

**UNITED WISCONSIN GRAIN PRODUCERS, L.L.C.
UNIT TRANSFER APPLICATION**

A. General Instructions.

1. The person or entity transferring the units of United Wisconsin Grain Producers, L.L.C. ("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 (the last page attached to this Unit Transfer Application).

3. Transferor must execute the reverse side of the unit certificate(s) representing Transferor's Units in United Wisconsin Grain Producers, L.L.C. ***This signature must be notarized.*** The unit certificate must be returned with this application.

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

United Wisconsin Grain Producers, L.L.C.
W1231 Tessmann Drive
Post Office Box 247
Friesland, WI 53935

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

Name(s): _____
Title: _____
Address: _____

C. Transferee Information. Please print your individual or entity name and address. Joint owners should provide their respective names.

Name(s): _____
Title: _____
Address: _____
Phone: _____
Email: _____

D. Transfer Information.

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

FOR OFFICE USE ONLY			
Date Received:	# of units Transferred:	Total # of units Owned (prior to transfer):	Listed on web (circle one): Yes No Date Listed:
Eligible for Safe Harbor (circle one): Yes No If Yes: QMS Other	Effective Date:	Date Approved by Board:	Stock Certificate Received/Back Signed? Yes No

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

- ☐ Lifetime gift or transfer in exchange for no value or consideration
- ☐ To spouse or other relative
- Indicate relationship _____
- ☐ To others
- Indicate relationship _____
- ☐ To a trust for the benefit of _____

- ☐ Transfer as a result of the death of a Member
- ☐ To joint tenant or beneficiary
- ☐ Pursuant to a Will, trust, or laws of intestacy
- ☐ Other manner of transfer: _____

Note: Please provide certified copies of the death certificate and the following documents as applicable: court appointed letters of administration (Domiciliary Letters, Letters of Special Administration, Letters of Trust) and Certificate of Trustee along with the title page, signature page, and page(s) identifying the Trustee(s).

- ☐ Transfer to another Member or to an Affiliate or Related Party of another Member (as those terms are defined in the Operating Agreement of United Wisconsin Grain Producers, L.L.C.).

Indicate relationship _____

- ☐ Transfer for value to a third party to be approved by a majority of the Directors, as shown on page 7 of this Unit Transfer Application.

- ☐ Involuntary transfer to an administrator, trustee or other authorized parties by operation of law (divorce, bankruptcy, guardian)

F. **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 an entity, Trust, or court appointed fiduciary, please provide the additional information requested.

- ☐ Individual
- ☐ Joint Tenants with Right of Survivorship (*Both signatures must appear below and on page 6*)
- ☐ Tenants in Common without Right of Survivorship (*Both signatures must appear below and on page 6*)
- ☐ Corporation, Limited Liability Company, or other entity (*please provide a Certificate of Status, filed Articles, and signature resolution*)
- ☐ Trust (*please provide a Certificate of Trustee along with the title page, signature page, and page(s) identifying the Trustee(s)*); also provide:

Trustee's Name: _____

Trust Date: _____

- ☐ Other: Provide detailed information below.

NOTICE: Your election above regarding the Form of Ownership may control how your membership interest may be transferred at the time of your death and should be selected carefully based on the advice of legal counsel.

Print Name

Print Name

Signature

Signature

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. **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 United Wisconsin Grain Producers, L.L.C. ("UWGP") 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 there is no present market for UWGP'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;
- c. has received a copy of the UWGP Operating Agreement, and understands that the Transferee and the membership units will be bound by the provisions of the Operating Agreement which contains, among other things, provisions that restrict the transfer of membership units;

- d. understands that the Units are subject to substantial restrictions on transfer under state securities laws along with restrictions in the UWGP Operating Agreement 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 Operating Agreement, and the requirements of the Securities Act of 1933, as amended, and applicable state securities laws;
- e. agrees to indemnify and hold UWGP 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 UWGP 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 UWGP 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 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

- g. understands that, to enforce the above, UWGP 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 PAGES]

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 United Wisconsin Grain Producers, 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:

Print Name of Individual Transferor

Name of Entity

Signature of Individual

Print Name and Title of Officer

Print Name of Additional Transferor

Signature of Officer

Signature of Additional Transferor

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by _____, Transferor(s).

*

Notary Public, State of
My commission expires: _____.

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:

Print Name of Individual Transferee

Name of Entity

Signature of Individual

Print Name and Title of Officer

Print Name of Additional Transferee

Signature of Officer

Signature of Additional Transferee

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by _____, Transferee(s).

*

Notary Public, State of _____
My commission expires: _____.

(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
UNITED WISCONSIN GRAIN PRODUCERS, L.L. C.***

United Wisconsin Grain Producers, L.L.C. hereby acknowledges the transfer of the above Units to a related party as described in this Unit Transfer Application.

Dated this _____ day of _____, 20__

UNITED WISCONSIN GRAIN PRODUCERS, 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 Operating Agreement)

***APPROVAL OR DISAPPROVAL OF TRANSFER BY
UNITED WISCONSIN GRAIN PRODUCERS, L.L. C.***

Pursuant to Section 9.2 of the Operating Agreement of United Wisconsin Grain Producers, L.L.C., the transfer to Transferee is: ____ approved ____ disapproved by the Directors by an action taken on _____, 20__.

UNITED WISCONSIN GRAIN PRODUCERS, L.L.C.

By: _____

Its: _____

MEMBER SIGNATURE PAGE

ADDENDUM TO THE UNITED WISCONSIN GRAIN PRODUCERS, L.L.C. OPERATING AGREEMENT

The Operating Agreement can be found at <http://www.uwgp.com/investfinancial>. You must login as a member on the website to view the Operating Agreement. If you would like a hard copy of this document, please contact UWGP at 920-348-5016 or email us at mail@uwgp.com.

The undersigned does hereby represent and warrant that the undersigned, as a condition to becoming a Member in United Wisconsin Grain Producers, L.L.C. (the "Company"), has received a copy of the Second Amended and Restated Operating Agreement, dated February 1, 2010, and, if applicable, all amendments and modifications thereto, and does hereby agree that the undersigned, along with the other parties to the Operating Agreement, shall be subject to and comply with all terms and conditions of said Operating Agreement in all respects as if the undersigned had executed said 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:

Print Name of Individual Transferee

Signature of Individual

Print Name of Additional Transferee

Signature of Additional Transferee

Date

Entities:

Name of Entity

Print Name and Title of Officer

Signature of Officer

Date

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

UNITED WISCONSIN GRAIN PRODUCERS, L.L.C.

By: _____

Its: _____

Date: _____