

**EAST KANSAS AGRI-ENERGY, L.L.C.  
PRIVATE TRANSFER APPLICATION**

A. **General Instructions.** As described in the Company's Unit Transfer System Manual, proposed transfers of units in East Kansas Agri-Energy, L.L.C. ("EKAE") that are not being conducted through the Trading Service provided by Variable Investment Advisors, Inc. on AgStockTrade.com must qualify as a "private transfer" under applicable tax and securities laws. EKAE is only permitted to approve a limited number of transfers that are neither made through the Trading Service nor qualify as private transfers. Please refer to the Unit Transfer System manual for additional information relating to transfers of units in EKAE.

1. The person or entity desiring to transfer the units of East Kansas Agri-Energy, L.L.C. ("Transferor") and the person or entity desiring to acquire the units ("Transferee") must complete all respective information required in this Private Transfer Application, and date and sign this Private Transfer Application at page 8.

2. Transferee must complete all information required by the Member Signature Page of the Second Amended and Restated Operating Agreement, and date and sign the Member Signature Page (the last page attached to this Private Transfer Application).

3. Transferor must execute the reverse side of the certificate(s) representing Transferor's Units in East Kansas Agri-Energy, L.L.C.

4. If applicable (pursuant to Part E below), a Transferor that has granted a security interest to a lender or other lien holder in the units to be transferred must submit the lender's or lien holder's consent to the proposed transfer and the lender or lien holder's transfer instructions.

5. In order to assist EKAE's Board of Directors in determining whether the proposed transfer will qualify as a "private transfer", the Transferor or Transferee, as applicable, must provide the following documents:

- **If the transfer is requested due to a member's death**, a certified copy of a death certificate, letters of appointment of executor or administrator, and designation of attorney form is required.
- **If the transfer is to a trust**, copies of the following pages in the trust investment must be included: the title page, signature page and page identifying the trustee.
- **If the transfer is to a corporation, partnership or limited liability company**, a corporate resolution and the bylaws, operating agreement or partnership agreement of the entity must be provided.

6. The parties should deliver each of the original executed documents referenced in Items 1, 2, 3, 4 and 5 of these Instructions to:

East Kansas Agri-Energy, L.L.C.  
1304 South Main St.  
Garnett, KS 66032  
(785) 448-2888

B. **Transferor Information.** Please print your individual or entity name and 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 \_\_\_\_\_
4. Is the Transferor a director, officer or Owner of 10% or more of a class of EKAE's outstanding Units? (If yes, please specify) \_\_\_\_\_

C. **Transferee Information.** Please print your individual or entity name and 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 \_\_\_\_\_

D. **Transfer Information.**

1. What is the number of the unit certificate(s) to be transferred? \_\_\_\_\_
2. What is the date on the unit certificate(s)? \_\_\_\_\_
3. How many units are being transferred\*? \_\_\_\_\_
4. How many units are being retained by the transferor (if any)? \_\_\_\_\_
5. What is the class of units being transferred (Class A, B or C)? \_\_\_\_\_
6. Is the Transferor giving the units away? \_\_\_\_\_
7. Is the Transferor receiving consideration (in the form of money or otherwise) in exchange for the Units? \_\_\_\_\_
  - If so, how much (per unit) is the Transferor selling the units? \_\_\_\_\_
  - If so, what is the total sale price (for all units)? \_\_\_\_\_

**\*Class B units may only be transferred in increments of 10 Units. All units must be transferred in whole-unit increments.**

E. **Security Interests.** Transferor and Transferee should check the appropriate box to indicate whether a security interest has been granted in the units to be transferred.

Transferor certifies that (choose one):

- Transferor has not granted to a lender or other lien holder a security interest in the units to be transferred.

- Transferor has granted to a lender or other lien holder a security interest in the units to be transferred, and the lender's or lien holder's consent to transfer and transfer instructions accompany the delivery of this form and the other documents identified in Part A.

Transferee certifies that (choose one):

- Transferee has not granted to a lender or other lien holder a security interest in the units to be transferred.
- Transferee has granted to a lender or other lien holder a security interest in the units to be transferred.

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

- A transfer by gift in which the Transferee's tax basis in the units Transferred is determined by reference to the Transferor's tax basis in the interests transferred. Please specify which of the following is applicable:

- Lifetime Gift

- To a family member of the Transferor.

Indicate relationship: \_\_\_\_\_

- To others

- Lifetime transfer to a trust (not as a result of death)

- For the benefit of the spouse or descendant(s) of a Member of EKAE. Indicate relationship \_\_\_\_\_

- For the benefit of others

- Involuntary transfer by operation of law due to a Member's divorce, bankruptcy, conservatorship, etc. Please specify: \_\_\_\_\_

- Transfer without consideration between an entity and its owners

- A transfer at a Member's death. Please specify which of the following is applicable:

- Transfer pursuant to a will or trust of the deceased Member

- Transfer is to spouse or descendant(s) of the deceased Member. Indicate relationship \_\_\_\_\_

- Transfer is not to spouse or descendants of the deceased Member

- Transfer by operation of law due to intestacy of the deceased Member

- Transfer by operation of law due to death of a joint tenant
- A transfer between members of a family (“Family” is defined as a person’s brothers and sisters, whether by whole or half blood, spouse, ancestors and lineal descendants). Indicate Relationship of Transferee to Transferor: \_\_\_\_\_
- A transfer involving distributions from a retirement plan qualified under Section 401(a) of the Internal Revenue Code or an individual retirement account
- Block transfer of units representing in the aggregate more than 2% of the total issued and outstanding units in one or more transactions during any 30 day period by a person and any related person. (“Related persons” generally include members of a family, an individual and an entity majority owned by such individual, 2 entities that are majority owned by the same persons, the grantor and fiduciary of a trust, the fiduciary and beneficiary of a trust, and the executor and beneficiary of an estate)
- A transfer or series of related transfers by one or more Members (acting together) which, in the aggregate, involves the Transfer of fifty percent (50%) or more of the outstanding units
- None of the above apply

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**G. 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 8)
  - Corporation, Limited Liability Company or Partnership (Corporate Resolutions and Bylaws, Operating Agreement, or Partnership Agreement must be enclosed)
  - Trust (Signature and title pages of Trust Agreement, the page of the Trust Agreement identifying the trustee, and all amendments must be enclosed)

Trustee’s Name: \_\_\_\_\_

Trust Date: \_\_\_\_\_

- Other: Provide detailed information below.

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- 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. KEOGHS should provide the taxpayer identification number of the account and the social security number of the accountholder. Trusts should provide their taxpayer identification number. Custodians should provide the minor's social security number. All individual transferees and IRA transferees should provide their social security number. Other entities should provide their taxpayer identification number.

- 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 No. \_\_\_\_\_

Joint Transferee's Social Security No. \_\_\_\_\_

Taxpayer Identification No. \_\_\_\_\_

- 3. **Member Report Address.** If Transferee would like duplicate copies of member reports sent to an address that is different than the address identified in section C, please complete this section.

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

- 4. **Representations and Warranties.** You must read and certify your representations and warranties and sign and date this Private Transfer Application.

By signing below, **Transferee and Transferor** represent and warrant to EKAE that he, she or it understands that the transfer proposed in this Private Transfer Application will not become valid and effective unless the Board of Directors of EKAE has approved the transfer.

By signing below, **Transferee** represents and warrants to EKAE that he, she or it:

- a. agrees to be bound and governed by the provisions, rules and regulations of the Articles of Organization and Second Amended and Restated Operating Agreement of EKAE and, if applicable, policies of EKAE, all as amended from time to time;

- b. 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 arrangement to sell or otherwise transfer or dispose of any Units or any portion thereof to any other person;
- c. understands that there is no present market for EKAE's membership units, that the membership 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 membership units;
- d. has received a copy of the EKAE Second Amended and Restated Operating Agreement and amendments thereto, and understands that the Transferee and the membership units will be bound by the provisions of the Second Amended and Restated Operating Agreement which contains, among other things, provisions that restrict the transfer of membership units;
- e. understands that the Units are subject to substantial restrictions on transfer under applicable tax and securities laws, along with restrictions in the EKAE Second Amended and Restated Operating Agreement and amendments thereto, and agrees that if the membership units or any part thereof are sold or distributed in the future, the Transferee shall sell or distribute them pursuant to the terms of the Second Amended and Restated Operating Agreement, and the requirements of the Securities Act of 1933, as amended, and applicable tax and securities laws;
- f. agrees to indemnify and hold EKAE harmless for any damage, loss, cost, or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from the improper transfer of units from the Transferor to the Transferee;
- g. understands that EKAE will place a restrictive legend on any certificate representing any unit containing substantially the following language as the same may be amended by the Directors of EKAE 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, TRANSFEE, 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 SECOND AMENDED AND RESTATED OPERATING AGREEMENT AND AGREED TO BY EACH MEMBER.

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.

; and

- h. understands that, to enforce the above legend, EKAE may place a stop transfer order with its registrar and stock transfer agent (if any) covering all certificates representing any of the membership units.

[SIGNATURES ON NEXT PAGE]

***Signature of Transferor/ Joint Transferor:***

The undersigned Transferor(s) hereby certifies (certify) that the representations and warranties in this Private Transfer Application are true and correct. The undersigned Transferor(s) does (do) hereby irrevocably constitute and appoint the officers of East Kansas Agri-Energy, L.L.C. 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 Transferee:***

The undersigned Transferee(s) hereby certifies (certify) that the representations and warranties in this Private Transfer Application 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

(Use this signature block when the transfer is a "Permitted Transfer" that does not require approval by the Board of Directors pursuant to Section 9.2 of the Second Amended and Restated Operating Agreement)

***ACKNOWLEDGMENT OF TRANSFER BY  
EAST KANSAS AGRI-ENERGY, L.L.C.***

East Kansas Agri-Energy, L.L.C. hereby acknowledges the transfer of the above Units to a related party as described in this Private Transfer Application.

Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**EAST KANSAS AGRI-ENERGY, L.L.C.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

(Use this signature block when the transfer is a "Permitted Transfer" that requires approval by the Board of Directors pursuant to Section 9.2 of the Second Amended and Restated Operating Agreement)

***APPROVAL OR DISAPPROVAL OF TRANSFER BY  
EAST KANSAS AGRI-ENERGY, L.L.C.***

Pursuant to Section 9.2 of the Second Amended and Restated Operating Agreement of East Kansas Agri-Energy, L.L.C., the transfer to Transferee is:  approved  disapproved by the Directors by an action taken on \_\_\_\_\_, 200\_\_.

**EAST KANSAS AGRI-ENERGY, L.L.C.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**MEMBER SIGNATURE PAGE**

**ADDENDUM  
TO THE  
EAST KANSAS AGRI-ENERGY, L.L.C.  
OPERATING AGREEMENT**

The undersigned does hereby represent and warrant that the undersigned, as a condition to becoming a Member in East Kansas Agri-Energy, L.L.C. (the "Company"), has received a copy of the Second Amended and Restated Operating Agreement, dated March 1, 2008, and, if applicable, all amendments and modifications thereto, and does hereby agree that the undersigned, along with the other parties to the Second Amended and Restated Operating Agreement, shall be subject to and comply with all terms and conditions of said Second Amended and Restated Operating Agreement in all respects as if the undersigned had executed said Second Amended and Restated Operating Agreement on the original date thereof and that the undersigned is and shall be bound by all of the provisions of said Agreement from and after the date of execution hereof.

***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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Agreed and accepted on behalf of the  
Company and its Members:

EAST KANSAS AGRI-ENERGY, L.L.C.

By: \_\_\_\_\_

Its: \_\_\_\_\_

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