

**MID-MISSOURI ENERGY, LLC
UNIT TRANSFER AGREEMENT AND APPLICATION FORM**

(November 2010 Form)

A. General Instructions.

1. This Unit Transfer Agreement and Application Form (this “TAA Form”) has important legal consequences and constitutes a legally binding agreement to sell and purchase Units of Mid-Missouri Energy, LLC (the “Company”) between the parties hereto. You should consult with an attorney. By signing this TAA Form, the parties hereto are making important representations and warranties to each other and to the Company. Please read and review this TAA Form carefully.
2. This TAA Form is provided pursuant to the Unit Transfer Policy dated November 18, 2010 (the “Policy”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Policy.
3. The individual or entity transferring the Units of the Company (“Transferor”) and the individual or entity acquiring the units (“Transferee”) must complete all respective information required in this TAA Form, and date and sign this TAA Form at page 10. If the Transferor or Transferee is a joint owner, then all joint owners must sign this TAA Form.
4. By executing this TAA Form, Transferor hereby transfers the certificate(s) representing Transferor’s Units in the Company to be transferred.
5. If Transferee is not an existing member of the Company, then Transferee must read, review, complete fully, and date and sign the Company’s Operating Agreement dated October 1, 2010 (as the same may be amended from time to time, the “Operating Agreement”). A signature page to the Operating Agreement is attached hereto as Appendix A.
6. If the proposed transfer is pursuant to a written offer to purchase submitted by the Transferee to the Transferor, the Operating Agreement requires that a copy of such written offer be provided to the Company’s Board of Directors.
7. The parties should deliver each of the original executed documents referenced in Items 3, 4, 5 and 6 of these Instructions no later than the 10th day of the month to:

Mid-Missouri Energy, LLC
15311 North Saline, Highway 65
Malta Bend, Missouri 65339

Notwithstanding Transferee’s execution of a signature page to the Operating Agreement, the Transferee shall not be deemed a party thereto or a member of the Company unless and until the transfer of Units between Transferor and Transferee has been approved by the Board.

B. **Transfer Agreement.** Subject to the terms and conditions set forth herein, Transferor hereby agrees to sell, assign, transfer and convey to Transferee, and Transferee hereby agrees to buy, the number of Units of the Company set forth in Section G of this TAA Form standing in the name of Transferor on the books and records of the Company, for the purchase price set forth in Section G. of this TAA Form. The parties agree that the effective date of the transfer shall be the last day of the month in which the Board approves the transfer.

C. **Conditions to Sale and Purchase.**

1. **Approval by Board of Directors; General Conditions.** Transferor and Transferee understand that the Units may not be transferred without the approval of the Board, and then only if the conditions set forth in Section 7.05 of the Operating Agreement are met. All transfers must be transferred in accordance with the Policy, as the same may be amended or restated by the Board from time to time. No Units may be transferred unless any and all indebtedness of the Transferor to the Company is first paid.
2. **First Right to Purchase.** Transferor and Transferee acknowledge and understand that:
 - a. Under the Operating Agreement, the Company has the first right to purchase Units offered for sale by a member, such right to be exercised by the Board on behalf of the Company in the Board's discretion;
 - b. Under the Operating Agreement, this first right to purchase does not apply to transfers without consideration to certain related parties;
 - c. For purposes of the Unit transfer policy and this TAA Form, in exercise of its discretion, the Board has expanded the definition of transfers that will NOT be subject to the Company's first right to purchase.
 - d. Accordingly, the following transfers made with or without consideration (such Transferee hereinafter referred to as a "Related Party" and such transfer hereinafter referred to as a "Related Party" transfer) will NOT be subject to the Company's first right to purchase:
 - 1) Transfers to the spouse, parent, child or spouse of child, brother or sister, or spouse of a brother or sister of the member (or of a deceased member) who wishes to transfer, and for this purpose child shall include a legally adopted child;
 - 2) Transfers to a general partnership or family farm corporation or other family farm entity in which the member (or deceased member) who wishes to transfer is a partner, shareholder or owner (and no consideration has been recently paid into the entity by a person not otherwise described in subsection d.1) or d.3) or d.4) of this Section C.2 in anticipation of such transfer);
 - 3) Transfers to a trust in which the member (or deceased member) who wishes to transfer is a grantor, trustee, or beneficiary; and

- 4) Transfers to ancestors or descendants of lineal descent of the member (or deceased member) who are not otherwise described in subsection d.1) of this Section C.2.
- e. Transferee must complete Section H. hereof indicating whether Transferee is a Related Party. Both Transferor and Transferee must represent and warrant to the Company that the transfer qualifies as a Related Party transfer, if applicable.
- f. Any transfer that is not a Related Party transfer described in subsection d. of this Section C.2 shall be subject to the Company's first right to purchase the Units on the same terms and conditions set forth herein. This TAA Form shall constitute written notice by Transferor of its desire to sell the Units on the terms and conditions set forth herein.

D. Additional Terms of Transfer.

1. Transferor agrees and represents and warrants to Transferee that:
 - a. Transferor has full power and authority to execute and deliver this TAA Form and to perform its obligations hereunder;
 - b. Transferor has good and marketable title to the Units being transferred hereunder;
 - c. Neither the execution and delivery of this TAA Form nor the consummation of the transactions contemplated hereby conflicts with, will result in a breach of, or constitutes a default under (upon the giving of notice or lapse of time or both) any agreement, contract, lease, license, instrument or other arrangement to which Transferor is a party or by which Transferor is bound or to which the Units are subject; and
 - d. The Units being transferred hereunder shall be transferred and delivered to Transferee free and clear of all liens, charges, security interests, and encumbrances.
2. Transferee agrees and represents and warrants to Transferor that:
 - a. Transferee has full power and authority to execute and deliver this TAA Form and to perform its obligations hereunder; and
 - b. Neither the execution and delivery of this TAA Form nor the consummation of the transactions contemplated hereby conflicts with, will result in a breach of, or constitutes a default under (upon the giving of notice or lapse of time or both) any agreement, contract, lease, license, instrument or other arrangement to which Transferee is a party or by which Transferor is bound or to which the Units are subject;
3. Transferee shall pay and deliver the purchase price to Transferor by wire transfer or in other immediately available funds or as otherwise agreed to by the parties at the closing of the purchase and sale transaction at the date and location agreed to by the parties.

E. **Transferor Information.** Please print your individual or entity name, address, phone number and email address. Joint owners should provide their respective names.

1. Transferor's Printed Name: _____
2. Title, if applicable: _____
3. Transferor's Address: _____
Street _____
City, State, Zip Code _____
Phone Number _____
Email _____

F. **Transferee Information.** Please print your individual or entity name, address, phone number and email address. Joint owners should provide their respective names.

1. Transferee's Printed Name: _____
2. Title, if applicable: _____
3. Transferee's Address: _____
Street _____
City, State, Zip Code _____
Phone Number _____
Email _____

If there is to be a Transfer on Death (TOD) designation, please print the TOD's name, address, phone number and email address. Joint TOD owners should provide their respective names.

1. TOD's Printed Name: _____
2. Title, if applicable: _____
3. TOD's Address: _____
Street _____
City, State, Zip Code _____
Phone Number _____
Email _____

G. **Transfer Information.**

1. Identify the number(s) of the Unit certificate(s) affected: _____
2. Original dates of the Unit certificates affected: _____
3. Number of Units Transferred: _____
4. Purchase Price Per Unit: _____
5. Total Purchase Price: _____

(NOTE: If the transfer is made without consideration, type or print "N/A" in the space above for numbers 4 and 5)

H. **Type of Transfer.** Transferor and Transferee should check the appropriate box (or boxes) to indicate the type of transfer.

- Involuntary transfer to an administrator or trustee by operation of law (death of a joint tenant, intestacy, divorce, bankruptcy, conservatorship).
- Lifetime gift:
 - To Related Party within the definition of subsection d. of Section C.2. hereof.
Indicate relationship _____
 - To others.
- Lifetime transfer to a trust:
 - For the benefit of Related Party within the definition of subsection d. of Section C.2. hereof.
Indicate relationship _____
 - For the benefit of others.
- Transfer pursuant to a Will or trust of a deceased member:
 - Transfer is to Related Party within the definition of subsection d. of Section C.2. hereof.
Indicate relationship _____
 - Transfer is not to a Related Party of the deceased member.
- Transfer for value to a Related Party within the definition of subsection d. of Section C.2. hereof.
- Transfer for value to a third party who is NOT a Related Party within the definition of subsection d. of Section C.2. hereof

Attention! If the transfer is to a trust, please provide copies of the following pages of the trust instrument: title page, signature page, and the page that identifies the Trustee(s).

Attention! If the transfer is requested due to a member's death, please provide a certified copy of the death certificate, letters of appointment of executor or administrator, and designation of attorney form.

I. **Additional Transferee Information.** The Transferee, named above, certifies the following under penalties of perjury:

1. **Form of Ownership:** Check the appropriate box (one only) to indicate form of ownership. If the Transferee is a Custodian, Corporation, Partnership or Trust, please provide the additional information requested.
 - Individual
 - Joint Tenants with Right of Survivorship (both signatures must appear on page 10)

- Corporation or Partnership (Corporate Resolutions or Partnership Agreement must be enclosed)
- Trust (Signature and title pages of Trust Agreement and all amendments must be enclosed)

Trustee's Name: _____
 Trust Date: _____

- Other: Provide detailed information below:

2. **Transferee's Taxpayer Information.** Check the appropriate box if you are a non-resident alien, a U.S. citizen residing outside the United States or subject to back-up withholding. Trusts should provide their taxpayer identification number. Custodians should provide the minor's Social Security Number. All individual transferees should provide their Social Security Number. Other entities should provide their taxpayer identification number. Transferees who are concerned about listing their Social Security Number(s) on this form may provide it to the Company separately.

- Check box if you are a non-resident alien
- Check box if you are a U.S. citizen residing outside of the United States
- Check this box if you are subject to backup withholding

Transferee's Social Security Number: _____
 Joint Transferee's Social Security Number: _____
 Taxpayer Identification Number: _____

J. **Representations and Warranties.** Transferor and Transferee, named above, in order that the Company may rely thereupon, each hereby represent and warrant to the Company that the information set forth herein is true and correct and complete in all material respects, including but not limited to the information regarding the purchase price of the Units set forth in Section G hereof, and whether the transfer and the Transferee constitute a Related Party transfer and a Related Party, respectively, set forth in Section H hereof. In addition, Transferor and Transferee each hereby represent and warrant to the Company as follows:

1. **Transferor's Representations and Warranties.** By signing this Unit Transfer Agreement and Application Form, Transferor represents and warrants to the Company that he, she or it:
 - a. Has received all financial and other information about the Company that he, she or it deems necessary or appropriate to form a decision regarding the sale and transfer of Units hereunder;
 - b. Has had an opportunity to obtain, and has received, any additional information about the Company, and has had an opportunity to ask such questions of, and receive answers from, the Company or an authorized agent or representative of the Company, to the extent Transferor deems necessary or appropriate to form a decision regarding the sale and transfer of Units hereunder;

- c. As a result, has sufficient knowledge and information about the business, management, financial affairs and future prospects of the Company he, she or it deems necessary or appropriate to make a decision regarding the sale and transfer of Units hereunder;
- d. Has such knowledge and experience in financial and business matters that he, she or it is capable of evaluating the merits and risks of the purchase and transfer of Units hereunder or has obtained, to the extent he, she or it deems necessary, his, her, or its own professional advice with respect to the decision to purchase and transfer Units hereunder;
- e. Understands and agrees that the Company has made and makes no representation or warranty to Transferee regarding the fairness or adequacy of the purchase price of the Units to be transferred hereunder, and that the negotiation and agreement to transfer the Units has been made solely by Transferor without the assistance or involvement of the Company; and
- f. Agrees to indemnify and hold the Company harmless for any damages, loss, cost, or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from the transfer of Units from Transferor to Transferee.

2. **Transferee's Representations and Warranties.** By signing this Unit Transfer Agreement and Application Form, Transferee represents and warrants to the Company that he, she or it:

- a. Has received all financial and other information about the Company that he, she or it deems necessary or appropriate to form a decision regarding the purchase and transfer of Units hereunder;
- b. Has had an opportunity to obtain, and has received, any additional information about the Company, and has had an opportunity to ask such questions of, and receive answers from, the Company or an authorized agent or representative of the Company, to the extent Transferee deems necessary or appropriate to form a decision regarding the purchase and transfer of Units hereunder;
- c. As a result, has sufficient knowledge and information about the business, management, financial affairs and future prospects of the Company he, she or it deems necessary or appropriate to make a decision regarding the sale and transfer of Units hereunder;
- d. Has such knowledge and experience in financial and business matters that he, she or it is capable of evaluating the merits and risks of the sale and transfer of Units hereunder or has obtained, to the extent he, she or it deems necessary, his, her, or its own professional advice with respect to the decision to sell and transfer Units hereunder;
- e. Understands and agrees that the Company makes no representation or warranty to Transferee regarding the fairness or adequacy of the purchase price of the Units to be transferred hereunder, and that the negotiation and agreement to transfer the Units has been made solely by Transferee without the assistance or involvement of the Company;

- f. Understands that an investment in the Units of the Company involves risks, and that the profitability of the Company can go up or down or that the Company may lose money for a variety of reasons, most of which are outside of the control of the Company, including but not limited to the following reasons:
- 1) Increases in corn or energy prices could significantly harm the Company's business because there is little correlation between these production costs and the price of ethanol; fluctuations in corn prices;
 - 2) The supply of ethanol has been increasing rapidly, which may cause ethanol prices to decline significantly if demand does not keep pace; and
 - 3) Federal and state regulations and incentives that support the price of ethanol may change, making it more difficult or preventing us from earning a profit or paying our debts;

And that, as a result of these factors and others, the Company may not be able to operate profitably which would have a substantial and material negative impact on the price of the Units and may prevent he, she or it from being able to sell the Units at the price paid for them or at all. Accordingly, Transferee understands and agrees that he, she or it can withstand the total loss of investment in the Units.

- g. Intends to acquire the Units for his/her/its own account without a view to public distribution or resale and that he/she/it has no contract, undertaking, agreement or agreement to sell or otherwise transfer or dispose of any Units or any portion thereof to any other person;
- h. Understands that there is no public market for the Units, that the Units will not trade on an exchange or automatic quotation system, that no such market is expected to develop in the future and that there are significant restrictions on the transferability of the Units;
- i. Has received a copy of the Operating Agreement, and understands that the Transferee and the Units will be bound by the provisions of the Operating Agreement which contain, among other things, provisions that restrict the transfer of Units;
- j. Understands that the Units are subject to substantial restrictions on transfer under state and federal securities laws along with restrictions in the Operating Agreement and agrees that if the Units or any part thereof are sold or distributed in the future, Transferee shall sell or distribute them pursuant to the terms of the Operating Agreement, and the requirements of the Securities Act of 1933, as amended, and applicable state securities laws;
- k. Agrees to indemnify and hold the Company harmless for any damages, loss, cost, or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from the transfer of Units from Transferor to Transferee;
- l. Understands that the Company will place a restrictive legend on any certificate representing the Units purchased hereunder containing substantially the

following language as the same may be amended by the Board in their sole discretion:

THE TRANSFERABILITY OF THE UNITS REPRESENTED BY THIS CERTIFICATE IS RESTRICTED. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, OR TRANSFERRED, NOR WILL ANY ASSIGNEE, VENDEE, TRANSFEREE, OR ENDORSEE THEREOF BE RECOGNIZED AS HAVING ACQUIRED ANY SUCH UNITS FOR ANY PURPOSES, UNLESS AND TO THE EXTENT SUCH SALE, TRANSFER, HYPOTHECATION, OR ASSIGNMENT IS PERMITTED BY, AND IS COMPLETED IN STRICT ACCORDANCE WITH, APPLICABLE STATE AND FEDERAL LAW AND THE TERMS AND CONDITIONS SET FORTH IN THE OPERATING AGREEMENT OF MID-MISSOURI ENERGY, LLC.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, OFFERED FOR SALE, OR TRANSFERRED IN THE ABSENCE OF EITHER AN EFFECTIVE REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND UNDER APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND UNDER APPLICABLE STATE SECURITIES LAWS.

[SIGNATURES ON NEXT PAGE]

Signature of Transferor/Joint Transferors:

The undersigned Transferor(s) hereby certifies (certify) that the representations and warranties in this Unit Transfer Agreement and Application Form are true and correct. The undersigned Transferor(s) does (do) hereby irrevocably constitute and appoint the officers of Mid-Missouri Energy, LLC as attorney-in-fact to transfer the said Units as the case may be on the books of said company, with full power of substitution in the premises.

Date: _____

Individuals:

Entities:

Name of Individual Transferor (Please Print)

Name of Entity (Please Print)

Signature of Individual

Print Name and Title of Officer

Name of Joint Individual Transferor (Please Print)

Signature of Officer

Signature of Joint Individual Transferor

Signature of Transferee/Joint Transferees

The undersigned Transferee (s) hereby certifies (certify) that the representations and warranties in this Unit Transfer Agreement and Application Form are true and correct.

Date: _____

Individuals:

Entities:

Name of Individual Transferee (Please Print)

Name of Entity (Please Print)

Signature of Individual

Print Name and Title of Officer

Name of Joint Individual Transferee (Please Print)

Signature of Officer

Signature of Joint Individual Transferee

APPROVAL OF TRANSFER BY MID-MISSOURI ENERGY, LLC

Pursuant to the Operating Agreement of Mid-Missouri Energy, LLC, the transfer of the Units to Transferee as described in this Unit Transfer Agreement and Application Form is hereby approved, with said transfer to be effective on _____.

Dated this _____ day of _____, 20____.

MID-MISSOURI ENERGY, LLC

By: _____

Its: _____

Appendix A

Member Signature Page to Operating Agreement

[See following page]

**MEMBER SIGNATURE PAGE TO
OPERATING AGREEMENT**

IN WITNESS WHEREOF, the undersigned Member has duly executed this Operating Agreement effective as of October 1, 2010, as the same may be amended from time to time (the "Operating Agreement"), and hereby agrees to be bound as a Member pursuant to the terms of the Operating Agreement of MID-MISSOURI ENERGY, LLC.

Membership Name: _____

Owner Signature

Joint Owner Signature

Owner Print Name

Joint Owner Print Name

Address:

Phone/cell: _____

Email: _____