

**AL-CORN MEMBER
AGREEMENT TO OFFER TO PURCHASE SHARES**

1. **Agreement to Submit Offer to Purchase Shares.** The undersigned member ("Member") of Al-Corn Clean Fuel ("Al-Corn") by entering this Agreement is exercising Member's right of first privilege to purchase another member's shares. This is a binding offer to purchase the number of shares of Al-Corn at or above the Minimum Price stated by a selling member. Member may only submit offers for increments of 1,000 shares or all of the shares being offered for sale by a member. This Agreement is with Al-Corn only for the purpose of Al-Corn submitting Members Maximum Offer Price on behalf of Member. Al-Corn is not liable to Member and Member agrees to hold Al-Corn harmless from any liability relating to this Agreement.

2. **Offer Price.** Member may make a binding offer of a fixed amount (in increments of \$0.05) per share, representing the maximum amount ("Maximum Offer Price") Member is willing to pay. If more than one member desires to purchase a lot of shares, the member with the highest Maximum Offer Price will purchase shares at \$0.05 higher than the next highest Maximum Offer Price. Members will not have the opportunity to change their Maximum Offer Price once submitted.

For example, if two members desire to purchase a particular lot of shares, and Member A designates a Maximum Offer Price of \$1.50 per share, and Member B designates a Maximum Offer Price of \$2.00 per share, Member B will purchase the shares for \$1.55 per share, or \$0.05 above the next highest Maximum Offer Price (\$1.50 per share offered by Member A). This transaction would be enacted at the price of \$1.55 per share, provided that price is above the Minimum Price stated by the selling member.

Members may designate more than one lot of shares to which they desire their Maximum Offered Price be applied. In the situation where a Member designates multiple lots of shares to apply Member's Maximum Offer Price, the Maximum Offer Price will participate in bidding for each lot of shares individually until the Member's desired number of shares have been purchased, or other bids exceed the Member's stated Maximum Offer Price. All offers will expire upon completion of the Offering Period as described below.

In the event of identical, winning Maximum Offer Prices for a lot of shares, Al-Corn will contact the tied bidding members and allow them to raise their bid until one member has the highest Maximum Offer Price. Member's original Maximum Offer Price will be used for subsequent share lots, the new, higher Maximum Offer Price will only be applied to lots with tied winning bids.

3. **Offering Period.** The offering period ("Offering Period") for Member to exercise the right of first privilege to purchase shares is from notification of shares offered for sale (approximately the first day of the second month of a business quarter), until the 5th business day prior to the end of the second month of a business quarter. An executed Agreement to purchase shares accepted during business hours of Al-Corn within the Offering Period will be applied to shares offered for sale during that Offering Period. Bidding (matching of bids to offers) will take place on the first business day following the close of the Offering Period.

4. **Approval of Purchase.** Purchase of shares is not final until approved by the Board of Directors which will meet to consider share transfer approvals in the last calendar month of the business quarter (March, June, September and December). If approved, transfers and obligations regarding corn delivery are effective the first day of the AI-Corn business quarter following the Offering Period (April 1st, July 1st, October 1st, January 1st).

5. **Effective Time.** This Agreement is effective upon acceptance by AI-Corn. After the effective time, AI-Corn may enforce this Agreement itself or on behalf of any member selling shares.

6. **Requirements.** All bidders by signing below indicate they are aware that purchasing shares in AI-Corn Clean Fuel is not speculative or passive in nature. AI-Corn is a value-added enterprise and membership comes with responsibilities. Bidders must:

- Sign and abide by the Uniform Corn Marketing and Delivery Agreement if successful
- Sign and abide by the AI-Corn Member Code of Conduct if successful
- Understand that outside investment is a key growth strategy for AI-Corn and its members
- Understand that all share purchases must be approved by the Board of Directors

Member:

Print Name

I hereby agree to make a binding offer to purchase shares pursuant to this Agreement.

Number of Shares (1,000 increments or all)

Maximum Price (\$/share)

Lot numbers to apply Maximum Price (Enter specific lot numbers or enter "All" to apply to all lots)

Member

Acceptance: AI-Corn Clean Fuel

By: _____
Its: _____
Address: _____

By: _____
Its: _____
Date: _____