

**INSTRUCTIONS TO THE MEMBERSHIP UNIT PURCHASE AND SALE AGREEMENT AND PROXY  
TO TENDER UNITS OF IOWA RENEWABLE ENERGY, LLC  
PURSUANT TO THE OFFER TO PURCHASE FOR CASH DATED DECEMBER 15, 2016**

**By  
WIE-IRE INVESTMENT COMPANY, LLC,  
a wholly owned subsidiary of  
WESTERN IOWA ENERGY, LLC**

<b>THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., CENTRAL STANDARD TIME, ON JANUARY 13, 2017, UNLESS THE OFFER IS EXTENDED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED BY THE BUYER, THE “EXPIRATION TIME”) OR EARLIER TERMINATED.</b>
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**THE FOLLOWING INSTRUCTIONS SHOULD BE READ CAREFULLY BEFORE THE MEMBERSHIP UNIT PURCHASE AND SALE AGREEMENT AND PROXY IS COMPLETED. THESE INSTRUCTIONS FORM a PART OF THE TERMS AND CONDITIONS OF THE OFFER.**

You have received this Membership Unit Purchase and Sale Agreement and Proxy (the “Agreement”) in connection with the offer (the “Offer”) of WIE-IRE Investment Company, LLC, an Iowa limited liability company (“Buyer”) and wholly owned subsidiary of Western Iowa Energy, LLC (“WIE”), to purchase up to 49.0% of the issued and outstanding Class A Units and up to 49.0% of the issued and outstanding Class B Units of Iowa Renewable Energy, LLC (“IRE”), for \$315.00 per Unit, net to the tendering unitholder in cash, without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase for Cash dated December 15, 2016 (as it may be amended or supplemented from time to time, the “Offer to Purchase”) and this Agreement (as it may be amended or supplemented from time to time) (the Agreement, the Offer to Purchase and other related materials, collectively referred to as the “Tender Offer Documents”). You should read the Tender Offer Documents in their entirety, for a complete explanation of Buyer’s Offer.

1. Partial Tenders. If fewer than all the Units represented by any certificate submitted are to be tendered, fill in the number of Units that are to be tendered in the box entitled “Number of Units Tendered” in the table set forth on the signature page to the Agreement. In such case, new certificate(s) representing the remainder of the Units that were represented by the old certificate(s) will be sent to the registered holder(s), as soon as practicable after the Expiration Date. All Units represented by certificate(s) delivered to the Tender Agent will be deemed to have been tendered unless otherwise indicated.
2. Lost, Destroyed or Stolen Certificates. If any certificate(s) representing Units has been lost, destroyed or stolen, the unitholder should complete the Affidavit of Lost Certificate attached as Attachment B to the Agreement.
3. Proxy Cards. The signature(s) on the Proxy Card must correspond with the name(s) as written on the face(s) of the certificate(s) without alteration, or any change whatsoever. If any of the Units tendered hereby are owned of record by two or more joint owners, all such owners must sign the Proxy Card. If any tendered Units are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Proxy Cards as there are different registrations of certificates.
4. Requests for Assistance or Additional Copies. Requests for assistance may be directed to Western Iowa Energy at the address set forth below. Additional copies of the Tender Offer Documents may be obtained from Western Iowa Energy at its address set forth below.
5. Signatures on Agreement, Unit Powers and Endorsements. If the Agreement is signed by the registered holder(s) of the Units tendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face(s) of the certificate(s) without alteration, or any change whatsoever. If any of the Units tendered hereby are owned of record by two or more joint owners, all such owners must sign the Agreement. If any tendered Units are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Agreements and related required documents as there are different registrations of certificates.

If this Agreement is signed by the registered holder(s) of the Units listed and tendered hereby, no endorsements of certificates or separate unit powers are required.

If the Agreement or any certificates or unit powers are signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person

should so indicate when signing, and proper evidence satisfactory to the Buyer of such person's authority so to act must be submitted.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Units tendered hereby, the certificates must be endorsed or accompanied by appropriate unit powers, in either case signed exactly as the name(s) of the registered holder(s) appear on the certificates.

5. Tender of Units. If you desire to tender all or any portion of your Units to the Buyer pursuant to the Offer, you must do one of the following prior to the Expiration Time:
- (a) complete and sign the Agreement, in accordance with the instructions thereto, and mail or deliver the Agreement, and all other required documents, as well as the certificates for your Units, to Christianson PLLP, in its capacity as tender agent for the Offer (the "**Tender Agent**") at the address set forth below;
  - (b) if the certificates representing your Units have been lost, mutilated destroyed or stolen, complete and sign a sign the Agreement in accordance with the instructions set forth herein and deliver the Agreement, together with the required Affidavit of Lost Certificate and all other required documents, to the Tender Agent at the address set forth below; or
  - (b) request that your trust company, individual retirement account ("**IRA**") custodian or other nominee effect the transaction for you.

**The Tender Agent for the Offer is:**

**CHRISTIANSON PLLP  
ATTN: CHRISTINA BOIKE  
302 SW 5TH STREET  
WILLMAR, MN 56201  
FAX: (320) 235-5962  
EMAIL: CBOIKE@CHRISTIANSONCPA.COM**

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY.

6. Withdrawal of Units Tendered. Units tendered pursuant to the Offer may be withdrawn at any time prior to the Expiration Time. After an effective withdrawal you may resubmit to the Tender Agent a completed replacement of this Agreement and any other documents required by the Offer for properly tendering Units prior to the Expiration Time. For a withdrawal of Units to be effective, the Tender Agent must receive from you a written notice of withdrawal at its addresses set forth above and your notice must include your name and the number of Units to be withdrawn, as well as the name of the registered holder(s) thereof, if it is different from that of the person who tendered the Units. After an effective withdrawal, any and all proxy and attorney-in-fact authority granted by the Agreement and related Proxy Card are revoked.

**Questions and requests for assistance regarding the Offer or any of the terms thereof may be directed to Western Iowa Energy:**

**Western Iowa Energy, LLC  
ATTN: Bradley Wilson  
1220 South Center Street, PO Box 399  
Wall Lake, Iowa 51466  
Telephone: (712) 664-2173  
Fax: (712) 664-2183  
Email: [bwilson@wiefuel.com](mailto:bwilson@wiefuel.com)**

**Requests for additional copies of the Tender Offer Documents may be directed to Western Iowa Energy. You may also contact your trust company, IRA custodian or other nominee for assistance.**

**MEMBERSHIP UNIT PURCHASE AND SALE AGREEMENT AND PROXY  
TO TENDER UNITS OF IOWA RENEWABLE ENERGY, LLC  
PURSUANT TO THE OFFER TO PURCHASE FOR CASH DATED DECEMBER 15, 2016**

**By  
WIE-IRE INVESTMENT COMPANY, LLC,  
a wholly owned subsidiary of  
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<b>THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., CENTRAL STANDARD TIME, ON JANUARY 13, 2017, UNLESS THE OFFER IS EXTENDED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED BY THE BUYER, THE “EXPIRATION TIME”) OR EARLIER TERMINATED.</b>
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This **Membership Unit Purchase and Sale Agreement and Proxy** (the “Agreement”) is made and entered into as of the date set forth below, by and between WIE-IRE Investment Company, LLC, an Iowa limited liability company (“Buyer”) and wholly owned subsidiary of Western Iowa Energy, LLC (“WIE”), and the unitholder of Iowa Renewable Energy, LLC (“IRE”) executing this Agreement below (“Seller”). All capitalized terms not defined herein shall have the meaning ascribed to them in the Tender Offer Documents (defined below).

WHEREAS, Seller owns and desires to sell some or all of his/her/its membership interest in IRE which is set forth on the signature page hereto below to his/her/its signature line;

WHEREAS, Buyer and WIE have solicited Seller for the purchase of and sale of the Units pursuant to Buyer’s Offer to Purchase for Cash dated December 15, 2016 (the “Offer to Purchase”), this Agreement, and the other related materials (such related other materials, the Offer to Purchase, and this Agreement, as each may be amended or supplemented from time to time, the “Tender Offer Documents”), copies of which have been provided to Seller;

WHEREAS, Seller desires to sell the Units to Buyer and Buyer desires to purchase the Units upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of and incorporating the foregoing recitals and the mutual promises contained herein, the parties agree as follows.

1. Tender of Units.

a. The Seller tenders to Buyer, the Units described on the signature page hereto, pursuant to Buyer’s offer to purchase up to 49.0% of the issued and outstanding Class A Units and up to 49.0% of the issued and outstanding Class B Units of IRE, for a purchase price of \$315.00 per Unit, net to the Seller in cash, without interest and less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Tender Offer Documents. No alternative, conditional or contingent tenders will be accepted, and no fractional Units will be purchased. By execution of Agreement, Seller waives any right to receive any notice of the acceptance of his/her/its Units for payment.

b. Seller understands and agrees that tenders of Units pursuant to this Agreement will constitute a binding agreement between Seller and Buyer upon the terms and subject to the Offer Conditions of the Offer as set forth in the Offer to Purchase. Seller further acknowledges and agrees that, under certain circumstances set forth in the Offer to Purchase, Buyer may not be required to accept for payment any of the Units tendered hereby. **By signing and submitting this Agreement you warrant that the Units tendered by this Agreement, will not be sold, including through limit order request, unless properly withdrawn from the Offer in accordance with the Tender Offer Documents.**

c. Seller understands and agrees that of fewer than all the Units represented by any certificate submitted are to be tendered, a new certificate(s) representing the remainder of the Units that were represented by the old certificate(s) will be sent to the registered holder(s) as soon as practicable after the Expiration Time. All Units represented by certificate(s) delivered to the Tender Agent will be deemed to have been tendered unless otherwise indicated.

2. Sale and Purchase of Units. Upon the terms and subject to the conditions of the Offer as set forth in the Tender Offer Documents, and effective upon acceptance for payment of some or all of the Units tendered herewith

in accordance with the terms of the Offer, Seller hereby sells, assigns, and transfers to, or upon the order of, Buyer all right, title and interest in, to and under all of the Units that are being tendered hereby and to the extent so accepted for payment, and any and all cash distributions, rights, other Units or other securities issued or issuable in respect thereof on or after the Expiration Time (collectively, "Distributions"), at a price of \$315.00 per Unit for a total purchase price of equal to \$315.00 multiplied by the number of tendered units (the "Total Purchase Price").

Seller understands and agrees he/she/it will not receive payment for any Units unless and until such Units are accepted for payment and, in the case of Units held in certificated form, until the certificate(s) representing the Units owned by Seller are received by the Tender Agent at the address set forth above, together with such additional documents as the Tender Agent and/or Purchaser may require

3. Representation and Warranties of Seller.

a. Seller represents and warrants to the Buyer that the Seller has full power and authority to tender, sell, assign and transfer the Units and Distributions tendered hereby and that, when the same are accepted for payment by Buyer, the Buyer will acquire valid, good, marketable, unencumbered and indefeasible title thereto and to all Distributions, free and clear of any liens, charges, encumbrances, security interests, options, calls, pledges, voting trusts, stockholder agreements, assessments, covenants, restrictions, reservations, commitments, obligations, liabilities or claims of others with respect thereto.

b. Seller acknowledges that it is not relying upon any person, other than the Company and its officers and directors, in making its decision to tender Units in the Offer. The Purchaser agrees that neither any Purchaser nor the respective controlling Persons, officers, directors, partners, agents, or employees of any Purchaser shall be liable to any other Purchaser for any action heretofore taken or omitted to be taken by any of them in connection with the purchase of the Shares

c. Seller represents and warrants to the Buyer that no "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a "**Disqualification Event**") is applicable to Seller, except for a Disqualification Event as to which Rule 506(d)(2)(ii-iv) or (d)(3), is applicable.

d. Neither Seller, nor any of his/her/its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including, through a broker or finder (i) engaged in any general solicitation, or (ii) published any advertisement in connection with the tender of the Units.

4. Delivery of Certificates and Seller Documents. Seller acknowledges and agrees that certificates representing all physically tendered Units together with this Agreement, properly completed and duly executed by Seller, and any other documents required by this Agreement, or the instructions hereto, must be received by the Tender Agent at its address set forth herein on or prior to the Expiration Time. If Seller's certificate(s) representing Units have been lost, mutilated destroyed or stolen, Seller's Units may nevertheless be tendered upon Seller's proper completion and due execution, and has valid notarization of an "Affidavit of Lost Certificate", substantially in the form attached hereto as Exhibit B, and such properly completed, duly executed and validly notarized Affidavit is received by the Tender Agent at its address set forth herein on or prior to the Expiration Time.

SELLER ACKNOWLEDGES AND AGREES THAT THE METHOD OF DELIVERY OF THIS AGREEMENT, THE CERTIFICATE(S) REPRESENTING UNITS AND ALL OTHER REQUIRED DOCUMENTS, IS AT THE OPTION AND SOLE RISK OF SELLER. THE DELIVERY WILL BE DEEMED MADE AND THE RISK OF LOSS OF SUCH UNITS, CERTIFICATE(S) AND OTHER DOCUMENTS SHALL PASS ONLY AFTER THE TENDER AGENT HAS ACTUALLY RECEIVED THE UNITS, CERTIFICATE(S) AND OTHER DOCUMENTS. If such delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

5. Closing Date and Conditions to Closing. Closing shall occur as soon as reasonably possible but not sooner than the Expiration Time (unless the Offer is extended or terminated as provided in the Offer to Purchase), subject to the prior satisfaction or waiver of the conditions to the Offer as set forth in the Offer to Purchase, pursuant to the Buyer's sole assessment and approval which approval it may withhold based upon its sole determination.

6. Exchange. At or before Closing, (i) authorizes Buyer or its agent to seek and obtain from IRE on behalf of Seller, the information required by Section 4(a)(7) of the Securities Act of 1933, (iii) the Buyer shall pay to

Seller cash in the amount of the Total Purchase Price, and (iii) Buyer shall be admitted as a member of IRE. Seller hereby represents and warrants that Seller is the registered owner of the Units or the certificate(s) have been endorsed to Seller in blank. The undersigned will, upon request, execute and deliver any additional documents deemed by the Tender Agent or Buyer to be necessary or desirable to complete the sale, assignment and transfer of the Units tendered hereby and all Distributions. In addition, Seller agrees to remit and transfer promptly to Buyer all Distributions in respect of the Units tendered hereby, accompanied by appropriate documentation of transfer, and, pending such remittance and transfer or appropriate assurance thereof, Buyer shall be entitled to all rights and privileges as owner of each such Distribution and may withhold the entire purchase price of the Units tendered hereby or deduct from such purchase price, the amount or value of such Distribution as determined by Buyer in its sole discretion.

7. Proxy; Power of Attorney. For the purposes of facilitating the conditions set forth in Section 5 hereof, and for any other valid purposes commensurate with the intent of this Agreement, the Seller hereby

a. irrevocably constitutes and appoints Christianson PLLP, in its capacity as Tender Agent for the Offer (the "Tender Agent") the true and lawful agent and attorney-in-fact and proxy of the undersigned with respect to such Units (and all Distributions), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to the fullest extent of such unitholder's rights with respect to such Units and any Distributions, to (i) deliver certificates for such Units and present such Units (and any and all Distributions) for transfer of ownership on the books of IRE, with all accompanying evidence of transfer and authenticity, to or upon the order of Buyer, receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and any and all Distributions), all in accordance with the terms and subject to the conditions of the Offer

b. agrees to the terms of the proxy card attached hereto as Exhibit A, and irrevocably appoints Kevin Ross and Bradley Wilson in their respective capacities as directors and/or officers of WIE and/or Buyer, and any individual who shall thereafter succeed to any such office of Buyer and/or WIE, and each of them, and any other designees of Buyer, the attorneys-in-fact and proxies of Seller, each with full power of substitution, to (i) propose amendments to the operating agreement of IRE reasonably related to the purposes of the Tender Offer Documents as each such attorney-in-fact and proxy or his or her substitute shall in his or her sole discretion deem proper with respect to; (ii) call one or more special member meetings of the membership of IRE on behalf of Seller for purposes of adopting amendments to the operating agreement and electing or appointing Directors to the IRE Board of Directors as set forth in the attached Proxy and for such other purposes as each such attorney-in-fact and proxy or his or her substitute shall in his or her sole discretion deem proper and reasonably related to the purposes of the Tender Offer Documents; (iii) vote at any annual or special meeting of IRE members or any adjournment or postponement thereof or otherwise in such manner as each such attorney-in-fact and proxy or his or her substitute shall in his or her sole discretion deem proper with respect to, (iv) to execute any written consent concerning any matter as each such attorney-in-fact and proxy or his or her substitute shall in his or her sole discretion deem proper with respect to, and to otherwise act as each such attorney-in-fact and proxy or his or her substitute shall in his or her sole discretion deem proper with respect to, all of the Units (and any and all Distributions) tendered hereby and accepted for payment by Buyer. This appointment will be effective if and when, and only to the extent that, Buyer accepts such Units for payment pursuant to the Offer. This power of attorney and proxy are irrevocable and are granted in consideration of the acceptance for payment of such Units in accordance with the terms of the Offer. Such acceptance for payment shall, without further action, revoke any prior powers of attorney and proxies granted by the undersigned at any time with respect to such Shares (and any and all Distributions), and no subsequent powers of attorney, proxies, consents or revocations may be given by the undersigned with respect thereto (and, if given, will not be deemed effective).

c. irrevocably constitutes and appoints Kevin Ross and Bradley Wilson in their respective capacities as directors and/or officers of WIE and/or Buyer, and any individual who shall thereafter succeed to any such office of Buyer and/or WIE, and each of them, and any other designees of Buyer, its true and lawful attorneys-in-fact in Seller's name, place and stead (a) to make, execute, acknowledge, amend, complete or correct, deliver and file, on behalf of Seller, any of the following documents: (i) all documents to be executed by Seller pursuant to this Agreement and any related documents, including, without limitation, filling in or amending dates; provided, however, the power of attorney does not include amending this Agreement and any related documents or filling in or amending amounts to the extent that the amounts have not been agreed to by Seller; provided, however, Seller agrees the Buyer may amend this Agreement and any related documents to reduce the number of Seller's tendered units without Seller's consent, approval or agreement, (ii) the certificate

of organization or operating agreement of IRE and all documents permitted or required to be executed thereunder, and (iii) to the extent consistent with the provisions of the Tender Offer Documents, all proxies, ballots, or other voting instruments of IRE as provided in the Proxy, and (b) to take any such other action as may be necessary in connection with any aspect of the governance and activities of IRE by giving the Buyer full power and authority to do and perform each and every act and thing whatever required and necessary to be done in and about the foregoing as fully as the undersigned might or could do if personally present, and hereby ratifies and confirms all that the Buyer shall lawfully do or cause to be done by virtue thereof. This power of attorney is coupled with an interest, is irrevocable and shall survive and be unaffected by any subsequent disability or incapacity of Seller or, if Seller is not a natural person, the dissolution or termination of Seller, and shall survive issuance of the Units.

No authority herein conferred or agreed to be conferred in this Agreement shall be affected by, and all such authority shall survive, the death or incapacity of the Seller, and any obligation of Seller hereunder shall be binding upon the successors, assigns, heirs, executors, administrators and legal representatives of the undersigned. The proxy authority and powers of attorney granted hereby shall be effective as provided herein for up to one year from the date hereof; provided, however, that the expiration of the proxy authority and powers of attorney granted herein shall be tolled, and extended, for any period of time while litigation is pending over the terms of this Agreement, the proxy authority and powers of attorney granted herein, or the Offer.

**The authority herein conferred or agreed to be conferred in this Agreement may only be revoked upon a valid withdrawal of tendered Units in accordance with the Tender Offer Documents.**

8. Acknowledgements/Approval. Seller acknowledges receipt of the Tender Offer Documents and having had an adequate opportunity to review the Tender Offer Documents and to ask any questions of Buyer's representatives, and the Seller's own tax and other advisors as necessary during Seller's consideration of the sale of Units set forth in this Agreement.

Except as set forth in this Section 8, the Buyer will pay or cause to be paid any costs or expenses imposed by IRE with respect to the transfer and sale of purchased Units to it or its order pursuant to the Offer. If, however, payment of the purchase price is to be made to, or if certificates representing Units not tendered or accepted for payment are to be registered in the name of, any person other than the registered holder(s), or if tendered certificates are registered in the name of any person other than the person(s) signing this Agreement, the amount of any transfer fees (whether imposed on the registered holder(s) or such other person) payable on account of the transfer to such person will be deducted from the purchase price, unless satisfactory evidence of the payment of such fees therefrom is submitted.

9. Benefit. This Agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns.

10. Entire Agreement. This Agreement incorporates the entire understanding of the parties and may not be amended except by written agreement or as provided herein.

[INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement or as of the later day and year set forth below.

**SELLER:**

*If Seller is an Individual(s):*

*If Seller is an Entity:*

\_\_\_\_\_  
Name of Individual Unitholder (Please Print)

\_\_\_\_\_  
Name of Entity (Please Print)

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Print Name and Title of Officer

\_\_\_\_\_  
Name of Joint Individual Unitholder (Please Print)

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Signature of Joint Individual Unitholder

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_

**BUYER:**

**Western Iowa Energy**

\_\_\_\_\_  
Print Name and Title of Officer

\_\_\_\_\_  
Signature of Officer

Dated: \_\_\_\_\_

Must be signed by registered holder(s) of the Units exactly as name(s) appear(s) on the Unit certificate(s). If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title)

Name(s) and Address(es) of Registered Holder(s) <i>(Please Fill in Exactly as Name(s) Appears on Unit Certificate(s))</i>	Certificate(s) Tendered (Attach Additional List, if Necessary)		
	Unit Certificate No.	Class & No. of Units Represented by Certificate	No. of Units Tendered**
	<b>Total Units</b>		

**If the space provided herein is inadequate, the certificate numbers and/or the number of Units should be listed on a separate signed schedule attached hereto.**

\*\*Unless otherwise indicated, all Units represented by certificates delivered to the Tender Agent will be deemed to have been tendered. See Instruction 4.

CHECK HERE IF CERTIFICATES HAVE BEEN LOST, DESTROYED OR STOLEN.

ATTACHMENT A TO MEMBERSHIP UNIT PURCHASE AND SALE AGREEMENT AND PROXY

MEMBERSHIP UNIT PROXY

Iowa Renewable Energy, LLC
Special Member Meeting
Irrevocable Member Proxy
Proxy Solicited on Behalf of
WIE-IRE Investment Company, LLC

Member Name:
Number of Class A Units:
Class A Unit ID Number:
Number of Class B Units:
Class B Unit ID Number:

Vote by mail, email or facsimile:

(1) Read the Tender Offer Documents, (2) Complete the identifying information above as necessary with the name on your certificate, number of units, and certificate number, (3) Sign and date this proxy card below, and (5) Return this proxy card by mail, email or facsimile to Christianson PLLP, %Christina Boike, 302 SW 5th Street, Willmar, MN 56201, cboike@christiansoncpa.com, fax (320) 235-5962.

CALL SPECIAL MEETING(S)

The undersigned hereby authorizes this proxy to be utilized and voted "for" the purposes of calling one or more special member meetings of the membership of Iowa Renewable Energy, LLC for purposes of adopting amendments to the operating agreement and electing or appointing Directors to the Board of Directors and for such other purposes as each such attorney-in-fact and proxy or his or her substitute shall in his or her sole discretion deem proper and reasonably related to the purposes of the Tender Offer Documents.

AMENDMENT TO THE OPERATING AGREEMENT

The Member authorizes the proxy to (i) propose amendments to the operating agreement of IRE as attached hereto and described in the Tender Offer Documents and any other such amendment or resolution reasonably related to such amendments and or the purposes of the Tender Offer Documents as each such attorney-in-fact and proxy or his or her substitute shall in his or her sole discretion deem proper with respect thereto; (ii) vote "for" the adoption of such operating agreement amendments as attached hereto and as described in the Tender Offer Documents and any other such amendment or resolution reasonably related to such amendments and or the purposes of the Tender Offer Documents as each such attorney-in-fact and proxy or his or her substitute shall in his or her sole discretion deem proper with respect thereto; and (iii) vote at any annual or special meeting of IRE members or any adjournment or postponement thereof or otherwise in such manner as each such attorney-in-fact and proxy or his or her substitute shall in his or her sole discretion deem proper with respect to.

ELECTION OR APPOINTMENT OF DIRECTORS

The Member authorizes the proxy to be voted "for" the election of between three and five nominees to be designated by WIE-IRE Investment Company, LLC, an Iowa limited liability company, to the Board of Directors pursuant to the operating agreement amendment attached hereto and as described in the Tender Offer Documents.

By signing this proxy card, you irrevocably appoint each of Kevin Ross of Minden, Iowa and Bradley Wilson, of Scranton, Iowa, jointly and severally, each with full power of substitution, the attorneys-in-fact and proxies to represent you for the purpose of calling a Special Meeting or Special Meetings of the Members of IRE to be held at times and places to be determined, and at any adjournment thereof, on any matters coming before the meeting including the adoption of amendments to the operating agreement of IRE. This proxy, when properly executed, will be voted in the manner directed herein and authorizes the Proxies to take action in their discretion upon other matters that may properly come before the Meeting. The Proxies cannot vote your units unless you sign and return this card. For your proxy card to be valid, it must be RECEIVED by the Company by the deadline set forth in the Tender Offer Documents together with a completed and executed Membership Unit Purchase and Sale Agreement and Proxy. This power of attorney and proxy are irrevocable except in accordance with the terms of the Offer.

Each fully executed proxy card will be counted for purposes of determining whether a quorum is present at any Special Member Meeting of IRE.

Signature: \_\_\_\_\_
Date: \_\_\_\_\_

Signature: \_\_\_\_\_
Date: \_\_\_\_\_

Please sign exactly as your name appears on your unit certificate. If units are jointly held by more than one person, all owners must sign. When signing as attorney, executor, administrator, trustee or guardian, please note that fact. If a corporation, please sign in full corporate name by an authorized officer. If a partnership, please sign in partnership name by an authorized person.



**ATTACHMENT B TO MEMBERSHIP UNIT PURCHASE AND SALE AGREEMENT AND PROXY**

**AFFIDAVIT OF LOST LIMITED LIABILITY COMPANY MEMBERSHIP INTEREST UNIT CERTIFICATE**

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

The undersigned unitholder(s) of Iowa Renewable Energy, LLC, an Iowa limited liability company (“Company”), jointly and severally, if more than one, being duly sworn, depose and state:

1. That the undersigned is the legal and beneficial owner of the limited liability company membership interest units (“Units”) of the Company represented by the certificates described as follows:

Certificate Number	Class of Units	Number of Units	Name in Which Issued

2. That said certificate(s) was(were) not endorsed and have not been pledged, sold, delivered, deposited under any agreement, transferred, assigned, or disposed of in any manner,;

3. That neither the said certificate(s) nor the rights of said unitholder therein have in whole or in part been assigned, transferred, hypothecated, pledged, or otherwise disposed of;

4. That the undersigned is entitled to the sole and exclusive possession of said certificate(s) and that to the undersigned’s knowledge, no person, firm, company, agency, government, or other entity has asserted any right, title, claim, equity or interest with respect to the lost certificate, or any rights or interests to the proceeds thereof;

5. That the undersigned has made a diligent search for said certificate(s), has not found said certificate(s), and believes said certificate(s) to be lost or mislaid at some time during the period between the date of issuance thereof and the date hereof, and cannot be now produced;

6. That the undersigned hereby indemnifies and holds the Company harmless from any and all loss, damage, counsel fees and costs incurred, or to be incurred, by reason of the loss of such certificate(s), by reason of the issuance of a new certificate for such lost certificate, or by reason of future presentment of such lost certificate(s) to the Company for transfer;

The undersigned hereby acknowledges that this Affidavit is made for the purpose of inducing the Company to issue a new certificate in lieu of those which have been lost, and the undersigned hereby agrees to immediately surrender to the Company, the said lost certificate(s) should it(they) hereafter come into the undersigned's possession or control.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_