

**AL-CORN CLEAN FUEL
MEMBER AGREEMENT TO OFFER TO SELL SHARES**

1. **Agreement to Sell Shares.** The undersigned member ("Member") of Al-Corn Clean Fuel ("Al-Corn"), by entering this Agreement is stating Member's desire to sell the number of shares (in 1,000 share increments or all of Member's shares) held by Member at the price ("Minimum Price") indicated in Member's signature block at the bottom of the page. The other members of Al-Corn have a right of first privilege to purchase Member's shares ("First Right Offer"), and private sales of shares are not allowed. All share sales shall occur through this offer process, and any arrangements between a buyer and a seller that occur without the knowledge of Al-Corn shall have no effect on this process. By entering into this Agreement with Al-Corn, Member is satisfying Member's obligation to all other members of Al-Corn to offer them a right of first privilege to purchase Member's shares.

2. **Acceptance and Communication to Members.** Upon acceptance of this Agreement by Al-Corn by the 5th business day prior to the end of the first month of a business quarter, Al-Corn will forward Member's desired share number and Minimum Price to the other members of Al-Corn. Once notified of share lots for sale, other members may present purchase offers through the 5th business day prior to the end of the second month of a business quarter ("Offering Period"). Member agrees to sell all shares for which other members agree to purchase at the Minimum Price or greater during the Member Offer Period. Within ten (10) business days after the Member Offer Period has been completed, Al-Corn will notify Member of the number of shares sold, the price offered for the shares, and the number of shares, if any, that did not sell.

3. **Transfer of Shares.** For the shares in which other members purchase at or above the Minimum Price, Member hereby appoints Al-Corn as its attorney-in-fact and transfer agent to transfer the shares to the purchaser. Al-Corn has no liability to Member and Member agrees to hold Al-Corn harmless for any liability in relation to this Agreement. The transfer of shares will be effective on the first day of the Al-Corn business quarter after approval by the Board of Directors. All corn deliveries and other obligations attached to shares must be completed or resolved by selling Member prior to transfer of shares.

4. **Effective Time.** This Agreement is effective upon execution by Member and Al-Corn. After the effective time Al-Corn may enforce this Agreement itself or on behalf of the Members with a right of first privilege to purchase Member's shares.

Member:

Print Name

I hereby agree to offer and, if accepted, to sell the shares below at or above the Minimum Price subject to this Agreement.

Number of Shares (1,000 increments or all)

Minimum Price (\$/share)

By: _____

Its: _____

Address: _____

Acceptance: Al-Corn Clean Fuel

Al-Corn Clean Fuel Accepts Member's Minimum Price Offer to be communicated to other members of Al-Corn under this Agreement in accordance with the periods below.

By: _____

Its: _____

Date: _____