

NXR ACQUISITION ONE, LLC

AGREEMENT FOR ADMISSION

INSTRUCTIONS FOR SUBSCRIBING

1. Complete and sign two copies of the attached (a) Agreement for Admission, and (b) signature page of the Operating Agreement, of which you have also received a copy. **Please note that Schedule A of the Agreement for Admission requires you to complete and sign an Investor Questionnaire (the "Questionnaire").**
2. If you are a corporation, trust or other entity, attach copies of your organizational documents, in each case as amended, or appropriate excerpts therefrom, and an appropriate certificate as to the authorization of the investment.
3. Executed Agreements for Admission may be transmitted to NextRidge Capital, LLC (the "Managing Member") via facsimile ((518) 935-9000, Attention: David Wood), provided that all documents, including originally executed copies of this Agreement for Admission, are also forwarded to the following address:

NXR Acquisition One, LLC
c/o NextRidge Capital, LLC
12 Elmwood Road
Albany, New York 12204
Tel No.: (518) 292-6579
Fax No.: (518) 935-9000
4. Send a check in the amount of your subscription with your executed agreements to the address set forth in paragraph 3 above within five business days of the date hereof. If you would prefer to wire transfer your subscription amount, please call David Wood of the Managing Member at (518) 292-6579 for wire transfer instructions.
5. If you have any questions, please call David Wood of the Managing Member at (518) 292-6579.

AGREEMENT FOR ADMISSION

NXR Acquisition One, LLC
c/o NextRidge Capital, LLC
12 Elmwood Road
Albany, New York 12204

Ladies and Gentlemen:

1. **Subscription.** The undersigned hereby irrevocably subscribes for and agrees to acquire Class A Units (the "Units") of NXR Acquisition One, LLC, a Delaware limited liability company (the "Company"), and become a member thereof (a "Member") and to make an aggregate contribution to the capital of the Company in the amount set forth on the signature page hereof (the "Funds") in accordance with the terms and conditions of the Operating Agreement (the "Operating Agreement") and the Confidential Private Placement Memorandum of the Company, as amended or supplemented from time to time (the "Memorandum," and together with the Operating Agreement, the "Company Documents"). This subscription may be rejected by the Company in whole or in part in the sole discretion of the Managing Member of the Company at any time prior to acceptance thereof. The undersigned understands that for the Managing Member to consider its subscription on behalf of the Company, the undersigned must complete fully this Agreement for Admission, including Schedule A hereto, which is incorporated herein by reference, and sign and date both copies and promptly return them to the address set forth on the prior page. Any capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Operating Agreement.
2. **Segregated Account.** I understand and agree that the Funds will be held by the Company in a non-interest bearing segregated account at KeyBank NA, Albany, New York, until the Company receives fully paid subscriptions for at least 120 Units by April 30, 2005, subject to extension by the Company (the "Expiration Date"). I further understand and agree that in the event such condition is not met by the Expiration Date, the Funds will be returned to me without interest. If such condition is met at anytime on or before the Expiration Date, the Funds will be paid to the Company and certificates representing the Units purchased by the undersigned will be delivered to the undersigned.
3. **Adoption of the Operating Agreement.** The undersigned hereby adopts, accepts and agrees to be bound by all the terms and provisions of the Operating Agreement and to perform all obligations imposed on a Member therein. Upon execution and delivery of the Operating Agreement by the undersigned, acceptance of this subscription by the Managing Member on behalf of the Company and payment in full of the undersigned's capital contribution, the undersigned shall become a Member for all purposes of the Operating Agreement. The undersigned hereby constitutes and appoints the Managing Member of the Company, and each of the principals of the Managing Member, as the undersigned's true and lawful representative and attorney-in-fact, in the undersigned's name, place and stead to make, execute, verify, acknowledge, file, record and/or publish with respect to the Company, the Operating Agreement and all other related agreements, certificates, instruments and documents.
4. **Restrictions on Transferability of Units.** The undersigned realizes that the Units are not, and will not be, registered under the United States Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any other jurisdiction, and that the Company does not file and does not intend to file periodic reports with the United States Securities and Exchange Commission (the "SEC") pursuant to the requirements of the United States Securities Exchange Act of 1934, as amended (the "1934 Act"), or any other regulatory authority. The undersigned also understands that the Company has not agreed to register the Units for distribution in accordance with the provisions of the 1933 Act or any other applicable securities laws, and that the Company has not agreed to comply with any exemption under the 1933 Act or any such laws for the resale of the Units. Hence, the undersigned understands that by virtue of the provisions of certain rules relating to "restricted securities" promulgated under the 1933 Act, the Units for which the undersigned has subscribed may not be transferred unless and until subsequently registered under the 1933 Act and/or any applicable securities law or unless an exemption from registration is available, in which case the undersigned will still be limited with respect to the extent to which such Units may be transferred in accordance with the Company Documents.
5. **Payment of Subscription.** The undersigned recognizes that if this subscription is rejected, in whole or in part, the Funds delivered or wire transferred in connection herewith, to the extent this subscription has been rejected, will be returned to the undersigned without interest as soon as practicable.

6. **Revocability.** The undersigned agrees that this Agreement for Admission may not be canceled, terminated, or revoked, and that this Agreement for Admission is coupled with an interest and shall survive the death or disability of the undersigned and shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.
7. **Successors and Assigns.** This Agreement for Admission shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the personal and legal representatives, heirs, guardians, successors and permitted assignees of the undersigned.
8. **Assignment.** This Agreement for Admission is not transferable or assignable by the undersigned.
9. **Applicable Law.** This Agreement for Admission shall be governed by and construed in accordance with the laws of the State of Delaware and to the extent it involves any United States statute, in accordance with the laws of the United States.
10. **Representations and Warranties.** The undersigned hereby makes the following representations and warranties to the Company with the intent that they may be relied upon in determining the suitability of the undersigned as an investor in the Company. The following representations and warranties shall survive the closing date applicable to the undersigned's investment in the Company, and will be deemed reaffirmed by the undersigned at any time the undersigned makes an additional capital contribution. The act of making such an additional capital contribution will be evidence of such reaffirmation. The undersigned represents and warrants that:
- (a) if an individual, the undersigned is not less than twenty-one (21) years of age and is a resident of the state indicated on Schedule A attached hereto and made a part hereof;
 - (b) the Units subscribed for hereby are being acquired by the undersigned for investment purposes only, for the account of the undersigned and not with the view to any resale or distribution thereof, and the undersigned is not participating, directly or indirectly, in an underwriting of such Units and will not take, or cause to be taken, any action that would cause the undersigned to be deemed an "underwriter" of such Units as defined in Section 2(a)(11) of the 1933 Act. The undersigned further understands and agrees that the Company will not register the Units to a transferee of which the Managing Member does not approve;
 - (c) the undersigned has received and read a copy of the Company Documents and, in connection therewith, has had access to all materials, books, records, documents and information relating to the Company to the extent the undersigned deems reasonably necessary in order to be fully informed with respect thereto;
 - (d) the undersigned acknowledges that it has been offered an opportunity to ask questions of, and receive answers from, the Managing Member, concerning the Company and its proposed activities, and that any request for such information has been fully complied with to the extent the Managing Member possesses such information or can acquire it without unreasonable effort or expense;
 - (e) the undersigned acknowledges that no representations or warranties have been made to the undersigned by the Managing Member, or by any agent, employee or representative of the Managing Member, and in entering into this transaction the undersigned is not relying upon any information other than that contained in the Company Documents and the results of the undersigned's own independent investigation;
 - (f) the undersigned has such knowledge and experience in financial and business matters that the undersigned is capable of evaluating the merits and risks of an investment in the Company;
 - (g) the undersigned has adequate means of providing for the current needs of the undersigned and possible personal contingencies, and the undersigned has no need for liquidity with respect to the investment of the undersigned in the Company;
 - (h) the undersigned has been advised that an investment in the Company is speculative and the undersigned is able to bear the economic risk of a complete loss of its investment in the Company;

(i) the undersigned has made an independent determination of the investment, accounting, legal and tax aspects of acquiring the Units and has depended on the advice of its own counsel and accountants and agrees that the Company has no responsibility with respect to such matters and such advice;

(j) set forth in Schedule A hereto is the true and correct address of the undersigned's residence and/or principal place of business. The only jurisdiction in which an offer to sell Units was made to the undersigned is the jurisdiction in which such residence and/or principal place of business is situated;

(k) the undersigned is authorized and otherwise duly qualified to acquire Units;

(l) the undersigned is a United States individual or institution subject to United States federal income taxation;

(m) the undersigned is not (i) an employee benefit or pension plan, whether or not subject to the Employee Retirement Income Security Act of 1974 or (ii) an entity whose underlying assets include "plan assets" under the U.S. Department of Labor Regulations §2510.3-101, and is not deemed to be using the assets of any such employee benefit plan or entity to purchase or hold the Units;

(n) if the undersigned is an entity, (i) the purchase of the Units is authorized by the undersigned's governing documents; (ii) the execution and delivery of this Agreement for Admission has been duly authorized by appropriate action and is binding upon the undersigned in accordance with its terms; (iii) the undersigned shall deliver to the Company such evidence of such authority as the Company may reasonably require, whether by way of a certified resolution or otherwise; and (iv) the terms of this Agreement for Admission do not violate any laws or any obligation by which the undersigned is bound, whether arising by contract, operation of law or otherwise;

(o) if the undersigned is a partnership, limited liability company, grantor trust or S corporation (a "Flow-Through Entity"), substantially all of the value of the interest of any partner, member, owner or shareholder of the Flow-Through Entity (a "Beneficial Owner") in the Flow-Through Entity is not attributable to the Flow-Through Entity's interest (direct or indirect) in the Company, whether because of the nature and value of the Flow-Through Entity's assets, the allocation of income or distributions by the Flow-Through Entity to the Beneficial Owner, or otherwise;

(p) if the undersigned is an investment company, as defined in Section 3(a) of the Investment Company Act of 1940, as amended (the "1940 Act"), which is registered under the 1940 Act or exempt from registration under the 1940 Act pursuant to Section 3(c)(1), Section 3(c)(7) or the rules thereunder (an "Exempt Company"), then (i) the undersigned was not formed for the purpose of investing in the Company; and (ii) the undersigned's interest in the Company constitutes, and after the closing date applicable to the undersigned will continue to constitute, less than 40% of the undersigned's committed assets, and each beneficial owner has and will share in the same proportion in each investment made by the undersigned;

(q) the undersigned certifies that it is not subject to backup withholding because (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (the "IRS") that it is subject to backup withholding as a result of failure to report all interest or dividends or (iii) the IRS has notified it that it is no longer subject to backup withholding; and

(r) the undersigned is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated under the 1933 Act, as evidenced by the Investor meeting one of the standards set forth in Schedule A, and the information set forth in the Questionnaire.

11. **Compliance with All Laws.** To induce the Managing Member to accept this subscription on behalf of the Company, the undersigned agrees, upon written request, to provide such information and to execute and deliver such documents as may be necessary to comply with any and all laws and regulations to which the Company is subject within ten (10) days after receipt of a written request from the Managing Member.

12. **Indemnity.** The undersigned understands that the Company and its Managing Member could incur substantial damages as a result of any inaccurate representation or breach of warranty by the undersigned in this Agreement for Admission. The undersigned agrees to defend, indemnify and hold harmless the Company and its Managing Member and their respective principals, employees, agents and representatives from and against any and all loss, damage, liability

and expense (including attorneys' fees) due to or arising out of the inaccuracy of any representations or the breach of any warranty or undertaking of the undersigned in this Agreement for Admission.

13. **Amendment and Waiver.** This Agreement for Admission may be amended or modified only by an instrument signed by the undersigned and the Managing Member. A waiver of any provision of this Agreement for Admission must be in writing, designated as such, and signed by the party against whom enforcement of that waiver is sought. The waiver by a party of a breach of any provision of this Agreement for Admission shall not operate or be construed as a waiver of any subsequent or other breach thereof.

14. **Confidentiality and Privacy.** The undersigned acknowledges and agrees that the Company and the Managing Member may obtain the following types of nonpublic personal information about the undersigned:

- **Information received from the undersigned through this Agreement for Admission, such as the undersigned's name, address, telephone number, social security number, occupation, assets and income;**
- **Information about capital account balance and activity; and**
- **Information from public records accessed in the ordinary course of business.**

Neither the Company nor the Managing Member discloses any nonpublic personal information about the Company's members or former members to anyone, except as permitted by law. The Company maintains physical, electronic and procedural safeguards that comply with federal standards to guard its members' nonpublic personal information.

15. **Notices.** Any notice and other communications in connection herewith shall be sufficiently given if sent by first-class mail properly addressed with postage prepaid, delivery of a properly addressed package to an overnight courier service, or delivery of a confirmed facsimile transmission (a) if to the Company, to the address set forth in the first page hereof; (b) if to the undersigned, to the address set forth in Schedule A hereof, or (c) to such other address as either the Company or the undersigned shall designate to the other by notice in writing.

16. **Additional Information.** The undersigned agrees to provide the Managing Member with such additional information regarding the undersigned as the Managing Member may reasonably request in order to assure or demonstrate compliance with applicable securities or other laws or for any other legitimate purpose.

17. **Miscellaneous.** This Agreement for Admission and the Operating Agreement represent the entire agreement of the undersigned and the Company with respect to the subject matter hereof. This Agreement for Admission may be executed in counterparts, each of which shall constitute an original and which, together, shall constitute a single agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement for Admission, this _____ day of _____, 200_.

Amount Invested:

U.S.\$ _____

By: _____

Name: _____

Title: _____

ACCEPTED:

NXR ACQUISITION ONE, LLC

By: NextRidge Capital, LLC, its Managing Member

By: _____

Name: _____

Title: _____

Date: _____

INVESTOR MEMBER

Dated _____, 20__.

**SIGNATURE PAGE FOR
NXR ACQUISITION ONE, LLC
OPERATING AGREEMENT**

The undersigned, subject to acceptance by the Managing Member, hereby becomes a Member pursuant to the Operating Agreement of NXR ACQUISITION ONE, LLC and hereby agrees to all of the terms of said agreement and agrees to be bound by the terms and provisions thereof, hereby ratifying and approving all actions heretofore taken by the Managing Member in respect of the Company.

**(Partnership, Corporation, Trust
or Limited Liability Company)**

(Individual Signatures)

Name of Entity (Print)

Printed Name (First, Middle, Last)

By: _____
Signature

By: _____
Signature

Name (Print)

Title

Joint Purchasers, if any:

Printed Name (First, Middle, Last)

Signature

Legal Form of Ownership

ACCEPTED:

**NXR ACQUISITION ONE, LLC
By: NextRidge Capital, LLC, its Managing Member**

By: _____

Name: _____

Title: _____

SCHEDULE A
INVESTOR QUESTIONNAIRE

The information contained in this Questionnaire is being furnished in order to determine whether the subscription of the undersigned to purchase the Units described in the Confidential Private Placement Memorandum may be accepted.

(a) Initial all appropriate spaces indicating the bases upon which the undersigned subscriber qualifies as an accredited investor (each, an "Accredited Investor") as defined in the 1933 Act and the various SEC rules relating thereto:

FOR INDIVIDUAL INVESTORS ONLY:

_____ (i) I certify that I am an Accredited Investor because I have an individual net worth, or my spouse
Initial and I have a combined net worth, in excess of \$1,000,000. For purposes of this questionnaire, "net worth" means the excess of total assets at fair market value, including home, home furnishings and automobiles, over total liabilities.

_____ (ii) I certify that I am an Accredited Investor because I had individual income (exclusive of any
Initial income attributable to my spouse) of more than \$200,000 for the past two years or joint income with my spouse in excess of \$300,000 in each of those years and I reasonably expect to reach the same income level in the current year.

FOR CORPORATIONS, PARTNERSHIPS OR BUSINESS TRUSTS:

_____ (iii) The undersigned hereby certifies that it is an Accredited Investor because it is a corporation,
Initial partnership or Massachusetts or similar business trust that has total assets in excess of \$5,000,000 and was not formed for the specific purpose of acquiring the Units.

_____ (iv) The undersigned hereby certifies that it is an Accredited Investor because all of its equity
Initial owners are Accredited Investors. Please attach a separate sheet listing all equity owners and setting forth the bases for the representation that they are Accredited Investors.

FOR TRUSTS (OTHER THAN BUSINESS TRUSTS):

_____ (v) The undersigned hereby certifies that it is an Accredited Investor because it has total assets in
Initial excess of \$5,000,000, was not formed for the specific purpose of acquiring the Units and its purchase is directed by a sophisticated person. As used in the foregoing sentence, a "sophisticated person" is one who has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment.

_____ (vi) The undersigned hereby certifies that it is an Accredited Investor because it is (i) a bank as
Initial defined in Section 3(a)(2) of the 1933 Act, (ii) acting in its fiduciary capacity as trustee and (iii) subscribing for the purchase of the Units on behalf of a trust.

_____ (vii) The undersigned hereby certifies that it is an Accredited Investor because it is a revocable trust
Initial that may be amended or revoked at any time by the grantors thereof and all of the grantors are Accredited Investors under either Statement (i) above (\$1,000,000 net worth) or (ii) above (\$200,000 individual income or \$300,000 joint income with spouse). Please attach a separate sheet listing all equity owners and setting forth the bases for the representation that they are Accredited Investors.

OTHER INSTITUTIONS:

- _____
Initial
- (viii) The undersigned hereby certifies that it is an Accredited Investor because it is a bank as defined in Section 3(a)(2) of the 1933 Act or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act.
- _____
Initial
- (ix) The undersigned hereby certifies that it is an Accredited Investor because it is an insurance company as defined in Section 2(a)(13) of the 1933 Act.
- _____
Initial
- (x) The undersigned hereby certifies that it is an Accredited Investor because it is a broker or dealer registered pursuant to Section 15 of the 1934 Act.
- _____
Initial
- (xi) The undersigned hereby certifies that it is an Accredited Investor because it is an investment company registered under the 1940 Act or a business development company as defined in Section 2(a)(48) of the 1940 Act.
- _____
Initial
- (xii) The undersigned hereby certifies that it is an Accredited Investor because it is Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended.
- _____
Initial
- (xii) The undersigned hereby certifies that it is an Accredited Investor because it is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

(b) If the undersigned is an individual, please complete the following:

Citizenship: _____

Social Security Number: _____
(Please complete attached IRS Form W-9)

Date of Birth: _____

Occupation: _____

Position: _____

Length of time in current position: _____

Name of Business or Employer: _____

Please provide both business and residence address and check the address to be used as mailing address.

____ Business Address: _____

Business Telephone Number: _____

Business Fax Number: _____

____ Residence Address: _____

Residence Telephone Number: _____

Residence Fax Number: _____

Email Address: _____

Source of the payment of the
subscription amount: _____

(c) If the undersigned is other than an individual, please complete the following:

Type of Entity: _____
Principal business of undersigned: _____
Nature of Business: _____
Jurisdiction and year of organization: _____
Taxpayer identification number: _____
Business address: _____

Telephone number: _____
Fax number: _____
Source of the payment of the
subscription amount: _____

(d) Please complete the following (to be completed by all prospective investors):

1. Within the past two years, have you made a general assignment for the benefit of creditors, been in receivership or filed or had filed against you a petition in bankruptcy?

Yes () No ()

2. Are there any lawsuits outstanding or threatened against you, or are there any claims against you that could materially affect your net worth as reported in this Agreement for Admission? If yes, please provide details in Item 3 below.

Yes () No ()

3. Please indicate below any additional matter of a financial nature that is relevant to an analysis of your financial position:

Any information that the undersigned has heretofore furnished to the Company about the undersigned is correct and complete as of the date of this Agreement for Admission and may be relied upon by the Managing Member in determining whether the undersigned is a qualified investor. The undersigned will notify the Managing Member immediately of any material change in any information provided herein.

IN WITNESS WHEREOF, the undersigned has executed this Questionnaire as of _____, 200_, and declares that it is truthful and correct.

By: _____

Name: _____

Title: _____