

MEMBERS ADMISSION AGREEMENT

This Admission Agreement ("Agreement") is made as of _____, 20____, by and between Wind River Biomass Utility, LLC, a Washington limited liability company (the Company), and _____ (the Purchaser). Certain capitalized terms used herein and not defined in this Agreement shall have the meanings ascribed to them in the Operating Agreement of the Company, by and among the Company and the members identified therein, as amended from time to time (the "Operating Agreement").

1. Contribution; Issuance of Membership Interests.

(a) Purchaser Initial Contribution. Upon the terms and conditions set forth in this Agreement, as an initial capital contribution, the Purchaser hereby agrees to contribute \$ _____ to the Company, due _____, 20____.

(b) Issuance of Membership Units. In consideration for the Purchasers Initial Contribution and the Purchasers willingness to enter into the Operating Agreement, upon the terms and subject to the conditions set forth in this Agreement, the Company shall issue to the Purchaser, upon receipt of each contribution installment, an amount of Membership Units equal to a ____% Voting Ratio.

2. Representations of the Purchaser. In connection with the Initial Contribution and issuance of the Units, the Purchaser hereby represents and warrants to the Company as follows:

(a) The Purchaser understands that (i) the Units have not been registered under the Securities Act, nor qualified under the securities laws of any other jurisdiction, (ii) the Units cannot be resold unless they are subsequently registered under the Securities Act and qualified under applicable state securities laws, unless the Company determines that exemptions from such registration and qualification requirements are available, and (iii) except as otherwise set forth in the Operating Agreement, the Purchaser has no right to require such registration or qualification;

(b) The Units to be acquired by the Purchaser pursuant to this Agreement will be acquired for such Purchaser's own account and not with a view to, or intention of, distribution thereof in violation of the Securities Act, or any applicable state securities laws, and the Units will not be disposed of in contravention of the Securities Act or any applicable state securities laws;

(c) The Purchaser either (i) has a preexisting personal or business relationship with the Company or its principals or (ii) has substantial knowledge and experience in financial and business

matters, has specific experience making investment decisions of a similar nature, and is capable, without the use of a financial advisor, of utilizing and analyzing the information made available in connection with the acquisition of the Units and of evaluating the merits and risks of an investment in the Units and protecting the Purchasers own interests in connection with this transaction. The Purchaser will provide the Company, upon request, with such information concerning any prior investment experience, business or professional experience and other information as the Company may reasonably request to further evaluate the foregoing representations;

(d) The Purchaser has carefully reviewed and understands the risks of, and other considerations relating to, an investment in the Units;

(e) The Purchaser is able to bear the economic risk of such Purchaser's investment in the Units for an indefinite period of time because the Units have not been registered under the Securities Act and, therefore, cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available and are subject to additional restrictions as provided herein;

(f) The Purchaser has had an opportunity to ask questions and receive answers concerning the terms and conditions of the offering of the Units and has had full access to such other information concerning the Company as the Purchaser has requested. Without limiting the generality of the foregoing, the Purchaser has been provided with copies of the Operating Agreement and has had an opportunity to review and ask questions and receive satisfactory answers concerning the terms and conditions of such Operating Agreement;

(g) The Purchaser is a resident and domiciliary of the state or other jurisdiction hereinafter set forth opposite the Purchasers signature and the Purchaser has no present intention of becoming a resident of any other state or jurisdiction. If the Purchaser is a resident and domiciliary of a state that requires the Company to ascertain certain other information regarding the Purchaser, the Company may attach a page to this Agreement containing additional representations required by such state to be made by the Purchaser in connection with the Purchasers investment in the Units, and by signing this Agreement, the Purchaser shall be deemed to have made such additional representations to the Company; and

(h) The Purchaser has not received and is not relying upon any written literature other than the Operating Agreement, and has not received and is not relying upon any oral representations which are in any manner inconsistent with the written information contained therein.

3. Representations of the Company. In connection with the Initial Contribution and issuance of the Units, the Company hereby represents and warrants to the Purchaser as follows:

(a) Organization, Good Standing and Qualification. The Company is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Washington and has all requisite power and authority to carry on its business as now conducted and as proposed to be conducted. The Company has all requisite power and authority to enter into this Agreement, to issue the Units hereunder and to carry out and perform its obligations under the terms of this Agreement. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure so to qualify would have a material adverse effect on its business, properties, operations, assets, or condition (financially or otherwise), as presently conducted.

(b) Subsidiaries. The Company does not presently own or control, directly or indirectly, any interest in any other corporation, association, or other business entity. The Company is not a participant in any joint venture, partnership or similar arrangement.

(c) Authorization. All action on the part of the Company, its officers, and Members necessary for the authorization, execution and delivery of this Agreement, the performance of all obligations of the Company hereunder and the authorization and issuance of the Units has been taken. Without limiting the generality of the immediately preceding sentence, the execution and delivery of this Agreement, the performance of all obligations of the Company hereunder and the authorization and issuance of the Units have, after full disclosure of the material facts of such transactions, been approved by the Members, who determined, in good faith, that the transactions contemplated by this Agreement are fair, just and reasonable to the Company. This Agreement, when executed and delivered, will constitute, and is, a valid and legally binding obligation of the Company, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors rights; (ii) as limited by general principles of equity that restrict the availability of equitable remedies; and (iii) to the extent that the enforceability of any indemnification provisions, if applicable, of this Agreement may be limited by applicable laws.

(d) Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Agreement. The Company currently holds, or is in the process of applying for and expects to receive, all licenses, permits, franchises, registrations and

qualifications which may be required to conduct its business, and all such licenses, permits, franchises, registrations and qualifications are valid and in full force and effect, except as would not, individually or in the aggregate, have a material adverse effect on the Company's business, properties, operations, assets or condition (financial or otherwise).

(e) Litigation. There is no action, suit, proceeding or investigation pending or currently threatened against the Company that questions the validity of this Agreement or the right of the Company to enter into it, or to consummate the transactions contemplated hereby, or that might result, either individually or in the aggregate, in any material adverse changes in the business, properties, operation, assets, condition or affairs of the Company, financially or otherwise, or any change in the current equity ownership of the Company, nor is the Company aware that there is any basis for the foregoing. There is no action, suit, proceeding or investigation by the Company currently pending or which the Company intends to initiate.

4. Acknowledgments and Agreements.

(a) The Purchaser acknowledges and agrees that: (i) the Company is entering into this Agreement in reliance upon the Purchaser's representations and warranties herein; and (ii) all information which the Purchaser has provided to the Company concerning the Purchaser including, without limitation, the Purchaser's financial position and knowledge of and experience with financial and business matters is correct and complete as of the date of this Agreement, and if there should be any material change in such information prior to the closing of this offering, the Purchaser will immediately provide the Company with such information.

(b) The Company acknowledges and agrees that: (i) the Purchaser is entering into this Agreement in reliance upon the Company's representations and warranties herein; and (ii) all information which the Company has provided to the Purchaser concerning the Company including, without limitation, the Company's financial position, business and other matters is correct and complete as of the date of this Agreement, and if there should be any material change in such information prior to the closing of this offering, the Company will immediately provide the Purchaser with such information.

(c) The Company and the Purchaser acknowledge and agree that this Agreement has been executed and delivered, and the Units have been issued hereunder, in connection with and as a part of the Purchaser's willingness to enter into the Operating Agreement.

5. Agreement to the Operating Agreement. The Purchaser acknowledges and agrees that the

Units are being issued pursuant to, and are subject in all respects to, this Agreement and the Operating Agreement, the terms and conditions of which are incorporated herein as if set forth fully herein. The Purchaser acknowledges and agrees to all the terms and conditions of this Agreement and the Operating Agreement, including the co-sale rights, right of first option, rights of first refusal, restrictions on transfer and any other provisions which may be set forth in the Operating Agreement. The Purchaser is aware that the Purchaser has no right to require registration of the Units and must bear the economic risk of an illiquid investment. The Purchaser is also aware of and familiar with the provisions of the Operating Agreement relating to the management of the Company and the provisions regarding the selection of members as a Managing Members.

6. Transfer Restrictions. The Purchaser shall hold the Units subject to the transfer restrictions contained in Article 10 of the Operating Agreement and the terms of this Agreement.

7. Securities Law Restrictions and Other Restrictions on Transfer of Membership Units.

(a) The Purchaser is advised that federal and state securities laws govern and restrict the Purchaser's right to offer, sell or otherwise dispose of the Units unless the Purchaser's offer, sale or other disposition thereof is registered under the Securities Act and state securities laws, or in the opinion of the Company's counsel, such offer, sale or other disposition is exempt from registration or qualification thereunder. The Purchaser agrees that the Purchaser will not offer, sell or otherwise dispose of the Units in any manner which would: (i) require the Company to file any registration statement with the Securities and Exchange Commission (or any similar filing under state law) or to amend or supplement any such filing or (ii) violate or cause the Company to violate the Securities Act, the rules and regulations promulgated thereunder or any other state or federal law. The certificates for the Units, if any, will bear the legends required by subparagraph (b) below.

(b) The certificate, if any, representing the Units will bear the following legend and such other legends as the Company deems necessary or desirable in connection with the Securities Act or other rules, regulations or laws:

THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. UNITS MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF REGISTRATION UNDER SAID ACT AND THE RULES AND REGULATIONS THEREUNDER AND ALL APPLICABLE STATE SECURITIES OR

ABLUE SKY LAWS OR AN EXEMPTION THEREFROM UNDER SAID ACT AND ALL APPLICABLE STATE SECURITIES OR ABLUE SKY LAWS OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY IS OBTAINED TO THE EFFECT THAT SUCH REGISTRATION IS NOT REQUIRED UNDER SAID ACT AND ALL APPLICABLE STATE SECURITIES OR ABLUE SKY LAWS.

(c) Notwithstanding any other provision contained herein, the Company may refuse to register any transfer of the Units if the registration of such transfer would require the Company to register any other class of membership interest with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (except in connection with an effective registration statement under the Securities Act).

8. Notices. All notices, requests, consents and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given and made and served either by personal delivery to the person for whom it is intended or if deposited, postage prepaid, registered or certified mail, return receipt requested, in the United States mail:

If to the Company:

Wind River Biomass Utility, LLC PO Box 658 Stevenson, WA 98648

If to the Purchaser, addressed to the Purchaser at the address shown in the records of the Company, or at such other address as the Purchaser may specify by written notice to the Company.

9. Miscellaneous.

(a) Upon its acceptance by the Company, this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns and the Purchaser and the Purchaser's respective executors or administrators, personal representatives, heirs, legatees and distributees.

(b) This Agreement shall be governed by and construed in accordance with the local law, and not the law of conflicts, of the State of Washington.

(c) In any conflict between the terms and provisions of this Agreement and the terms and provisions of the Operating Agreement, the terms and provisions of the Operating Agreement shall govern.

(d) No course of dealing or any delay or failure to exercise any right, power or remedy hereunder

on the party of any party hereto shall operate as a waiver of or otherwise prejudice such party's rights, powers or remedies.

(e) This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

(f) Notwithstanding anything in this Agreement, the Company shall not be obligated to issue or sell any Units to any Person if, in the judgment of the Company's counsel, such issuance or sale may violate federal or applicable state securities laws or regulations or may require the Company to register or qualify any such Units under any federal or state securities laws, or require the Company or any of its agents or representatives to register or qualify with any governmental agency or organization, pursuant to such laws or regulations.

11. Certification as to Taxpayer Identification Number and Backup Withholding and Non-Foreign Status-Substitute Form W-9; Social Security or Tax ID Number. Under penalties of perjury, the Purchaser certifies by the Purchaser's signature below that (a) the number shown on this form is the Purchaser's correct taxpayer identification number; and (b) the Purchaser is not subject to backup withholding because (i) the Purchaser is exempt from backup withholding, (ii) the Purchaser has not been notified that the Purchaser is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the Internal Revenue Service has notified the Purchaser that the Purchaser is no longer subject to backup withholding.

IF THE PURCHASER HAS BEEN NOTIFIED BY THE IRS THAT THE PURCHASER IS PRESENTLY SUBJECT TO BACKUP WITHHOLDING, STRIKE OUT THE LANGUAGE UNDER (b) ABOVE BEFORE SIGNING.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

COMPANY:

Wind River Biomass Utility, LLC, a Washington limited liability company

By: _____ Name:

Title: _____

PURCHASER:

____ (Printed name)

____ Social Security or Tax ID #

____ Residence Street Address

____ City and State Zip

____ Residence Telephone

____ Business Name

____ Business Address

____ City and State Zip

____ Business Telephone

Mail Correspondence to: ☐ Residence ☐ Business