

CONFIDENTIAL
Do Not Copy or Circulate

SAMPLE CAPITAL FUND, L.P.

a Illinois Limited Partnership

A Private Offering of Limited Partnership Interests

SUBSCRIPTION AGREEMENT CONFIDENTIAL INVESTOR QUESTIONNAIRE

If you decide not to participate in this offering, please return the Confidential Offering Memorandum and its attachments, this Subscription Agreement and all other documentation to:

Sample Opportunity Fund Management, LLC
Sample Capital Fund, L.P.'s General Partner

SUBSCRIPTION BOOKLET INSTRUCTIONS – ALL INFORMATION WILL BE TREATED
CONFIDENTIALLY

IN ORDER TO INVEST IN SVMI OPPORTUNITY FUND, L.P. (THE “FUND”), YOU MUST CAREFULLY COMPLETE THIS CONFIDENTIAL INVESTOR QUESTIONNAIRE BY COMPLETING ALL THE REQUIRED INFORMATION.

THE LIMITED PARTNERSHIP INTERESTS REFERRED TO IN THIS CONFIDENTIAL INVESTOR QUESTIONNAIRE (THE “LP INTERESTS”) HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”) OR THE SECURITIES LAWS OF ANY OTHER STATE OR JURISDICTION. THE LP INTERESTS MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO SUCH INTERESTS UNDER THE 1933 ACT OR AN EXEMPTION THEREFROM.

INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE FUND AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. INVESTORS ARE ENCOURAGED TO SEEK INDEPENDENT LEGAL, INVESTMENT AND TAX ADVICE REGARDING INDIVIDUAL CIRCUMSTANCES AND FINANCIAL OBJECTIVES IN DETERMINING WHETHER TO ACQUIRE AN INTEREST IN THE FUND.

THE LP INTERESTS HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY NOR HAVE THE FOREGOING AUTHORITIES PASSED UPON THE ACCURACY OR ADEQUACY OF THE OFFERING MATERIALS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

INSTRUCTIONS

- | | |
|---|--|
| <input type="checkbox"/> All investors complete Page 2, 3 and 4 | <u>Individuals:</u> |
| <input type="checkbox"/> All investors sign Page 11 as appropriate | Complete Pages 2 - 5
Sign Page 11 |
| <input type="checkbox"/> Individual investors complete Page 5 | <u>Entities:</u> |
| <input type="checkbox"/> Non-individual investors complete Page 6 | Complete Pages 2 - 4 and 6
Sign Page 11 |
| <input type="checkbox"/> Send the completed questionnaire to the General Partner per the below instructions | |

RETURN INSTRUCTIONS

PLEASE RETURN THE COMPLETED QUESTIONNAIRE TO:

Microcap Opportunity Fund Management, LLC Attention:
Adam S. Tracy
Address: 800 W Fifth Ave Suite 201a, Naperville, IL 60563
Telephone: 8889789901
Email: at@ibankattorneys.com

CONFIDENTIAL INVESTOR QUESTIONNAIRE

In connection with the acquisition of an LP Interest in the Fund, and subject to the terms and conditions of the Fund's Amended and Restated Partnership Agreement provided herewith (the "Partnership Agreement"), the undersigned hereby provides the following information.

Legal Name of Subscriber:

For Individuals, Primary Residential Address: For

Entities, Primary Business Address: (Please no

P.O. Boxes)

City:

State:

Zip Code:

Telephone:

Other Phone:

E-mail:

Fax:

Tax ID Number / SSN:

TYPE OF ORGANIZATION

- | | |
|--|---|
| <input type="checkbox"/> Individual (one signature required) | <input type="checkbox"/> Fiduciary |
| <input type="checkbox"/> Individual Retirement Account | <input type="checkbox"/> Tenants in Common (both parties must sign) |
| <input type="checkbox"/> Estate | <input type="checkbox"/> Nominee |
| <input type="checkbox"/> Grantor Trust | <input type="checkbox"/> Trust (<input type="checkbox"/> "Revocable" <input type="checkbox"/> "Non-revocable") |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Corporation (<input type="checkbox"/> "C" <input type="checkbox"/> "S") |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Limited Liability Company |

PROPOSED CAPITAL COMMITMENT

The investor hereby agrees to invest up to the following total amount in the Interests, to be funded as provided in the Fund's Limited Partnership Agreement.

Amount: \$ _____

QUESTIONNAIRE

In connection with the proposed investment in the Fund, the undersigned hereby represents as follows:

A. GENERAL INVESTOR REPRESENTATIONS

1. The undersigned's interest in the Fund will be acquired for investment, and not with a view to the sale or distribution of any part thereof, and that the undersigned has no present intention of selling, granting participation in, or otherwise distributing the same, but subject nevertheless to any requirement of law that the disposition of the undersigned's property shall at all times be within the control of the undersigned.
2. The undersigned will hold its interest in the Fund for itself beneficially and does not nor will have any contract, undertaking, agreement, or arrangement with any person to sell or transfer to any third person its interest in the Fund and is not acting as nominee or trustee or otherwise on behalf of any other person.
3. The undersigned has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Fund.
4. The undersigned does not control, nor is controlled by or under common control with, any other investors in the Fund.
5. The undersigned would be considered, and the interest in the Fund held by the undersigned would be considered to be beneficially owned by, "one person" for purposes of Section 3(c)(1) of the Investment Company Act of 1940 (the "1940 Act").
6. If the undersigned is a company, the undersigned represents and warrants that (a) its shareholders, partners or other holders of equity or beneficial interests are not able to decide individually whether to participate in the undersigned's investment in the Fund, (b) the undersigned is not a participant-directed defined contribution plan, (c) the amount of the undersigned's capital commitment in the Fund, does not exceed 40% of the undersigned's total assets and (d) the undersigned was not created solely for the purpose of making this investment in the Fund.

B. ACCREDITED INVESTOR REPRESENTATIONS

The undersigned hereby represents and warrants that the undersigned is an "accredited investor" under Rule 501 of Regulation D promulgated by the Securities and Exchange Commission and that the undersigned qualifies as such because the undersigned is (check applicable box):

- A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his or her purchase exceeds \$1,000,000 (excluding the value of the undersigned's principal residence.)
- 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 \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.
- A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii).
- A corporation, Massachusetts or similar business trust, or partnership, or an organization described in section 501 (c)(3) of the Code, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.
- A bank as defined in Section 3(a)(2) of the 1933 Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(13) of the 1933 Act; any investment company registered under the 1940 Act or a business development company as defined in section 2(a)(48) of such act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any 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, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if 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 adviser, or if the employee benefit plan has 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.
- A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
- An entity in which all of the equity owners are accredited investors.
- The undersigned is NOT an accredited investor. Please contact the General Partner if you are not an accredited investor.

In order to identify certain special entities whose investment may require special treatment by the Fund, please carefully answer each of the following questions:

	<u>Yes</u>	<u>No</u>
1. ERISA PARTNER		
a. Is the undersigned (a) an employee benefit plan subject to Part 4 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or (b) a plan described in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (the "Code")?	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the undersigned (a) an entity whose underlying assets are considered "plan assets" of an employee benefit plan that is subject to Part 4 of Subtitle B of Title I of ERISA and that invested in such entity or (b) an entity whose underlying assets are considered "plan assets" of a plan that is described in Section 4975(e)(1) of the Code and that invested in such entity?	<input type="checkbox"/>	<input type="checkbox"/>
If "Yes," what percentage of the undersigned's underlying assets is considered "plan assets"? _____ %		
2. POTENTIAL LOOK THROUGH ENTITY: Is the undersigned, or would the undersigned be but for the exception provided in either Section 3(c)(1) or Section 3(c)(7) of the 1940 Act, an "investment company," as defined in the 1940 Act?	<input type="checkbox"/>	<input type="checkbox"/>
3. FOREIGN PARTNER: Is the undersigned (a) not a "United States person" as defined in section 7701(a)(30) of the Code, or (b) a domestic partnership of which one or more persons or entities that are not "United States person" as defined in section 7701(a)(30) of the Code, own an interest in the partnership capital of such domestic partnership, as defined in sections 7701(a)(2) and 7701(a)(4) of the Code?	<input type="checkbox"/>	<input type="checkbox"/>
4. FOIA PARTNER:		
a. Is the undersigned a person that is directly or indirectly subject to either section 552(a) of Title 5, United States Code (commonly known as the "Freedom of Information Act") or any similar federal, state, county or municipal public disclosure law, whether foreign or domestic?	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the undersigned a person that is subject, by regulation, contract or otherwise, to disclose Fund information to a trading exchange or other market where interests in such person are sold or traded, whether foreign or domestic?	<input type="checkbox"/>	<input type="checkbox"/>
c. Is the undersigned a person that is required to or will likely be required to disclose Fund information to a governmental body, agency or committee (including, without limitation, any disclosures required in accordance with the Ethics in Government Act of 1978, as amended, and any rules and regulations of any executive, legislative or judiciary organization), whether foreign or domestic, by virtue of such person's (or any of its affiliates') current or proposed involvement in government office?	<input type="checkbox"/>	<input type="checkbox"/>
d. Is the undersigned a person that is an agent, nominee, fiduciary, custodian or trustee for any person described in the preceding questions 4(a) through 4(c) where Fund information provided or disclosed to the undersigned, as a Limited Partner of the Fund, by or on behalf of the Fund, or its General Partner is provided or could at any time become available to such person described by the preceding questions 4(a) through 4(c)?	<input type="checkbox"/>	<input type="checkbox"/>
e. Is the undersigned a person that is an investment fund or other entity that has any person described in the preceding questions 4(a) through 4(d) as a partner, member or other beneficial owner where Fund information provided or disclosed to the undersigned, as a Limited Partner of the Fund, by or on behalf of the Fund, or its General Partner is disclosed to or could at any time become available to such person described by the preceding questions 4(a) through 4(d)?	<input type="checkbox"/>	<input type="checkbox"/>
f. If answer to any of 4(a)-(e) above is Yes, does the undersigned reasonably believe, based on the advice of counsel, that it is NOT required by law to disclose any Fund information provided or disclosed to the undersigned by the Fund, the General Partner or any affiliate or agent thereof? As used herein, Fund information shall mean any financial information, valuation or other confidential information (other than the name of the Fund and the cost basis of the Investments of the Fund).	<input type="checkbox"/>	<input type="checkbox"/>
5. Tax-Exempt Partner: Is the undersigned either (a) exempt from the payment of United States federal income tax or (b) a partnership (or entity treated as such for tax purposes), one or more of the partners or equity owners of which is exempt from the payment of United States federal income tax?	<input type="checkbox"/>	<input type="checkbox"/>
6. Private Foundation Partner: Is the undersigned a "private foundation" as described in Section 509 of the Code?	<input type="checkbox"/>	<input type="checkbox"/>
7. Public Pension Partner: Is the undersigned (a) a pension fund or retirement system for a government entity, or (b) a partnership of which one or more partners is a pension fund or retirement system for a government entity?	<input type="checkbox"/>	<input type="checkbox"/>

Name of Employer:

Position / Title:

Occupation

Years with Employer:

Address of Employer:

City, State, Zip

Business Telephone

Business Facsimile

Residence Information: Please provide the states/countries in which you have maintained your principal residence during the past three years and the dates which you resided in each state/country.

Residence Information: Are you registered to vote in, or do you have a driver's license issued by, or do you maintain a residence in any other state/country? If yes, in which state(s)/country(ies)?

Education: Please describe your educational background and degrees obtained, if any:

Affiliation: If you have any pre-existing personal or business relationship with the Fund, the General Partner, or any of their officers, managers or controlling persons, please describe the nature and duration of such relationship.

Financial and Investing Experience. Please indicate, by checking the boxes below, the nature and extent of your financial and investment experience which you believe gives you the capacity to evaluate the merits and risks of the proposed investment and the capacity to protect your interests.

Type of Investment

Years of Experience (Circle One)

- | | | | | |
|------------------------------------|-----|------|-------|--------|
| 1. Stocks / Bonds / Mutual Funds | 1-5 | 5-10 | 10-15 | Over15 |
| 2. Real Estate | 1-5 | 5-10 | 10-15 | Over15 |
| 3. LPs, LLCs / Hedge Funds | 1-5 | 5-10 | 10-15 | Over15 |
| 4. Options / Futures / Commodities | 1-5 | 5-10 | 10-15 | Over15 |

Are you purchasing the securities offered for your own account and for investment purposes only?

YES

NO

If no, please state for whom you are investing and/or the reason for investing.

Advisors: In evaluating this investment, will you use the services of any of the following advisors? (If so, please identify, providing address and telephone number.)

YES

NO

QUESTIONNAIRE FOR EACH ENTITY.

Entity name:

Jurisdiction of formation or incorporation:

Type of entity:

Approximate date entity was formed:

- | | | |
|--|-----|----|
| a. Has entity made investments prior to the date hereof? | YES | NO |
| b. Does each beneficial owner in the entity share in the same proportion in each investment? | YES | NO |
| c. Was entity formed for the purpose of this investment? | YES | NO |

If the answer to (a) or (b) is no or if the answer to (c) is yes, please contact the General Partner for additional discussion. The entity may not be eligible to invest. Each participating person in the entity may be required to fill out a Subscription Agreement, including making the representations as to investor status set forth herein.

Net Worth Please state the investing entity's net worth at the time the securities will be purchased:

\$ _____

Please indicate the nature and extent of the financial and investment experience of the person making investment decisions on behalf of the entity.

Type of Investment

Years of Experience (Circle One)

- | | | | | |
|------------------------------------|-----|------|-------|--------|
| 1. Stocks / Bonds / Mutual Funds | 1-5 | 5-10 | 10-15 | Over15 |
| 2. Real Estate | 1-5 | 5-10 | 10-15 | Over15 |
| 3. LPs, LLCs / Hedge Funds | 1-5 | 5-10 | 10-15 | Over15 |
| 4. Options / Futures / Commodities | 1-5 | 5-10 | 10-15 | Over15 |

F. SUBSCRIPTION
AGREEMENT

The undersigned subscriber ("Purchaser") has received and carefully read the Adamas Capital Fund, L.P. Private Placement Memorandum and all exhibits thereto (collectively, the "Disclosure Materials"), which describes the terms and conditions by which an investor may purchase a limited partnership interest (the "LP Interest") in Adamas Capital Fund, L.P., an Illinois limited partnership (the "Fund") as determined in accordance with the Fund's Amended and Restated Partnership Agreement (the "Partnership Agreement"). Capitalized terms not defined in this subscription agreement (the "Subscription Agreement") have the meaning stated under the Partnership Agreement.

1. Subscription. Subject to the terms and conditions of this Subscription Agreement, Purchaser hereby irrevocably subscribes for and agrees to purchase the LP Interest for the Commitment set forth in the signature page to this Subscription Agreement. If the Fund accepts this subscription, Purchaser shall be obligated to make the Capital Contributions to the Fund in accordance with the terms of the Partnership Agreement. Purchaser agrees that this subscription is irrevocable.

Purchaser understands that the LP Interest offered by the Fund will not be registered under the Securities Act of 1933, as amended (the "1933 Act"), or any state blue sky law. Purchaser also understands that in order to assure that the offering (the "Offering") of the LP Interest will be exempt from registration under the 1933 Act and the applicable state securities law, Purchaser must have such knowledge and experience in financial and business matters in order that Purchaser is able to evaluate the risks and merits of an investment in the LP Interest.

Purchaser understands that the information supplied in this Subscription Agreement, including the Confidential Investor Questionnaire, will be disclosed to no one other than the General Partner and counsel or accountants for the Fund without Purchaser's consent, or unless it is necessary for the Fund to use such information to support the exemption from registration under the 1933 Act or state securities laws which it claims for the Offering or if the contents herein are relevant to any issue in any action or proceeding to which either the Fund or the General Partner is a party or by which either is bound.
2. Acceptance of Subscription. Purchaser acknowledges that the Fund has the right to accept or reject this subscription, in whole or in part, for any reason, and that this subscription shall be deemed to be accepted by the Fund only when it is signed on its behalf. The Subscription Agreement either will be accepted or rejected, in whole or in part, as promptly as practical after receipt. Purchaser agrees that subscriptions need not be accepted in the order they are received by the Fund.
3. Representations, Warranties and Covenants of Purchaser. Purchaser hereby represents and warrants to and covenants with the Fund as follows:
 - a. Purchaser is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the 1933 Act (see the Confidential Investor Questionnaire attached hereto and "Admission Standards" in the Disclosure Materials for the definition of "accredited investor"), and that the information provided by Purchaser herein is complete, accurate and true in all respects;
 - b. Purchaser has received the Disclosure Materials and is familiar with the terms of the Offering, has relied solely upon the Disclosure Materials and investigations made by or on behalf of Purchaser or Purchaser's representative in evaluating the suitability of an investment in the LP Interest and recognizes that an investment in the LP Interest involves a high degree of risk, including those set forth under "Certain Risk Factors" and "Potential Conflicts of Interest" in the Disclosure Materials, and such risk factors were carefully considered before any decision was made to subscribe for the purchase of the LP Interest;
 - c. Purchaser has been advised that (i) there will be no public trading market for the LP Interest, and (ii) it may not be possible to readily liquidate the LP Interest;
 - d. Purchaser's overall commitment to investments which are not readily marketable is not disproportionate to Purchaser's net worth; Purchaser's investment in the LP Interest will not cause such overall commitment to become excessive; and Purchaser can afford to bear the economic risks of an investment in the LP Interest, including, without limiting the generality of the foregoing, the risk of losing part or all of Purchaser's investment in the LP Interest, and the probable inability to sell or transfer the LP Interest for the term of the Fund;
 - e. Purchaser has adequate means of providing for Purchaser's current needs and personal contingencies and has no need for liquidity in Purchaser's investment in the LP Interest;
 - f. Purchaser satisfies any special suitability or other applicable requirements of Purchaser's state of residence and/or

the state in which the transaction by which the LP Interest are purchased occurs;

- g. Purchaser has such knowledge and experience in financial and business matters in general, and investments in particular, that Purchaser is capable of evaluating the merits and risks of the LP Interest, or Purchaser has employed the services of an investment advisor, attorney or accountant to read all of the documents furnished or made available by the Fund both to Purchaser and all other prospective investors in the LP Interest and to evaluate the merits and risks of the LP Interest on Purchaser's behalf;
- h. Purchaser confirms that the Fund has made available to Purchaser the opportunity to ask questions of, and receive answers from, the Fund, the General Partner and their respective officers concerning the Fund and the activities of the Fund as described in the Disclosure Materials, and otherwise to obtain any additional information, to the extent that the Fund, the General Partner or their respective officers possess such information or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the Disclosure Materials;
- i. The Fund has disclosed to Purchaser that:
 - i. the LP Interests have not been registered under the 1933 Act and the LP Interests must be held indefinitely unless a transfer of the LP Interest is subsequently registered under the 1933 Act or the Fund receives an opinion that an exemption from such registration is available;
 - ii. this Offering has not been registered with, or reviewed by, the United States Securities and Exchange Commission (the "SEC") because this offering is intended to be exempted from such registration as a non-public offering pursuant to Section 4(2) of the 1933 Act and Rule 506 of Regulation D promulgated thereunder, which exemption depends, in part, upon Purchaser's investment intention. Purchaser understands that it is the position of the SEC that the statutory basis for such exemption would not be present if Purchaser's representation merely meant that Purchaser's present intention was to hold such LP Interest for a short period, such as the capital gains period of tax statutes, for a deferred sale or for any other fixed period. Purchaser realizes that the SEC might regard a purchase with an intent inconsistent with Purchaser's representation to the Fund, and a sale or disposition thereof, as a deferred sale for which the exemption is not available;
 - iii. the LP Interest that Purchaser is acquiring constitute "restricted securities" as that term is defined in Rule 144 promulgated under the 1933 Act and may not be sold or transferred by Purchaser unless the General Partner consents, and such sale or transfer is registered under the 1933 Act or is exempt from such registration; and even then will not be available unless (i) a public trading market then exists for the LP Interest of the Fund, (ii) adequate information concerning the Fund is then available to the public, and (iii) other terms and conditions of Rule 144 are complied with; and that any sale of the LP Interest may be made by Purchaser only in accordance with such terms and conditions; and
- j. Purchaser represents that Purchaser intends to acquire the LP Interest solely for Purchaser's own account, for investment purposes only and not with a view for distribution or resale to others; Purchaser agrees that Purchaser will not sell or otherwise transfer the LP Interests unless they are registered under the 1933 Act or unless in the opinion of counsel satisfactory to the Fund an exemption from such registration is available; Purchaser understands that the LP Interests have not been registered under the 1933 Act by reason of a claimed exemption under the provisions of the 1933 Act;
- k. Purchaser understands that no securities administrator of any state has made any finding or determination relating to the fairness of this investment and that no securities administrator of any state has recommended or endorsed, or will recommend or endorse, the Offering;
- l. The execution, delivery and performance by Purchaser of the Subscription Agreement are within the powers of Purchaser, have been duly authorized and will not constitute or result in a breach or default under, or conflict with, any order, ruling or regulation of any court or other tribunal or of any governmental commission or agency, or any agreement or other undertaking, to which Purchaser is a party or by which Purchaser is bound; and, if Purchaser is not an individual, will not violate any provision of the charter documents, bylaws, indenture of trust or partnership agreement, as applicable, of Purchaser. The signatures on the Subscription Agreement are genuine; and the signatory, if Purchaser is an individual, has legal competence and capacity to execute the same, or, if Purchaser is

not an individual, the signatory has been duly authorized to execute the same; and the Subscription Agreement constitutes the legal, valid and binding obligations of Purchaser, enforceable in accordance with its terms;

- m. Purchaser acknowledges that no general solicitation or general advertising (including communications published in any newspaper, magazine or other broadcast) has been received by Purchaser and that no public solicitation or advertisement with respect to the offering of the LP Interest has been made to Purchaser, and that the offer to sell the LP Interest was directly communicated to Purchaser by the Fund;
- n. Purchaser has relied solely upon the advice of Purchaser's own tax and legal advisors with respect to the tax and other legal aspects of this investment, and no oral or written representations have been made to Purchaser by the Fund;
- o. The information contained in this Subscription Agreement is accurate, true, and complete. It is further agreed that the Fund reserves the unrestricted right to reject or limit any subscription and to terminate the Offering at any time. The Fund is authorized to rely on all of the representations and warranties made by Purchaser in this Subscription Agreement; and
- p. Purchaser is not a person or entity designated under Section 411 of the USA Patriot Act of 2001 (8 U.S.C. § 1182), and does not engage in any dealings or transactions, and is not otherwise associated, with any such persons or entities.

The foregoing representations and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of delivery of this Subscription Agreement and accompanying documents to the Fund and shall survive such delivery. If, in any respect, those representations and warranties shall not be true and accurate prior to any Capital Contribution, Purchaser shall immediately give written notice to the Fund specifying which representations and warranties are not true and accurate and the reason therefore.

- 4. Indemnification. Purchaser acknowledges that Purchaser understands the meaning and legal consequences of the representations, warranties and covenants in paragraph 3 hereof and understands that the Fund has relied upon such representations, warranties and covenants, in connection with any sale of LP Interests pursuant thereto and Purchaser hereby agrees to indemnify and hold harmless the Fund, the General Partner and their officers, committee members, managers, controlling persons, agents and employees, from and against any and all losses, damages or liabilities due to or arising out of a breach of any representation, warranty or covenant made by Purchaser herein. Notwithstanding the foregoing, however, no representation, warranty, covenant, acknowledgment or agreement made herein by Purchaser shall in any manner be deemed to constitute a waiver of any rights granted to Purchaser under federal or state securities laws. All representations, warranties and covenants contained in this Subscription Agreement and the indemnification contained in this paragraph 4 shall survive the acceptance of this subscription.
- 5. Restrictions on Transfer. Purchaser understands and agrees that pursuant to Section 4(2) of the 1933 Act and Rule 506 of Regulation D promulgated thereunder, the LP Interests may not be sold, pledged, hypothecated or otherwise transferred unless they are registered under the 1933 Act and applicable state securities laws or are exempt therefrom. Purchaser understands and agrees that the LP Interest also may not be transferred or assigned except in accordance with the Partnership Agreement.
- 6. Financial Information. Purchaser previously or simultaneously herewith has furnished a completed and executed Confidential Investor Questionnaire which is attached hereto, the information in which is true, accurate, complete and correct in all respects and which is hereby incorporated by reference herein.
- 7. Modification. Neither this Subscription Agreement nor any provision hereof shall be waived, modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, modification, change, discharge or termination is sought.
- 8. Notices. All notices, requests consents and other communications hereunder shall be in writing and shall be deemed to have been duly made when delivered, or mailed by overnight courier, or registered or certified mail, return receipt requested:
 - a. If to Purchaser, to the address set forth on the signature page of this Subscription Agreement; or;
 - b. If to the Fund, to the address set forth on the first page of this Subscription Agreement, or at such other address as Purchaser or the Fund may hereafter have advised the other.
- 9. Binding Effect. Except as otherwise provided herein, this Subscription Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and assigns. If Purchaser is more

than one person, the obligation of such Purchaser shall be joint and several and the agreements, representations, warranties, covenants and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his heirs, executors, administrators, successors, legal representatives and assigns.

10. Entire Agreement. This Subscription Agreement contains the entire agreement of the parties with respect to the matters set forth herein and there are no representations, covenants or other agreements except as stated or referred to herein.
11. Assignability. This Subscription Agreement is not transferable or assignable by Purchaser or any successor thereto.
12. Applicable Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to the principles thereof relating to the conflict of laws.
13. Power of Attorney. Purchaser irrevocably constitutes and appoints the General Partner as its true and lawful attorney-in-act in its name, place, and stead, with full power of substitution (a) to receive and pay into the Fund's assets on behalf of the Purchaser all Capital Contributions paid to the Fund; (b) to complete and/or correct, on behalf of the Purchaser, all documents to be executed by the Purchaser in connection with the Purchaser's subscription(s), including filling in or amending amounts, dates and other pertinent information; and (c) as applicable, to make, execute, acknowledge, adopt, verify, deliver, file, swear to, sign and record (i) any counterparts of the Partnership Agreement, (ii) any amendments to the Partnership Agreement; (iii) any agreements or other documents relating to the obligations of the Fund, in each of (ii) and (iii), as set forth in the Partnership Agreement; (iv) all certificates of limited partnership or qualification required by law and all amendments to any such certificate; (v) all certificates and other instruments necessary to establish or continue the qualification, or any exemption from qualification, of the Fund to do business in the jurisdictions where applicable; (vi) all assignments, conveyances, or other instruments or documents necessary to effect the dissolution of the Fund; and (vii) all other filings with agencies and authorities of the U.S. federal government, of any U.S. state or local government, or of any other jurisdiction, in each case that the General Partner considers necessary or desirable to carry out the purposes of this Subscription Agreement, the Partnership Agreement and/or the business and affairs of the Fund. It is expressly intended that this power of attorney shall be deemed coupled with an interest, shall be irrevocable, and shall survive and shall not be affected by the subsequent death, disability or incapacity of the Purchaser (or if the Purchaser is an entity, by the bankruptcy, insolvency, dissolution or termination of the Purchaser) or by the assignment, pledge or other disposition (if any) of the Purchaser's LP Interest. For the avoidance of doubt, this power of attorney may be exercised by the General Partner or, pursuant to a delegation by the General Partner, by any person on behalf of the General Partner.

G. MISCELLANEOUS

1. The person signing this Confidential Investor Questionnaire on behalf of the undersigned is duly authorized to sign and enter into this Confidential Investor Questionnaire on behalf of the undersigned.
2. ~~Neither this Confidential Investor Questionnaire nor any term hereof may be changed, waived, discharged or terminated orally but only with~~
3. This Confidential Investor Questionnaire shall be construed in accordance with and governed by the laws of the State of Michigan.
4. This Confidential Investor Questionnaire may be executed in any number of counterparts, each of which shall be an original but all of which taken together shall constitute one agreement.
5. The headings in this Confidential Investor Questionnaire are for convenience of reference, and shall not by themselves determine the meaning of this Confidential Investor Questionnaire or of any part thereof.
6. The undersigned makes the following exceptions to any of the foregoing representations contained in this Confidential Investor Questionnaire:

The foregoing representations are true and accurate as of the date hereof and shall be true and accurate as of the date of the closing. If in any respect such representations shall not be true and accurate prior to the closing, the undersigned shall give immediate notice of such fact to Microcap Opportunity Fund Management, LLC, the General Partner of the Fund.

**AUTHORIZED
SIGNATURES**

BY SIGNING BELOW, THE UNDERSIGNED HEREBY ADOPTS THE SVMI OPPORTUNITY FUND, L.P. PARTNERSHIP AGREEMENT AS A LIMITED PARTNER OF THE FUND AND HEREBY APPOINTS THE GENERAL PARTNER, WITH FULL POWER OF SUBSTITUTION, ITS ATTORNEY-IN-FACT TO EXECUTE THE PARTNERSHIP AGREEMENT ON ITS BEHALF. SUCH POWER OF ATTORNEY IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE. IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS SUBSCRIPTION AGREEMENT AND CONFIDENTIAL INVESTOR QUESTIONNAIRE AS OF:

Date:

INDIVIDUAL INVESTOR

Name of Purchaser: Signature:

Name of Co-Purchaser: Signature:
(If funds are in joint name or are community property)

ENTITY / TRUST INVESTOR

Name of Purchaser: Signature:

Authorized Representative: Signature:

Additional parties, please provide specific instructions and complete contact information. Please note that if any information is requested to be delivered to a party other than the Limited Partner, the General Partner will retain sole and absolute discretion over whether such additional party may receive the information, and such additional party may be required to execute a nondisclosure agreement in connection therewith. The following people should receive copies of correspondence related to this investment.

Person or Institution:

Title or Department: Relationship to Subscriber:

Address:

City: State: Zip Code:

Email:

Phone: Fax:

Person or Institution:

Title or Department: Relationship to Subscriber:

Address:

City: State: Zip Code:

Email:

Amount of Capital Commitment:

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