Class A Units will be subject to certain restrictions on transferability as set forth in Section III hereof, and (3) as a result of the foregoing, the marketability of the Class A Units will be severely limited.

I. Subscriber understands that: (1) the Company has no financial or operating history; (2) no federal, state, local or foreign agency has passed upon the Class A Units or made any finding or determination as to the fairness of this investment; (3) it is not entitled to cancel, withdraw, terminate or revoke this subscription or any of the powers conferred herein; (4) the Company may accept this subscription in whole or in part; and (5) investment returns set forth in the Offering Memorandum or in any supplemental letters or materials thereto are not necessarily comparable to the returns, if any, which may be achieved on investments made by the Company.

J. All of the information set forth in the Investor Questionnaire on Schedule 1 hereto (the "Investor Questionnaire") is true and correct as of the date hereof.

K. Subscriber understands that the Company will rely on the information concerning, and representations of, Subscriber set forth in this Subscription Agreement, including, without limitation, the Investor Questionnaire, and any other document delivered to the Company by Subscriber in connection with the Offering (the "Subscriber Information") in determining whether to accept Subscriber's subscription.

L. The Subscriber Information does not contain any untrue statement of a material fact nor does it omit to state a material fact necessary in order to make the Subscriber Information not misleading.

V. INDEMNIFICATION

A. Subscriber shall indemnify, defend and hold harmless the Company and its affiliates, agents, directors, officers and employees from and against any and all loss, damage,

liability or expense, including attorneys' fees and court costs, which they or any of them may suffer, sustain or incur by reason of, or in connection with, any misrepresentation or breach of representation, warranty or agreement made by Subscriber under or in connection with this Subscription Agreement, or in connection with the sale or distribution by Subscriber of the Class A Units purchased by it pursuant to this Subscription Agreement in violation of the Act or Other Applicable Law.

VI. CLOSING

A. The closing of the purchase of Class A Units contemplated by this Subscription Agreement shall take place at the offices of the Company as determined appropriate by the Company in its sole discretion (the "Closing").

B. At the Closing,

1. the Company shall deliver notice if less than all of the Class A Units requested by Subscriber are being accepted;
2. At such date specified by the Company, but in any event prior to Closing on the Project, Subscriber shall deliver a certified or cashier's check payable to the order of the Company or wire transfer to the Company in the amount necessary to equal \$1,000.00 per Class A Unit issued to Subscriber;
3. Subscriber shall execute and deliver the Operating Agreement and any other documents reasonably requested by the Company to further the transactions contemplated by this Subscription Agreement.

C. The representations, warranties and Subscriber Information contained herein shall be true and correct in all respects as of the date of the Closing as though such representations and warranties were made, and such Subscriber Information was provided, at and as of the Closing and all commitments and covenants made herein shall survive the Closing.

(Signature page follows)

SIGNATURE PAGE

The undersigned herewith subscribes for the number of Class A Units set forth below. This Subscription Agreement and the representations, warranties, acknowledgments and covenants contained in this Subscription Agreement (i) shall be binding upon the heirs, executors, administrators, successors and permitted assigns of the undersigned, (ii) may not be cancelled, withdrawn, revoked, or terminated by the undersigned except as set forth herein, (iii) will be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of laws of any jurisdiction other than the State of Delaware). If there is more than one signatory hereto, the representations, warranties, acknowledgments and agreements of the undersigned are made jointly and severally.

Number of Class A Units subscribed for (minimum 50):

Price per Class A Unit:

\$1,000.00

Total Cost of Class A Units Purchased (minimum is \$50,000.00):

Class of Units (A-1, A-2, or A-3)

SUBSCRIBER:

By: _____

Its: _____

Date: _____, 2024

Address: _____

Telephone: _____

Facsimile: _____

Email: _____

State of Organization or Residence: _____

Taxpayer Identification Number or SSN: _____

Date: _____

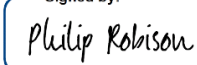
ACCEPTED BY:

Blue-OCN Capital Holdings, LLC,
a Delaware limited liability company

By: **Lincoln Village MGR, LLC**
a Wyoming limited liability company, its Manager

By: **Freedom Capital Investments, LLC,** a Wyoming
limited liability company, its Manager

By: _____
Name: Danielle Robison
Title: Manager

Signed by:
By: 
7304C08BD1A7E4E2...
Name: Philip Robison
Title: Manager

By: **Michael Rogers Corica,** its Manager

Signed by:
By: 
34F4C14E714747C...
Name: Mike Corica
Title: Manager

Date: _____

SCHEDULE 1 - INVESTOR QUESTIONNAIRE

This portion of the Subscription Agreement addresses the financial characteristics of Subscriber. If Subscriber is a corporation, limited liability company, partnership, trust, or other form of business organization, and was formed for the purpose of acquiring the Class A Units, each beneficial owner of the equity securities or equity interests in such entity must complete this portion of the Subscription Agreement. Please contact Danielle Robison (dani@freedomfamilyinvestments.com) if you have any questions regarding this portion of the Subscription Agreement.

PLEASE ANSWER ALL QUESTIONS. If the appropriate answer is “None” or “Not Applicable,” please so state. Please print or type your answers to all questions. Attach additional sheets if necessary to complete your answers to any item.

1. **JOINT PURCHASES:**

If a husband and wife are purchasing the Class A Units jointly, please indicate which spouse is making the investment decision by checking the appropriate box.

Husband ☐

Wife ☐

Both Spouses ☐

2. **FEDERAL ACCREDITED INVESTOR STATUS: INDIVIDUALS, GRANTORS OF REVOCABLE TRUSTS, PARTNERS OF PARTNERSHIPS FORMED TO ACQUIRE CLASS A UNITS**

If an individual is making this investment, please answer the following questions concerning your financial condition by marking the appropriate box in the right margin.

2.1 My individual income during each of the two preceding calendar years exceeded \$200,000 and I reasonably expect my annual income in the current calendar year to exceed \$200,000.

☐
Yes

☐
No

2.2 My income with my spouse exceeded \$300,000 in each of the two preceding calendar years and I reasonably expect my income with my spouse to be in excess of \$300,000 in the current calendar year.

☐
Yes

☐
No

2.3 My individual net worth (or joint net worth with my spouse) exceeds \$1,000,000 excluding the value of my principal residence.

☐
Yes

☐
No

2.4 I am a knowledgeable employee of the Company and therefore considered an ☐ ☐
accredited investor. Yes No

3. FEDERAL ACCREDITED INVESTOR STATUS: ENTITY INVESTORS [E.G., PARTNERSHIPS, CORPORATIONS, TRUSTS OTHER THAN REVOCABLE TRUSTS, EMPLOYEE BENEFIT PLANS, AND OTHER FORMS OF BUSINESS ASSOCIATIONS NOT FORMED TO ACQUIRE CLASS A UNITS]

If an entity (e.g., a trust, partnership, corporation, limited liability company, employee benefit plan or other form of business association not formed to acquire Class A Units) is making this investment, please answer the following questions concerning its financial condition by marking the appropriate box in the right hand margin.

3.1 Each individual equity owner of the entity investor (or each individual equity owner of an entity which is an equity owner of the entity investor) can answer "yes" to at least one of the questions enumerated in Section 2 above. ☐ ☐
Yes No

3.2 Each entity equity owner of the entity investor can answer "yes" to at least one of the other questions enumerated in this Section 3. ☐ ☐
Yes No

3.3 The entity investor (i) is either (-A-) an organization described in Section 501(c)(3) of the Internal Revenue Code, (-B-) a corporation, (-C-) a Massachusetts or similar business trust, or (-D-) a partnership, (ii) was not formed for the specific purpose of acquiring the Class A Units, and (iii) has total assets in excess of \$5,000,000. ☐ ☐
Yes No

3.4 The entity is a trust (i) with total assets in excess of \$5,000,000, (ii) which was not formed for the specific purpose of acquiring the Class A Units, and (iii) whose purchase of the Class A Units is directed by a person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of an investment in the Company. ☐ ☐
Yes No

3.5 The entity is an employee benefit plan within the meaning of the Employee Retirement Income Act of 1974, and either (i) the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan

association, insurance company, or registered investment advisor; or (ii) the employee benefit plan has total assets in excess of \$5,000,000; or (iii) if a self-directed plan, the investment decisions are made solely by persons that are accredited investors (i.e. persons that can answer “yes” to at least one of the questions enumerated in Section 2 above).

☐ []
Yes

☐ []
No

3.6 The manager or member is a knowledgeable employee of the Company and is therefore an accredited investor.

☐ []
Yes

☐ []
No