

**ADVANCED BIOENERGY, LLC
UNIT TRANSFER APPLICATION**

A. General Instructions.

1. The person or entity transferring the membership units ("Units") of Advanced BioEnergy, LLC ("Transferor") and the person or entity acquiring the Units ("Transferee") must complete all respective information required in this Unit Transfer Application, and date and sign this Unit Transfer Application at page 6.
2. Transferee must complete all information required by the Member Signature Page of the Operating Agreement, and date and sign the Member Signature Page (page 8).
3. Transferor must execute the reverse side of the certificate(s) representing Transferor's Units in Advanced BioEnergy, LLC.
4. The parties should deliver each of the original executed documents referenced in Items 1, 2 and 3 of these Instructions to:

Advanced BioEnergy, LLC
8000 Norman Center Drive, Suite 610
Bloomington, MN 55437

B. Transferor Information. Please print your individual or entity name and address. Joint owners should each provide their names.

1. Transferor's Printed Name(s): _____

2. Title, if applicable: _____
3. Transferor's Address: _____
Street _____
City, State, Zip Code _____
4. Are you a director, officer, or member who holds greater than 10% of a class of equity securities? Please circle one: **YES** **NO**

C. Transferee Information. Please print your individual or entity name and address. Joint transferees should provide both names.

1. Transferee's Printed Name(s): _____

2. Title, if applicable: _____
3. Transferee's Address: _____
Street _____
City, State, Zip Code _____
Phone Cell: _____
Home: _____
Work: _____
Email: _____

D. **Transfer Information.**

1. How many Units are being transferred? _____
2. What is the date on the Unit certificate(s)? _____
3. What is the Certificate Number/s? _____
4. Is the Transferor giving the Units away? _____
5. For how much (per Unit) is the Transferor selling the Units? _____
6. What is the total sale price for all Units? _____

E. **Type of Transfer.** Transferor should check the appropriate box (or boxes) to indicate the type of transfer. More than one box may be checked.

1. Transfer due to the Transferor's death, divorce, bankruptcy, conservatorship, etc.
2. Lifetime gift
 - To a family member of the Transferor
Relationship _____
 - To others
3. Transfer to a trust (not as a result of death)
 - For the benefit of the spouse or descendant(s) of a Transferor
Relationship _____
 - For the benefit of others
4. Transfer pursuant to a will or trust of a deceased Transferor
 - Transfer is to spouse or descendant(s) of the deceased Transferor
Relationship _____
 - Transfer is **not** to descendants of the deceased Transferor.
5. Transfer to another Member or to an Affiliate (directors, officers, or members who hold greater than 10% of a class of equity securities) or Related Party of another Member (as those terms are defined in the Operating Agreement)
6. Transfer between an entity and its owners
7. Transfer or sale to an unrelated third party

Please Note:

- **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).**
- **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.**

F. **Additional Transferee (Recipient) 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 6)
- Corporation or Partnership
(Corporate Resolutions or Partnership Agreement must be enclosed)
- Trust
(Signature and title pages of Trust Agreement with 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. 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. Individual transferees and IRA 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 in a separate document.**

- 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. Transferee's Representations and Warranties. You must read and certify your representations and warranties and sign and date this Unit Transfer Application.

By signing below, Transferee represents and warrants to Advanced BioEnergy, LLC (the "Company") that he, she or it:

- a. 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;
- b. understands that, although the Units may currently be offered for sale through the AgStock.com Alternative Trading Systems, there are limitations on the manner in which they may be offered and sold, and that there are significant restrictions on the transferability of these Units;
- c. has received a copy of the Company's Operating Agreement, and understands that the Transferee and the Units will be bound by the provisions of the Operating Agreement, which contains, among other things, provisions that restrict the transfer of these Units;
- d. understands that the Units are subject to substantial restrictions on transfer under federal and state securities laws along with restrictions in the Company Operating Agreement and agrees that if the Units or any part thereof are sold or distributed in the future, the Transferee may 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;
- e. agrees to indemnify and hold the Company 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;
- f. understands that the Company 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 the Company 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 AMENDED AND RESTATED OPERATING AGREEMENT AS 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

g. understands that, to enforce the above legend, the Company 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 Unit Transfer Application are true and correct. The undersigned Transferor(s) does (do) hereby irrevocably constitute and appoint the officers of Advanced BioEnergy, LLC as attorney-in-fact to transfer these Units as the case may be on the Company’s books, with full power of substitution in the premises. Transferor acknowledges that once signed and returned to Advanced BioEnergy, LLC, this Unit Transfer Application is irrevocable except with the consent of Advanced BioEnergy, LLC, which may, in its sole discretion, grant or withhold the consent.

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 Unit 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 requires approval by the Board of Directors pursuant to Section 9.2 of the Operating Agreement)

**APPROVAL OR DISAPPROVAL OF TRANSFER BY
ADVANCED BIOENERGY, LLC**

Pursuant to Section 9.2 of the Operating Agreement of Advanced BioEnergy, LLC the transfer to Transferee is:

approved disapproved by the Directors by an action taken on the ____ day of _____, 201__.

ADVANCED BIOENERGY, LLC

By: _____

Its: _____

(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 Operating Agreement)

ACKNOWLEDGMENT OF TRANSFER BY ADVANCED BIOENERGY, LLC.

Advanced BioEnergy, LLC hereby acknowledges the transfer of the above Units to an affiliate or related party as described in this Unit Transfer Application.

Dated this _____ day of _____, 201__.

ADVANCED BIOENERGY, LLC

By: _____

Its: _____

MEMBER SIGNATURE PAGE

**ADDENDA TO THE
FIFTH AMENDED AND RESTATED OPERATING AGREEMENT
OF ADVANCED BIOENERGY, LLC**

The undersigned does hereby represent and warrant that the undersigned, as a condition to becoming a Member in Advanced BioEnergy, LLC, has received a copy of the Fifth Amended and Restated Operating Agreement dated March 16, 2012, and, if applicable, all amendments and modifications thereto, and does hereby agree that the undersigned, along with the other parties to the Fifth Amended and Restated Operating Agreement, shall be subject to and comply with all terms and conditions of said Fifth Amended and Restated Operating Agreement in all respects as if the undersigned had executed said Fifth 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 Fifth Amended and Restated Operating Agreement from and after the date of execution hereof.

Individuals:

Entities:

Name of Individual Member (Please Print)

Name of Entity (Please Print)

Signature of Individual

Print Name and Title of Officer

Name of Joint Individual Member (Please Print)

Signature of Officer

Signature of Joint Individual Member

**Agreed and Accepted on Behalf of the
Company and its Members:**

ADVANCED BIOENERGY, LLC

By: _____

Its: _____