

EXHIBIT B

Date in Fund _____

Account Name _____

THE LIMITED LIABILITY COMPANY MEMBERSHIP INTEREST UNITS REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). SUCH INTERESTS MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED TO ANY PERSON AT ANY TIME IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT COVERING SUCH UNITS UNDER THE ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE MANAGER OF THE COMPANY TO THE EFFECT THAT SUCH REGISTRATION IS NOT REQUIRED. IN ADDITION, IN NO EVENT MAY UNITS BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED TO ANY PERSON WHO IS NOT A RESIDENT OF CALIFORNIA FOR A PERIOD OF NINE MONTHS FROM THE DATE OF THE LAST SALE THEREOF BY THE COMPANY.

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED BY THE COMMISSIONER'S RULES.

SUBSCRIPTION AGREEMENT AND POWER OF ATTORNEY

**OLYMPIA MORTGAGE FUND, LLC
a California Limited Liability Company**

The undersigned hereby applies to become a member in Olympia Mortgage Fund, LLC, a California limited liability company, having its principal place of business at 1740 E. Main St., Suite 102, Grass Valley, California 95945 (the "**Company**"), and subscribes to purchase the number of Units herein indicated in accordance with the terms and conditions of the Operating Agreement, as amended, attached as Exhibit A to the Offering Circular dated October 21, 2009 as supplemented from time to time (the "**Offering Circular**").

1. **REPRESENTATIONS AND WARRANTIES.** The undersigned represents and warrants as follows:

(a) I have received, read and fully understood the Offering Circular and in making this investment I am relying only on the information provided in the Offering Circular. I have not relied on any statements or representations inconsistent with those contained in the Offering Circular.

(b) I understand that the Units are being offered and sold without registration under the Securities Act of 1933, as amended in reliance upon the exemption from such registration requirements for intrastate offerings. I acknowledge and understand that the

availability of this exemption depends in part upon the accuracy of the representations and warranties contained herein, which I hereby make with the intent that they may be relied upon by the Manager. I understand that the Company has obtained a permit from the California Department of Corporations to offer and sell the Units in California but has not registered or qualified the Units for offer or sale under the securities laws of any other state. This Subscription Agreement is made pursuant to, and is subject to, the terms and conditions of the qualification approved by the Commissioner of Corporations of the State of California for the Company.

(c) My principal residence is in the State of California. Except as hereafter provided, if I am acting as the trustee of a trust or on behalf of any other business entity, both the principal office and the principal place of business of such trust or other entity are located in the State of California. If I am acting as the trustee or custodian of a Keogh plan, Individual Retirement Account or other retirement plan and I am not a resident of California, then all of the following requirements are satisfied: (i) all participants or beneficiaries of such retirement plan have their principal residence in California; (ii) all investment decisions regarding such plan are made by such resident participants and/or beneficiaries; and (iii) I perform only ministerial functions with respect to the investment of plan assets, with no independent authority or discretion to make investment decisions.

(d) I understand that Units may not be sold or otherwise disposed of without the prior written consent of the Manager, which consent may be granted or withheld in their sole discretion, and that any such transfer is also subject to the prior written consent of the California Commissioner of Corporations and to numerous other restrictions described in the Offering Circular and in the Operating Agreement. I have liquid assets sufficient to assure myself (i) that investment in these Units will not cause me undue financial difficulties and (ii) that I can provide for my current needs and possible personal contingencies or, if I am the trustee of a retirement trust, that the limited liquidity of the Units will not cause difficulty in meeting the trust's obligations to make distributions to plan participants in a timely manner.

(e) I understand that an investment in the Units involves certain risks.

(f) I am 18 years of age or older.

(g) By virtue of my own investment acumen and experience or financial advice from my independent advisors (other than a person receiving commissions by reason of my purchase of Units), I am capable of evaluating the risks and merits of an investment in the Units.

(h) I satisfy one of the following financial suitability standards:

(i) I have a net worth (exclusive of home, furnishings and automobiles) of \$250,000 plus an annual gross income of \$65,000;
or

(ii) I have a net worth (exclusive of home, furnishings and automobiles) of \$500,000; or

(iii) I am a trustee or other fiduciary of a fiduciary account such as a pension or profit-sharing plan, Individual Retirement Account, or 401(k) plan (an “ERISA Plan”), and the requirements of (i) or (ii) are met by the ERISA Plan itself or, if the investment is being made on behalf of a plan participant who has the power to direct the investment on his or her behalf, by the plan participant for whose account the investment is being made; or

(iv) I am a trustee or other fiduciary of a fiduciary account other than an ERISA Plan (such as a family trust or a custodial account for the benefit of a minor) (“Fiduciary Account”), and the requirements of (i) or (ii) are met by any of the following: (i) by the Fiduciary Account itself; (ii) by the trustee or custodian if that person is the donor of the funds for investment; or (iii) by the donor of the funds for investment if the only beneficiaries of the Fiduciary Account are the donor’s ancestors, descendants or spouse.

(i) I am required to satisfy one of the following additional requirements:

(i) the amount of my investment in the Units as set forth in this Agreement does not exceed ten percent (10%) of my net worth (exclusive of my home, furnishings and automobile); or

(ii) if I am a trustee or fiduciary of an ERISA Plan, the amount of the investment in Units does not exceed ten percent (10%) of the net worth of such ERISA Plan or, if the investment is being made on behalf of a plan participant who has the power to direct the investment on his or her behalf, ten percent (10%) of the net worth of the plan participant for whose account the investment is being made; or

(iii) if I am a trustee of a Fiduciary Account, the amount of the investment in Units does not exceed ten percent (10%) of the net worth of any of the following: (i) the fiduciary account itself; (ii) the trustee or custodian if that person is the donor of the funds for investment; or (iii) the donor of the funds for investment if the only beneficiaries of the fiduciary account are the donor’s ancestors, descendants or spouse.

(j) I am purchasing the Units solely for my own account, and not with a view to or for a sale in connection with any distribution of the Units.

2. **POWER OF ATTORNEY.** The undersigned hereby irrevocably constitutes and appoints the Manager as his, her or its true and lawful attorney-in-fact, with full power of substitution and with full power and authority for him, her or it and in his, her or its name, place and stead, to execute, acknowledge, publish and file:

(a) The Operating Agreement, the Articles of Organization of the Company and any amendments thereto or cancellations thereof required under the laws of the State of California;

(b) Any other certificates, instruments and documents as may be required by, or may be appropriate under, the laws of any state or other jurisdiction in which the Company is doing or intends to do business; and

(c) Any documents which may be required to effect the continuation of the Company, the admission of an additional or substituted Member, or the dissolution and termination of the Company.

The power of attorney granted above is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death of a Member or the delivery of an assignment of Units by a Member; provided, that where the assignee thereof has been approved by the Manager for admission to the Company as a substituted Member, such power of attorney shall survive the delivery of such assignment for the sole purpose of enabling the Manager to execute, acknowledge, file and record any instrument necessary to effect such substitution.

3. **ACCEPTANCE.** This Subscription Agreement will be accepted or rejected by the Manager within thirty (30) days of its receipt by the Company. Upon acceptance, this subscription will become irrevocable, and will obligate the undersigned to purchase the number of Units indicated below, for the purchase price of \$1,000 per Unit. The Manager will return a countersigned copy of this Subscription Agreement to accepted subscribers, which copy (together with my canceled check) will be evidence of my purchase of Units.

4. **PAYMENT OF SUBSCRIPTION PRICE.** The full purchase price for Units is \$1,000 per Unit, payable in cash concurrently with delivery of this Subscription Agreement. I understand that my subscription funds will, in the Manager's sole discretion, either be held by the Manager in a non-interest bearing segregated subscription account at a financial institution selected by the Manager, or the checks will be held by the Manager, until my funds are needed by the Company to fund a mortgage loan, and only then will I actually be admitted to the Company. In the interim, my subscription funds will not earn interest in the subscription account.

5. **UNDERSTANDING OF LEGAL CONSEQUENCES.** The undersigned acknowledges that it understands the meaning and legal consequences of the representations and warranties made by the undersigned herein, and that the Manager is relying on such representations and warranties in making his determination to accept or reject this subscription.

**PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY AND INITIAL
WHERE INDICATED AFTER HAVING DONE SO**

The undersigned agrees to indemnify and hold Olympia Mortgage Fund, LLC and its Manager, Members and other agents and employees harmless from and against any and all claims, demands, liabilities, and damages (including, without limitation, all attorneys' fees which shall be paid as incurred) which any of them may incur, in any manner or to any person, by reason of the falsity, incompleteness or misrepresentation of any information furnished by the undersigned herein or in any document submitted herewith.

The effect of the foregoing paragraph is that the undersigned will be financially responsible for all losses, damages, expenses and liabilities incurred by the Company and/or its Manager as a result of a breach of any of the representations and warranties made by the undersigned.

THE UNDERSIGNED HAS READ CAREFULLY AND UNDERSTANDS THE FOREGOING INDEMNIFICATION PROVISIONS AND ITS EFFECT.

(INITIAL)

(INITIAL)

6. INVESTOR INFORMATION. (Please print or type)

A. Name and Address of Investor or Beneficial Owner:

_____, California 9_____

City Zip Code

() _____ () _____

Telephone (Home) Telephone (Office)

Title Held As:

Contact Individuals (include address and phone): _____

Note: For accounts held in a Trust, please supply a Certificate of Trust signed by the trustee.

B. **Investor Suitability.** Please answer “yes” or “no” to the following questions:

My net worth (excluding home, furnishings and automobile) exceeds \$500,000.
(Initial box) (Initial box)
yes no

My net worth (as defined above) exceeds \$250,000 and my annual income exceeds \$65,000 per year.
(Initial box) (Initial box)
yes no

I am a trustee or other fiduciary of a fiduciary account such as a pension or profit-sharing plan, Individual Retirement Account, or 401(k) plan (an “ERISA Plan”), and the requirements above are met by the ERISA Plan itself or, if the investment is being made on behalf of a plan participant who has the power to direct the investment on his or her behalf, by the plan participant for whose account the investment is being made.
(Initial box) (Initial box)
yes no

I am a trustee or other fiduciary of a fiduciary account other than an ERISA Plan (such as a family trust or a custodial account for the benefit of a minor) (“Fiduciary Account”), and the requirements above are met by any of the following: (i) by the Fiduciary Account itself; (ii) by the trustee or custodian if that person is the donor of the funds for investment; or (iii) by the donor of the funds for investment if the only beneficiaries of the Fiduciary Account are the donor’s ancestors, descendants or spouse.
(Initial box) (Initial box)
yes no

C. **Investment Restrictions.** Please answer “yes” or “no” to the following questions:

The amount of any investment in the Company is ten percent (10%) or less of my net worth (exclusive of my home, furnishings and automobile).
 (Initial box) (Initial box)
 yes no

If I am a trustee or fiduciary of an ERISA Plan, the amount of the investment in Units does not exceed ten percent (10%) of the net worth of such ERISA Plan or, if the investment is being made on behalf of a plan participant who has the power to direct the investment on his or her behalf, ten percent (10%) of the net worth of the plan participant for whose account the investment is being made.
 (Initial box) (Initial box) (Initial box)
 yes no n /a

If I am a trustee of a Fiduciary Account, the amount of the investment in Units does not exceed ten percent (10%) of the net worth of any of the following: (i) the fiduciary account itself; (ii) the trustee or custodian if that person is the donor of the funds for investment; or (iii) the donor of the funds for investment if the only beneficiaries of the fiduciary account are the donor’s ancestors, descendants or spouse.
 (Initial box) (Initial box) (Initial box)
 yes no n /a

Please complete the following, as applicable. (Investments by more than one of the following entities, even if related to each other or controlled by the same person, require completion of separate Subscription Agreement.)

Choose One

Payments Made Payable To:

Monthly Income to Be:^[1]

A. Individual

Bank: _____
Name: _____
Address: _____

Account No. _____

Compounded _____ Distributed _____
Social Security No. _____

B. Individual Retirement Account (“IRA”)

Trustee: _____
Name: _____
Address: _____

Account No. _____

Compounded _____ Distributed _____
Tax. Identification No. _____
Social Security No. _____

C. Pension or Profit Sharing Trust (ERISA Plan”):

Bank: _____
Trustee: _____
Address: _____

Account No. _____

Compounded _____ Distributed _____
Tax. Identification No. _____

D. Corporation, Trust or Other:

Bank: _____
Trustee: _____
Address: _____

Account No. _____

Compounded _____ Distributed _____
Tax. Identification No. _____
Social Security No. _____

^[1] The election whether to allow earnings to compound, is revocable only upon sixty (60) days written notice to the Manager. In addition, an election to receive cash distributions may only be switched to an election to compound upon sixty (60) days written notice to the Manager and only if there is then in effect a permit issued by the California Commissioner of Corporations qualifying the offering. The Manager, however, reserves the right to immediately commence

making cash distributions to previously compounding investors to ensure that the Company remains exempt from the application of the Plan Asset Regulations. Investors have the right to withdraw from the Company, subject to certain limitations. (See discussion in Offering Circular under “ERISA Considerations,” “Summary of Operating Agreement” and “Withdrawal from Company.”)

Number of Units to be Purchased (initial minimum of 25): _____

Total Purchase Price (\$1,000 per Unit; \$25,000 initial minimum): \$_____

Make check payable to “Olympia Mortgage Fund, LLC” and return with this Subscription Agreement to 1740 E. Main St., Suite 102, Grass Valley, California 95945.

IN WITNESS WHEREOF, the undersigned hereby agrees to become a Member in Olympia Mortgage Fund, LLC upon the terms and conditions set forth in the Operating Agreement.

Dated: _____, 20__

(signature of Investor or Beneficial Owner)

(signature of Trustee, if any)

(signature of Investor or Beneficial Owner)

(signature of Trustee, if any)

[IF IRA OR ERISA PLAN, THEN BOTH TRUSTEE AND BENEFICIAL OWNER(S) MUST SIGN.]

ACCEPTANCE

The foregoing Subscription Agreement is hereby accepted by Olympia Mortgage Fund, LLC.

Dated: _____, 20__

Olympia Mortgage Fund, LLC,
a California limited liability company

By: _____

Its: _____