

I. FIN LEGAL DISCLAIMER & MEMBERSHIP AGREEMENT

I hereby agree to:

1. Keep confidential all group e-mails, discussions, investing opportunities, and related documents, and share them only with other members of FIN, non-members of FIN agreed to by majority vote of FIN, or with my personal professional advisers as needed to help me make specific investing decisions. However, if a specific investing opportunity is known publicly, or the person or business seeking financing via FIN (the "Submitter") does not request confidentiality, then that investing opportunity and any related non-confidential documents may be shared outside FIN at my personal discretion.
2. In the spirit of an open and transparent network, share investing opportunities equally with all eligible members (unless they have specified that they only wish to invest in certain types of investments) and cooperate honestly and fairly with other members who wish to invest in any investing opportunity that is submitted to the FIN.
3. Inform FIN members as soon as I become aware of any actual or potential conflict of interest.
4. Represent that any views expressed or actions taken by myself are my own and do not reflect the views, actions, or recommendations of the FIN and its members.
5. Absolve the FIN and all of its members of all liability related to any financial activities in which I might be or become involved.
6. Make my investing decisions based solely on my own independent research, and consult with my personal professional advisers if I need legal, financial, tax, or other advice. I hereby acknowledge that the FIN and its members do not offer professional advice of any kind in their capacity as members.
7. Abide by this Membership Agreement and all other established FIN policies and procedures. If I am no longer a member of the FIN, I agree to continue to be bound by all provisions contained herein regarding all FIN business (including, but not limited to, all discussions, investing opportunities, and related documents) that occurred prior to the termination of my membership. If I violate this Membership Agreement or other FIN policies or procedures, I may

be voted out of the FIN by majority vote, in addition to any form of dispute resolution that may occur.

8. I acknowledge, understand, and agree to the terms of the Legal Disclaimer (below).

II. ACTUAL or POTENTIAL CONFLICTS of INTEREST TO BE DISCLOSED TO MEMBERS:

1. Giving legal, financial, or business advice to a Submitter;
2. Receiving compensation or other income from a Submitter;
3. Having any existing or potential investment, loan, or other financial interest in any way related to a Submitter; or
4. Having a member of your immediate family who is a Submitter or who fits any of the preceding categories.

II. LEGAL STRUCTURE: None

IV. MEMBER DISCUSSIONS & DECISIONS:

1. Regular in-person meetings will be held approximately once per quarter.
2. E-mail may be used to discuss most matters, including non-sensitive discussion of investing opportunities. Sub-groups may form to focus on specific topics or investing opportunities, and they must also comply with the Membership Agreement.
3. Discussions about investing opportunities are encouraged, but neither FIN nor any sub-group thereof shall be deemed to approve, disapprove, or otherwise have an opinion about investing opportunities. Any opinions are strictly those of the individual members.

4. Consensus and majority-vote decisions concerning membership, modification of this Membership Agreement, Policies and Procedures document, or any other matter that affects FIN membership as a whole, shall only take effect with 1) a quorum of 50% or more of the membership present at a FIN meeting, or 2) a majority of members sending their affirmative votes to the whole group via e-mail.

V. RECORDING:

FIN will designate one or more record keepers who will maintain an archive that includes:

1. Minutes of all meetings;
2. FIN-related e-mails;
3. Incoming investing opportunities and related documents, signed Submitter agreements, and all other communications related to investing opportunity submissions; and
4. The membership list of names and e-mail addresses, member questionnaires and signed Membership Agreements.

VI. INVESTING OPPORTUNITY SUBMISSIONS:

FIN will designate a contact person to communicate with others on its behalf and assist people with the investing opportunity submission process. Upon completion of the following requirements, the FIN contact person will forward, via e-mail, local (Ferry County) investing opportunity submissions to the members. All Submitters must:

- Provide a business plan or an investing opportunity summary (preferably in electronic format) to the FIN contact person which includes the following:

1. Name(s) and full contact information of the owner(s)/borrower(s)
2. Name and full contact information of the business (if applicable)
3. Description and history of the business or investing opportunity
4. Current financial situation of the business and/or borrower (including recent financial statements and projected income and expenses, if possible and not highly sensitive)

5. Amount and terms requested for loan or investment
6. Intended use of funds sought
7. Other loans or investment funds applied for
8. Name(s) and contact information for professional adviser(s) consulted
9. Names and contact information for at least two local references
10. Investing opportunity submissions should not include tax returns or other sensitive personal or confidential financial information.

- Sign and date an agreement that states:

1. I hereby give FIN permission to circulate my business plan and/or investing opportunity documents among all FIN members;
2. I acknowledge that the confidentiality of submitted documents is not guaranteed, even if requested; and
3. I acknowledge, understand, and agree to the terms of the Legal Disclaimer (below). I hereby release FIN and its members from liability to the fullest extent of the law.

VII. AFTER CIRCULATION OF AN INVESTING OPPORTUNITY:

1. Members may individually make contact with the Submitter to indicate their interest.
2. Members may invest individually or together, as desired, and no member shall be required to make any investment.
3. Investment negotiations, legal structures, and agreements are not the responsibility of FIN, but instead are the collective responsibility of the Submitter and its professional advisers, and the potential investors and their professional advisers.
4. For the purpose of measuring FIN networking effectiveness, members are encouraged, but not required, to notify FIN of any investments made as a result of FIN activities.

VIII. LEGAL DISCLAIMER:

The Ferry County Investment Network (FIN) is a program sponsored by Ferry County Sunrise (FCS). Neither the FIN nor FCS offer legal, investment, or financial advice, nor does the FIN or FCS solicit, offer, or recommend any investment opportunities. FIN provides basic forms for the purpose of providing information about potential investment to eligible investors, but neither the FIN nor FCS represent these forms to be anything more than general identifying information. The actual investment information, documentation, and any other legal and/or regulatory requirements for any particular investment or financing transaction shall be the sole responsibility of the individuals, businesses, or other organizations directly involved, and to any appropriate professionals deemed necessary to effect such transactions. Every state has distinct laws and regulations regarding securities offerings, so the individuals, businesses, or other organizations involved are responsible for ensuring they comply with these and any other applicable laws and regulations. The FIN and FCS do not participate in any negotiations or solicitations for investment transactions, nor do they participate in the investment transactions themselves. FIN exists solely to facilitate contacts between parties who provide local investing and financing opportunities, and eligible parties who may be interested in participation.

The fact that the FIN, as sponsored by FCS, may facilitate submissions and/or distributions of information from individuals, businesses, and other organization should not be construed as any sort of endorsement or approval of such submissions by FIN or FCS or by their members. FIN does not examine or otherwise consider submissions beyond simply receiving them, checking them for basic identifying information, and forwarding them to the FIN members who have been designated by the submitting individuals and/or entities. FIN distributes investing opportunity submissions to its members according to instructions received by the submitting individuals and/or entities, and is made without investor qualification of any kind by FIN itself. Any investor qualification is the sole responsibility of the submitting individuals and/or entities.

FIN activities shall not constitute an offer to sell, or the solicitation of an offer to buy, securities or any other investment or financing opportunity, document, or vehicle.

In making an investment or financing decision, investors or financiers must rely on their own examination of the issuer or maker, and the terms of the offering or other transaction or transaction documentation, including the merits and risks involved.

Prospective investors or financiers should not construe FIN or FCS as providing legal, tax or financial advice. Each prospective investor or financier should consult his or her own professional advisors as to the legal, tax, financial or other matters relevant to the suitability of any investment or financing transaction or transaction documentation for such investor or financier.

If I am/we are completing this form via computer, my/our typed name(s) below shall be considered to have the same legal effect as my/our written signature(s).