



RED OAK CAPITAL INCOME OPPORTUNITY FUND II, LLC

SUBSCRIPTION AGREEMENT INSTRUCTION PAGE

We, Red Oak Capital Income Opportunity Fund II, LLC (“we,” “our,” “us,” or the “Company”), are offering a maximum of \$300,000,000 in the aggregate, subject to two increases of up to \$150,000,000 each at the sole discretion of our Manager, of our 8.5% Unsecured bonds (the “Bonds”) pursuant to the Confidential Private Placement Memorandum (the “Memorandum”) dated July __, 2024 (the “Offering”). The purchase price per Bond is \$1,000, with a minimum purchase amount of \$50,000.

The Company will conduct closings on the 20th of each month, or, if the 20th is not a business day, the next succeeding business day, or the “closing dates,” and each, a “closing date,” until the offering termination, beginning with an initial closing on the 20th of the first month in which we have funds available to close. For all closings, subscription funds will be deposited into a Company bank or brokerage account. Once a subscription has been submitted and accepted by the Company, an investor will not have the right to request the return of its subscription payment prior to the next closing date. If subscriptions are received on a closing date and accepted by the Company prior to such closing, any such subscriptions will be closed on that closing date. If subscriptions are received on a closing date but not accepted by the Company prior to such closing, any such subscriptions will be closed on the next closing date. It is expected that settlement will occur on the same day as each closing date. On each closing date, offering proceeds for that closing will be disbursed to us and Bonds will be issued to investors, or the “Bondholders.” If the Company is dissolved or liquidated after the acceptance of a subscription and before the closing of that subscription payment, the respective subscription payment will be returned to the subscriber.

You may complete your Subscription Agreement online at [_____](#). Alternatively, your broker-dealer or registered investment advisor may mail properly completed and executed original documents to the address below for Red Oak Capital Income Opportunity Fund II, LLC, c/o Crescent Securities Group, Inc. Payment for Bonds subscribed for in your Subscription Agreement may be made by mailing a check payable to “Red Oak Capital Income Opportunity Fund II, LLC” or with a wire using the instructions set forth below:

MAILING ADDRESS

Crescent Securities Group Inc
4975 Preston Park Blvd
Suite 820
Plano, TX 75093
Attention: Red Oak Capital Income Opportunity Fund II, LLC
Phone: (972) 490-0150

Make checks payable to:

Red Oak Capital Income Opportunity Fund II, LLC

(Please include name, phone and email address in case of questions)

WIRE INSTRUCTIONS

Red Oak Capital Income Opportunity Fund II, LLC
ABA No: **121000248**
Acct No: 4067473546
Beneficiary: Red Oak Capital Income Opportunity Fund II, LLC
Address: 4975 Preston Park Blvd STE 820 Plano, TX 75093
Bank Name: Wells Fargo Bank NA
Bank Address: 420 Montgomery St. San Francisco, CA 94104
Swift Code (International Only): WFBUS6S

*For IRA Accounts, mail investor signed documents to the IRA Custodian for signatures.

INSTRUCTIONS TO SUBSCRIBERS

Section 1: Indicate investment amount for Bonds and CORE R-Bonds.

Section 2: Indicate your method of payment. Make all checks for subscription payments payable to “Red Oak Capital Income Opportunity Fund II, LLC.” Wire funds pursuant to the instructions set forth above.

Section 3: Indicate type of ownership.

Section 4: Fill-in all names, addresses, dates of birth, Social Security or Tax ID numbers of all investors or trustees.

Section 5: Indicate payment option.

Section 6: Indicate if you consent to the electronic delivery of documents.

Section 7: Read each of the acknowledgements and representations. Your signature in Section 8 indicates that you have read Section 8, in its entirety, and the Company may rely on your signature that you understand and/or meet the acknowledgements and representations contained therein.

Section 8: Execute the Subscription Agreement.

NON-CUSTODIAL OWNERSHIP

- Accounts with more than one owner must have ALL PARTIES SIGN in Section 8.
- Be sure to attach copies of all plan documents for Pension Plans, Trust or Corporate Partnerships required in Section 3.
- **Please include W9, copy of Driver's License and accreditation attestation.**

CUSTODIAL OWNERSHIP

- For New IRA/Qualified Plan Accounts, please complete to form/application provided by your custodian of choice in addition to this Subscription Agreement and forward to the custodian for processing.
- For existing IRA Accounts and other Custodial Accounts, information must be completed BY THE CUSTODIAN.
- Have all documents signed by the appropriate officers as indicated in the Corporate Resolution (which are also to be included).

(Remainder of page left blank - continues on next page)



SUBSCRIPTION AGREEMENT

8.5% Unsecured Bonds

Issued by
Red Oak Capital Income Opportunity Fund II, LLC

1. Investment *(Select only one.)*

- Initial Investment (minimum initial investment of \$50,000 up to any multiple of \$1,000)
- Additional Investment in this Offering (minimum of \$1,000 up to any multiple of \$1,000)

Subscription Amount: \$ _____
of Bonds: _____

CUSIP (if any)

If you are making your investment through a broker-dealer or registered investment advisor, please provide the following information related to such broker-dealer or registered investment advisor:

Name of firm: _____

Name of individual representative: _____ Phone #: _____ Email: _____

Representative Office Address: _____

2. Investment Instructions

- By Mail** — Checks should be made payable to “Red Oak Capital Income Opportunity Fund II, LLC;” or
- By Wire Transfer** — Forward this Subscription Agreement to the address listed above. Wiring instructions are as set forth below:
 Red Oak Capital Income Opportunity Fund II, LLC
 ABA No: 121000248
 Acct No: 4067473546
 Beneficiary Name: Red Oak Capital Income Opportunity Fund II, LLC
 Bank Name: Wells Fargo Bank NA
 Bank Address: 420 Montgomery St. San Francisco, CA 94104
 Bank Swift Code *(international only)*: WFBIUS6S
- Custodial Accounts** — Forward this Subscription Agreement directly to the custodian.

3. Type of Ownership *(Select only one.)*

Non-Custodial Ownership	Custodial Ownership
<input type="checkbox"/> Individual — One signature required. <input type="checkbox"/> Joint Tenants with Rights of Survivorship — All parties must sign. <input type="checkbox"/> Community Property — All parties must sign. <input type="checkbox"/> Tenants in Common — All parties must sign. <input type="checkbox"/> Uniform Gift to Minors Act — State of _____ — Custodian signature required. <input type="checkbox"/> Uniform Transfer to Minors Act — State of _____ — Custodian signature required. <input type="checkbox"/> Qualified Pension or Profit Sharing Plan — Include plan documents. <input type="checkbox"/> Trust — Include title, signature and “Powers of the Trustees” pages. <input type="checkbox"/> Corporation — Include corporate resolution, articles of incorporation and bylaws. Authorized signature required. <input type="checkbox"/> Partnership — Include partnership agreement. Authorized signature(s) required. <input type="checkbox"/> Other (Specify) — _____ <i>Include title and signature pages.</i>	<input type="checkbox"/> Traditional IRA — Owner and custodian signatures required. <input type="checkbox"/> Roth IRA — Owner and custodian signatures required. <input type="checkbox"/> Simplified Employee Pension/Trust (SEP) — Owner and custodian signatures required. <input type="checkbox"/> KEOGH — Owner and custodian signatures required. <input type="checkbox"/> Other — _____ Owner and custodian signatures required. Custodian Information <i>(To be completed by custodian.)</i> _____ Name of Custodian: _____ Mailing Address: City: State: _____ Zip Code: _____ Custodian Tax ID #: _____ Custodian Account #: _____ Custodian Phone #:

4. Investor Information *(You must include a permanent street address even if your mailing address is a P.O. Box.)*

Individual/Beneficial Owner: *(Please print name(s) to whom Bonds are to be registered.)*

First, Middle, Last Name:	Social Security #:
Street Address:	City, State, Zip Code:
Daytime Phone #:	Date of Birth:
Citizenship <i>(If Not a US Citizen, Specify Country):</i>	E-mail Address:

Joint Owner: *(If applicable)*

First, Middle, Last Name:	Social Security #:
Street Address:	City, State, Zip Code:
Daytime Phone #:	Date of Birth:
Citizenship <i>(If Not a US Citizen, Specify Country):</i>	E-mail Address:



Trust: *(Exactly as registered with the IRS)*

Name of Trust:	Tax ID #: Date of Trust:
Name(s) of Trustee(s)*:	Name(s) of Beneficial Owner(s)*:
Beneficial Owner(s) Street Address:	City, State, Zip Code:
Social Security #:	Date of Birth:
Occupation:	E-mail Address:

Corporation/Partnership/Other: *(Exactly as registered with the IRS)*

Name of Entity:	Tax ID #: Date of Entity Formation:
Name(s) of Officer(s), General Partner or Authorized:	Additional Name of Authorized Person <i>(if any)</i> :
Legal Street Address:	City, State, Zip Code:
Email:	Phone #:

*If there is more than one trustee or beneficial owner, we will require documents for the requested information for each additional trustee and/or beneficial owner.

5. Payment Options For Non-Qualified Accounts *(Select only one.)*

I (we) hereby subscribe for the Bond(s) of Red Oak Capital Income Opportunity Fund II, LLC and elect the distribution option indicated below (choose one of the three options):

- I choose to have payments of interest and principal mailed to me at the address listed in Section 4.
- I choose to have payments of interest and principal mailed to me at the following address. _____
- I choose to have payments of interest and principal deposited in a checking, savings or brokerage account.

I authorize the Company or its agent to deposit my payment to the account indicated below. This authority will remain in force until I notify the Company to cancel it. In the event that the Company deposits funds erroneously into my account, the Company is authorized to debit my account for the amount of the erroneous deposit.

Name of Financial Institution:	Your Bank's ABA Routing #:
Your Account #:	Name on Account or FBO:
Brokerage Mailing Address:	City, State, Zip Code:

7. Investor Acknowledgements and Representations

All capitalized terms not otherwise defined shall have the meanings ascribed to such terms in the Memorandum:

(a) I am acquiring the Bonds for my own account, and not with a view to, or for, resale or distribution in violation of the Securities Act of 1933, as amended (the "Securities Act"), the securities laws of any U.S. state or the securities laws of any other applicable jurisdiction. No person has a direct or indirect beneficial interest in the Bonds to be issued to me under this Agreement and I do not have any contract, understanding, agreement or arrangement with any person to sell, assign, transfer or otherwise dispose of any the Bonds to any person.

(b) I am an "accredited investor," as that term is defined in Rule 501(a) of Regulation D under the Securities Act.

(c) If an individual (that is, a natural person and not a corporation, partnership, trust or other entity), then select one or more of the categories indicated below (**please place an "X" on the appropriate lines**):

_____ A natural person whose individual net worth,¹ or joint net worth with that person's spouse, at the date of this Agreement exceeds \$1,000,000;

NOTE – By marking the above selection, you further represent that you:

- (i) have provided bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments and appraisal reports issued within the last three months by independent third parties to demonstrate your assets in calculating your Net Worth; AND
- (ii) have provided a consumer credit report issued within the last three months by one of the following consumer reporting agencies: Experian, Equifax or TransUnion; AND
- (iii) certify that all liabilities necessary to make a determination of your Net Worth have been disclosed; OR
- (iv) have provided written confirmation from an "authorized person"² that such authorized person has taken reasonable steps to verify that you are an accredited investor within the prior three months and has determined that you are an accredited investor.

_____ A natural person who had an 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 US \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

NOTE – By marking one of the above selection, you further represent that you:

- (i) have provided IRS forms that report your income (or joint income with your spouse, if applicable) for the two most recent years, which forms may include, without limitation, Form W-2, Form 1099, Schedule K-1, Form 1065 and/or Form 1040; OR
- (ii) have provided publicly available documents (such as Form 10-K or proxy statement) disclosing your compensation for the two most recent years; OR
- (iii) have provided copies of all pay stubs for the two most recent years and the current year; AND represent that you have a reasonable expectation of reaching the income levels described above during the current year; OR
- (iv) have provided written confirmation from an "authorized person"² that such authorized person has taken reasonable steps to verify that you are an accredited investor within the prior three months and has determined that you are an accredited investor.

¹ In determining "net worth," "net worth" means the excess of total assets at fair market value (including personal and real property, but excluding the estimated fair market value of a person's primary home) over total liabilities. Total liabilities excludes any mortgage on the primary home in an amount of up to the home's estimated fair market value as long as the mortgage was incurred more than 60 days before the Securities are purchased, but includes (i) any mortgage amount in excess of the home's fair market value and (ii) any mortgage amount that was borrowed during the 60-day period before the closing date for the sale of Securities for the purpose of investing in the Securities.

² Each of the following is an "authorized person" for this purpose: (1) a broker-dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; (2) an investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940, as amended; (3) a licensed attorney who is in good standing under the laws of the jurisdictions in which he or she is admitted to practice law; and (4) a certified public accountant who is duly registered and in good standing under the laws of the place of his or her residence or principal office.

_____ A director, executive officer, or general partner of the Company or director, executive officer, or general partner of the general partner of the Company.

(d) If a corporation, partnership, limited liability company, trust or other entity, then select one or more of the categories indicated below (please place an "X" on the appropriate lines):

_____ An organization described in Section 501(c)(3) of the United States Internal Revenue Code, as amended, a corporation, a Massachusetts or similar business trust, a partnership or a limited liability company, not formed for the specific purpose of acquiring the Securities, with total assets in excess of US \$5,000,000;

_____ A trust that (i) has total assets in excess of US \$5,000,000, (ii) was not formed for the specific purpose of acquiring the Securities and (iii) is directed in its purchases of the Securities by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D under the Securities Act;

_____ 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 capacity or fiduciary capacity;

_____ A broker dealer registered under Section 15 of the United States Securities Exchange Act of 1934, as amended;

_____ An insurance company as defined in Section 2(a)(13) of the Securities Act;

_____ 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 that has total assets in excess of \$5,000,000;

_____ An employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974, as amended, for which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of that Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or an employee benefit plan with total assets in excess of \$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

_____ An investment company registered under the United States Investment Company Act of 1940, as amended, or a business development company as defined in Section 2(a)(48) of that Act;

_____ A Small Business Investment Corporation licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the United States Small Business Investment Act of 1958, as amended;

_____ A private business development company as defined in Section 202(a)(22) of the United States Investment Advisors Act of 1940, as amended; or

_____ An entity in which all of the equity owners satisfy the requirements of one or more of the categories set out in this Section 3(d) or in Section 3(c).

NOTE – By marking any of the above selections in subsection d, you further represent that you have provided:

(i) *documentation sufficient to verify your status as such; OR*

(ii) *written confirmation from an "authorized person"² that such authorized person has taken reasonable steps to verify that you are an accredited investor within the prior three months and has determined that you are an accredited investor.*

(e) I understand that no governmental entity, including the U.S. Securities and Exchange Commission or the securities commission or authorities of any other jurisdiction, has approved or disapproved the Bonds, passed upon or endorsed the merits of the offering of the Bonds, or made any finding or determination as to the fairness of the Bonds to investors.

(f) I have full power and authority to enter into, execute, deliver, and perform my obligations under this Agreement, and when signed and delivered by or on behalf of myself, are or will be my legal and binding obligations, enforceable against me in accordance with their terms.

(g) No person acting on behalf of or under my authority is or will be entitled to any broker's, finder's, or similar fee or commission in connection with the purchase of the Bonds.

(h) I have been encouraged to rely upon the advice of my own legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to my acquisition of the Bonds and the other transactions contemplated by this Agreement. I have been

offered, during the course of discussions concerning the transactions contemplated by this Agreement, the opportunity to ask such questions and inspect such documents concerning the Company and its business and affairs as I have requested, so as to understand more fully the nature of my purchase of the Bonds and to verify the accuracy of the information supplied.

(i) I have such knowledge of, and experience in, financial and business matters as to be capable of (A) evaluating the merits and risks of, and bearing the economic risks entailed by, an investment in the Bonds and (B) protecting my interests in connection with that investment. I acknowledge that an investment in the Bonds involves a high degree of risk.

(j) I understand that the Bonds are, and will remain, illiquid. I have reviewed my financial condition and commitments, and discussed those matters with advisors to the extent that I consider necessary. Based on that review, I am satisfied that I (A) have adequate means of providing for my financial needs without selling, transferring or otherwise disposing of any the Bonds and (B) am capable of bearing the economic risk of (y) investing in the Bonds for an indefinite period of time and (z) the possible loss of all or part of my investment in the Bonds.

(k) I shall complete the Bad Actor Addendum at Addendum A to this Agreement, at any time required by the Company.

(l) I have received, read and fully understand the Company's Confidential Private Placement Memorandum (the "Memorandum") and is basing my decision to invest solely on the information contained in the Memorandum. I have relied only on the information contained in the Memorandum and has not relied on any representations made by any other person.

(m) I represent that neither, myself nor any subsidiary, affiliate, owner, shareholder, partner, indemnitor, guarantor or related person or entity: (a) is a Sanctioned Person (as defined below); (b) has more than 15% of its assets in Sanctioned Countries (as defined below); or (c) derives more than 15% of its operating income from investments in, or transactions with Sanctioned Persons or Sanctioned Countries. For purposes of the foregoing, a "Sanctioned Person" means: (a) a person named on the list of "specially designated nationals" or "blocked persons" maintained by the U.S. Office of Foreign Assets Control ("*OFAC*") at <http://www.treas.gov/offices/eotffc/ofac/>, or as otherwise published from time to time, or (b) (i) an agency of the government of a Sanctioned Country, (ii) an organization controlled by a Sanctioned Country, or (iii) a person resident in a Sanctioned Country, to the extent subject to a sanctions program administered by OFAC. A "Sanctioned Country" shall mean a country subject to a sanctions program identified on the list maintained by OFAC and available at <http://www.treas.gov/offices/eotffc/ofac/>, or as otherwise published from time to time.

(n) [reserved].

(o) I understand that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgements and understandings set out in this Agreement in order to determine the suitability of myself to acquire the Bonds.

(p) The foregoing representations, warranties and agreements shall survive my signing of this Agreement and the issuance of the Bonds to me.

(q) Any notices shall be deemed to have been received by you upon electronic delivery to your e-mail address provided to the Company in this Agreement or otherwise.

By making the foregoing representations you have not waived any right of action you may have under federal or state securities law. Any such waiver would be unenforceable. The company will assert your representations as a defense in any subsequent litigation where such assertion would be relevant. This subscription agreement and all rights hereunder shall be governed by, and interpreted in accordance with, the laws of the State of Delaware without giving effect to the principles of conflict of laws.

8. Investor Signatures

Digital (“electronic”) signatures, often referred to as an “e-signature”, enable paperless contracts and help speed up business transactions. The 2001 E-Sign Act was meant to ease the adoption of electronic signatures. The mechanics of this Subscription Agreement’s electronic signature include your signing this Agreement below by typing in your name, with the underlying software recording your IP address, your browser identification, the timestamp, and a securities hash within an SSL encrypted environment. This electronically signed Subscription Agreement will be available to both, you and the Company, as well as any associated brokers, so they can store and access it at any time, and it will be stored and accessible on www.rocxplatform.com. You and the Company each hereby consents and agrees that electronically signing this Subscription Agreement constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, all parties agree that no certification authority or other third-party verification is necessary to validate any electronic signature; and that the lack of such certification or third-party verification will not in any way affect the enforceability of your signature or resulting contract between you and the Company. You understand and agree that your e-signature executed in conjunction with the electronic submission of this Subscription Agreement shall be legally binding and such transaction shall be considered authorized by you. You agree your electronic signature is the legal equivalent of your manual signature on this Subscription Agreement. You consent to be legally bound by this Subscription Agreement's terms and conditions. Furthermore, you and the Company, each hereby agrees that all current and future notices, confirmations and other communications regarding this Subscription Agreement specifically, and future communications in general between the parties, may be made by email, sent to the email address of record as set forth in this Subscription Agreement or as otherwise from time to time changed or updated and disclosed to the other party, without necessity of confirmation of receipt, delivery or reading, and such form of electronic communication is sufficient for all matters regarding the relationship between the parties. If any such electronically sent communication fails to be received for any reason, including but not limited to such communications being diverted to the recipients spam filters by the recipients email service provider, or due to a recipient’s change of address, or due to technology issues by the recipients service provider, the parties agree that the burden of such failure to receive is on the recipient and not the sender, and that the sender is under no obligation to resend communications via any other means, including but not limited to postal service or overnight courier, and that such communications shall for all purposes, including legal and regulatory, be deemed to have been delivered and received. No physical, paper documents will be sent to you, and if you desire physical documents then you agree to be satisfied by directly and personally printing, at your own expense, the electronically sent communication(s) and maintaining such physical records in any manner or form that you desire.

Your Consent is Hereby Given: By signing this Subscription Agreement electronically, you are explicitly agreeing to receive documents electronically including your copy of this signed Subscription Agreement as well as ongoing disclosures, communications and notices.

(Signature Page Follows)



SIGNATURES:

THE UNDERSIGNED HAS THE AUTHORITY TO ENTER INTO THIS PURCHASER QUESTIONNAIRE AND SUBSCRIPTION AGREEMENT ON BEHALF OF THE PERSON(S) OR ENTITY REGISTERED ABOVE.

Signature of Individual/Trustee/Beneficial Owner/Custodian

Date

Printed Name

Signature of Joint Owner/Co-trustee

Date

Printed Name

FIRM ACKNOWLEDGMENT:

Signature – Firm Principal

Date

Printed Name

Signature – Authorized Representative

Printed Name

Date



SUBSCRIPTION ACCEPTED:

Red Oak Capital Income Opportunity Fund II, LLC
a Delaware limited liability company

By: _____

Name: _____

Its: _____ Dated: _____



Addendum A

BAD ACTOR ADDENDUM

The undersigned investor (“*Investor*”), in connection with Investor’s subscription (the “*Subscription*”) for Senior Secured Bonds of Red Oak Capital Income Opportunity Fund II, LLC, a Delaware limited liability company (the “*Company*”), dated as of _____, 20__ (the “*Subscription Date*”) and as a material inducement for the Company to accept such Subscription, hereby represents, warrants and covenants to the Company the following.

(1) **Representations and Warranties.**

(i) Investor has not been convicted, within ten years before the Subscription Date, of any felony or misdemeanor:

(A) In connection with the purchase or sale of any security;

(B) Involving the making of any false filing with the United States Securities Exchange Commission (the “*Commission*”); or

(C) Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(ii) Investor is not subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before the Subscription Date that, at such time, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:

(A) In connection with the purchase or sale of any security;

(B) Involving the making of any false filing with the Commission; or

(C) Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(iii) Investor is not subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:

(A) As of the Subscription Date, bars the Investor from:

(1) Association with an entity regulated by such commission, authority, agency, or officer;

(2) Engaging in the business of securities, insurance or banking; or

(3) Engaging in savings association or credit union activities; or

(B) Constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within ten years before the Subscription Date;

(iv) Investor is not subject to an order of the Commission entered pursuant to section 15(b) or 15B(c) of the Securities Exchange Act of 1934 (*15 U.S.C. 78 o (b) or 78 o -4(c)*) or section 203(e) or (f) of the Investment Advisers Act of 1940 (*15 U.S.C. 80b-3(e) or (f)*) that, as of the Subscription Date:

(A) Suspends or revokes Investor’s registration as a broker, dealer, municipal securities dealer or investment adviser;

(B) Places limitations on the activities, functions or operations of Investor; or

(C) Bars Investor from being associated with any entity or from participating in the offering of any penny stock;

(v) Is subject to any order of the Commission entered within five years before the Subscription Date, as of the Subscription Date, orders Investor to cease and desist from committing or causing a violation or future violation of:

(A) Any scienter-based anti-fraud provision of the federal securities laws, including without limitation section 17(a)(1) of the Securities Act of 1933 (*15 U.S.C. 77q(a)(1)*), section 10(b) of the Securities Exchange Act of 1934 (*15 U.S.C. 78j(b)*) and *17 CFR 240.10b-5*, section 15(c)(1) of the Securities Exchange Act of 1934 (*15 U.S.C. 78 o (c)(1)*) and section 206(1) of the Investment Advisers Act of 1940 (*15 U.S.C. 80b-6(1)*), or any other rule or regulation thereunder; or

(B) Section 5 of the Securities Act of 1933 (*15 U.S.C. 77e*).

(vi) Investor is not suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;

(vii) Investor has not filed (as a registrant or issuer), or was not named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within five years before the Subscription Date, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, as of the Subscription Date, the subject of an investigation or proceeding to determine whether a



stop order or suspension order should be issued; or

(viii) Investor is not subject to a United States Postal Service false representation order entered within five years before the Subscription Date, or is, as of the Subscription Date, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

(2) Covenants.

(i) Investor shall immediately notify the Company in writing if Investor becomes subject to any of the events set forth in Section 1 of this Bad Actor Addendum (a “Disqualification Event”) following the Subscription Date. Such notice shall be referred to as a “Bad Act Notice” and shall set forth in sufficient detail the nature of the Disqualification Event to which Investor has become subject and the date of the Disqualification Event’s occurrence (the “Disqualification Notice”).

(ii) Investor agrees to execute, make, acknowledge and deliver such other instruments, agreements and documents as may be required to fulfill the purposes of this Bad Actor Addendum.

IN WITNESS WHEREOF, the undersigned Investor has executed this Bad Actor Addendum as of the date stated above.

If Investor is an ENTITY:

If Investor is an INDIVIDUAL:

(print entity name)

(print name)

By: _____

(signature)

Name: _____

(spouse’s printed name, *if required*)

Title: _____

(spouse’s signature, *if required*)

Accepted By:

Red Oak Capital Income Opportunity Fund II, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____



Addendum B

BROKER-DEALER REPRESENTATIONS AND WARRANTIES

Investor suitability requirements have been established by the Company and are in the Memorandum. Before recommending the purchase of Bonds, we have reasonable grounds to believe, on the basis of information supplied by the Investor concerning his or her investment objectives, other investments, financial situation and needs, and other pertinent information that: (i) the Investor is an “accredited investor” as defined in Section 501(a) of Regulation D of the Securities Act of 1933; (ii) the Investor meets the investor suitability requirements established by the Company; (iii) the acquisition of Bonds is a suitable investment for such Investor, as may be required by the Memorandum and all applicable laws, rules, and regulations; (iv) the Investor is or will be in a financial position appropriate to enable such Investor to realize to a significant extent the benefits described in the Memorandum; (v) the Investor has a fair market net worth and income sufficient to sustain the risks inherent in the Investor’s acquisition of the Bonds, including loss of investment and lack of liquidity; (vi) the Bonds are otherwise a suitable investment for the Investor. We will maintain in our files documents disclosing the basis upon which the suitability of this Investor was determined.

We verify that the above subscription either does not involve a discretionary account or, if so, that the Investor’s prior written approval was obtained relating to the liquidity and marketability of the Bonds during the term of the investment.

Purchaser Name _____

Broker-Dealer Firm Name _____

Registered Representative _____

(Please Print)

Registered Representative’s BRANCH ADDRESS, City, State, Zip

Registered Representative CRD # _____

Branch Phone Number (_____) _____

E-mail address: _____

I certify that I am registered to sell securities in the state in which this investor(s) reside(s).

INITIAL _____ Reg. Rep.

I certify that I am currently licensed with the FINRA and all necessary state regulatory agencies to sell the security which is the subject of this document.

INITIAL _____ Reg. Rep.

I certify that I have not participated in any general solicitation or advertising of the offering of this security and I have a pre-existing relationship with this investor.

INITIAL _____ Reg. Rep.

Each of the undersigned hereby certifies that the registered representative identified herein is the only person who will receive any compensation, directly or indirectly, for the solicitation of this/these investor’s/s’ subscription for Bonds and is not subject to any disqualifying event. The Broker-Dealer reaffirms the representations and warranties in Section 2 of the Managing Broker-Dealer Agreement and/or Section 1 of the Soliciting Dealer Agreement with respect to the offering of the Bonds to which the Broker-Dealer is a party.

Signature of Registered Representative (REQUIRED)

Signature of Broker Dealer Principal (REQUIRED)

Addendum C - Accreditation
Attestation
For Broker-Dealer Use Only

Date:

To:

From:

Subject:

Please accept this as confirmation that _____, is an accredited investor in accordance with the requirements defined by the Securities and Exchange Commission. Should you require anything further please reach out to _____ at _____. Thank you.

Sincerely,

Signature: _____

Print Name: _____

Title: _____