

**UNITED AGRI-ENERGY GROUP, LLC**

**UNIT TRANSFER INVESTMENT REPRESENTATION AGREEMENT**

THIS UNIT TRANSFER INVESTMENT REPRESENTATION AGREEMENT is made by the undersigned transferor (the "Transferor") and transferee (the "Transferee") of Class A Units ("Units") of United Agri-Energy Group, LLC, a Delaware limited liability company (the "Company"), in order to induce the Company to consent to the transfer of Units (the "Transfer Units") from the Transferor to the Transferee as described herein.

1. Representations and Warranties of the Transferor. The Transferor hereby represents and warrants to the Company that the Transferor is the legal and beneficial owner of the Transfer Units described on page 5 of this Agreement.

2. Representations and Warranties of the Transferee. The Transferee hereby represents and warrants to the Company as stated in the following paragraphs of this Section 2:

a. The Transferee represents and warrants that the Transferee has relied entirely on information supplied by the Transferor regarding the business and affairs of the Company and has received from the Transferor all information concerning the Company that the Transferee considers necessary or advisable in order to form a decision concerning the acquisition of the Transfer Units from the Transferor.

b. The Transferee hereby represents and warrants that the Transferee is an "Accredited Investor" as such term is defined in Regulation D of the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act"), because the Transferee is (check ALL that apply):

INDIVIDUALS:

- \_\_\_\_\_ (i) A natural person whose individual net worth (assets less liabilities), or joint net worth with his or her spouse, exceeds \$1,000,000.
- \_\_\_\_\_ (ii) A natural person whose individual income was in excess of \$200,000, or whose joint income with his or her spouse was in excess of \$300,000, in each of the two most recent years, and who has a reasonable expectation of reaching the same income level for the current year.
- \_\_\_\_\_ (iii) A director or an executive officer of the Company.

ENTITIES:

- \_\_\_\_\_ (iv) A bank, insurance company, registered investment or business development company, small business investment company or employee benefit plan.
- \_\_\_\_\_ (v) A savings and loan association, credit union, or similar financial institution, or a registered broker or dealer.
- \_\_\_\_\_ (vi) A private business development company as defined in the Investment Advisers Act of 1940.
- \_\_\_\_\_ (vii) An organization described in Section 501(c)(3) of the Internal Revenue Code, not formed with the specific purpose of acquiring the securities offered, with assets in excess of \$5,000,000.
- \_\_\_\_\_ (viii) A corporation, Massachusetts or similar business trust, or partnership, not formed with the specific purpose of acquiring the securities offered, with assets in excess of \$5,000,000.
- \_\_\_\_\_ (ix) A trust, not formed with the specific purpose of acquiring the securities offered, with assets in excess of \$5,000,000.

\_\_\_\_\_ (x) An entity in which all of the equity owners are accredited investors. Also check the item(s) [(i)-(ix)] that apply to the equity owners. *[This item is not available to an irrevocable trust.]*

\_\_\_\_\_ (xi) A self-directed IRA, Keogh, or similar plan of which the individual directing the investments qualifies as an “accredited investor” in one or more of items (i)-(x) above. Also check the item(s) [(i)-(x)] that apply to the individual.

If you do not meet any of the above definitions, please check here: \_\_\_\_\_

- c. The Transferee represents and warrants that the Transferee is:
- (i) acquiring the Transfer Units for the Transferee’s own account for investment purposes only, without any current intention to divide, share, transfer, resell or distribute all or any part of the Transfer Units or any rights therein;
  - (ii) aware the Transfer Units have not been registered under the Act or any state securities laws and, as a result, are restricted securities and not freely-tradable; and
  - (iii) able to bear the economic risk of an investment in the Transfer Units for an indefinite period.
- d. The Transferee represents and warrants that the Transferee understands that:
- (i) an investment in the Transfer Units is speculative and involves a high degree of risk;
  - (ii) it will be difficult to sell or otherwise dispose of the Transfer Units because the Limited Liability Company Agreement of the Company contains significant restrictions on transfer of the Units, because no public trading market currently exists or is expected to develop for the Units and because the Units will not trade on any stock exchange or automatic quotation system;
  - (iii) the Units are suitable only as a long-term investment for persons who can afford to lose their entire investment; and
  - (iv) the Board of Managers of the Company reserves the right to reject the transfer of the Transfer Units for any reason, including if the board determines that an investment in the Transfer Units is not suitable for the Transferee.
- e. The Transferee has such knowledge and experience in financial and business matters that the Transferee is capable of evaluating the merits and risks of an investment in the Transfer Units or the Transferee has obtained, to the extent the Transferee deems necessary, the Transferee’s own professional advice with respect to the risks inherent in an investment in the Transfer Units, and the suitability of an investment in the Transfer Units in light of the Transferee’s financial condition and investment needs. The Transferee understands that an investment in the Transfer Units is not suitable for the Transferee if:
- (i) The Transferee cannot afford to lose the Transferee’s entire investment;
  - (ii) The Transferee will need to resell or liquidate the Transferee’s investment in the near term (the Units are an illiquid investment because no public trading market exists and the Units are subject to significant transfer restrictions);
  - (iii) The Transferee needs to receive an immediate return on the Transferee’s investment; or

(iv) The Transferee cannot tolerate the market and industry risk that is inherent in the ownership of land in Brazil.

f. The Transferee is a resident of or, if an entity, has its principal place of business in, the state identified on the State of Residence line on page 6 of this Unit Transfer Investment Representation Agreement.

g. The Transferee certifies, under penalties of perjury, that the Transferee is NOT subject to the backup withholding provisions of Section 3406(a)(i)(C) of the Internal Revenue Code of 1986, as amended. (Note: You are subject to backup withholding if: (i) you fail to furnish your Social Security number or taxpayer identification number herein; (ii) the Internal Revenue Service notifies the Company that you furnished an incorrect Social Security number or taxpayer identification number; (iii) you are notified that you are subject to backup withholding; or (iv) you fail to certify that you are not subject to backup withholding or you fail to certify your Social Security number or taxpayer identification number.)

*The Company reserves the right to request additional information from the Transferee to verify the information represented by the Transferee above.*

3. Securities Law Compliance. The Transferee acknowledges that the Transfer Units have not been registered under the Act or applicable state securities laws and that the Company will consent to transfer of the Transfer Units to the Transferee only in reliance on exemptions from the registration requirements of the Act and applicable state securities laws and in reliance on the Transferee's representations, warranties and agreements contained herein to evidence compliance with the Act and the securities laws of such states.

4. Transferability. The Transferee understands and agrees that the Transfer Units may not be transferred to any third party except in accordance with the Company's Limited Liability Company Agreement. As a consequence, the Transferee understands that the Transfer Units may be prohibited from sale or transfer for an extended period of time, that the Transferee must bear the economic risk of an investment in the Transfer Units for an indefinite period of time and that the Transferee may have extremely limited opportunities, if any, to dispose of the Transfer Units. The Transferee consents to the placement of a stop transfer order with any registrar and transfer agent for the Units and to the placement of appropriate legends consistent with the foregoing on any certificates which may be issued representing the Transfer Units.

5. Limited Liability Company Agreement. The Transferee has received a copy of the Limited Liability Company Agreement of the Company and the Transferee agrees that, upon acceptance by the Company of this Unit Transfer Investment Representation Agreement and transfer of the Transfer Units to the Transferee, Transferee shall be a party to and shall be bound by the provisions of the Limited Liability Company Agreement.

6. Binding Effect. Neither this Agreement nor any interest herein shall be assignable without the prior written consent of the Company. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

7. Representations to Survive Transfer. The representations, warranties and agreements of the Transferor and the Transferee contained in this Agreement will remain operative and in full force and effect and will survive the acquisition of the Transfer Units by the Transferee and the registration of the transfer of the Transfer Units to the Transferee on the Unit record books of the Company.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflict of laws rules.

9. Headings. The section headings in this Unit Transfer Investment Representation Agreement are for convenience of reference only and shall not limit or affect the interpretation of the provisions hereof.

IN WITNESS WHEREOF, the Transferor and the Transferee have executed this Unit Transfer Investment Representation Agreement as of the day and year set forth on the following pages and request the consent of the Company to the transfer of the Transfer Units as described.

**TRANSFER UNITS**

Number of Transfer Units to be transferred: \_\_\_\_\_

Price Per Unit: \$\_\_\_\_\_

**TRANSFEROR INFORMATION AND SIGNATURE(S)**

**Transferor Information:**

**Transferor:**

**Joint or Additional Transferor (or IRA owner):**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
City State Zip Code

(\_\_\_\_\_) \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_

Telephone Number (include area code)

Telephone Number (include area code)

\_\_\_\_\_  
Social Security or Taxpayer Identification Number\*

\_\_\_\_\_  
Social Security or Taxpayer Identification Number\*

State of Residence: \_\_\_\_\_

State of Residence: \_\_\_\_\_

**Transferor Signature(s)**

**Individuals:**

(Includes joint tenants, tenants in common and individual IRA beneficiaries)

**Entities:**

(Includes corporations, limited liability companies, partnerships, cooperatives, trusts and IRA custodians)

\_\_\_\_\_  
Name of Individual Transferor

\_\_\_\_\_  
Name of Entity Transferor

\_\_\_\_\_  
Signature of Individual Transferor

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Joint Individual Transferor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Joint Individual Transferor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**TRANSFEEE INFORMATION AND SIGNATURE(S)**

**Form of Ownership** (check applicable box)

- Individual
- Joint Tenants with Right of Survivorship (both signatures must appear below)
- Tenants in Common (all signatures must appear below)
- Individual Retirement Account (signatures of both account owner and trustee or custodian are required)
- Corporation, Limited Liability Company, Partnership or other entity (corporate or limited liability company resolutions or partnership agreement must be provided)
- Trust (title and signature pages of trust agreement and all amendments must be provided):  
 Trustee Name(s): \_\_\_\_\_  
 Date of trust agreement or last amendment: \_\_\_\_\_
- Other: Provide detailed information: \_\_\_\_\_  
 \_\_\_\_\_

**Transferee Information**

*Names and addresses will be recorded exactly as printed below.*

**Transferee:**

**Joint or Additional Transferee (or IRA owner):**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
City State Zip Code

(\_\_\_\_\_) \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_

Telephone Number (include area code)

Telephone Number (include area code)

\_\_\_\_\_  
Social Security or Taxpayer Identification Number\*

\_\_\_\_\_  
Social Security or Taxpayer Identification Number\*

State of Residence: \_\_\_\_\_

State of Residence: \_\_\_\_\_

- Check this box if Transferee is a non-resident alien.
- Check this box if Transferee is a U.S. Citizen residing outside of the United States.
- Check this box if Transferee is subject to backup withholding.

- Check this box if joint or additional Transferee is a non-resident alien.
- Check this box if joint or additional Transferee is a U.S. Citizen residing outside of the United States.
- Check this box if joint or additional Transferee is subject to backup withholding.

(\*Note: If more than one social security number is required to be provided, the Company will deliver Schedules K-1 and notices to the Transferee and address associated with the first social security number.)

**Transferee Signature(s):**

**You understand that the Company is relying on the representations, warranties and other information set forth in this Unit Transfer Investment Representation Agreement with respect to the transfer of the Transfer Units. By signing below, you certify that all information provided in this Unit Transfer Investment Representation Agreement is accurate and complete as of the date listed below.**

**Individuals:**

(Includes joint tenants, tenants in common and individual IRA beneficiaries)

**Entities:**

(Includes corporations, limited liability companies, partnerships, cooperatives, trusts and IRA custodians)

\_\_\_\_\_  
Name of Individual Transferee

\_\_\_\_\_  
Name of Entity Transferee

\_\_\_\_\_  
Signature of Individual Transferee

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Joint Individual Transferee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Joint Individual Transferee

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CONSENT OF COMPANY**

United Agri-Energy Group, LLC hereby consents to the transfer described in the foregoing Unit Transfer Investment Representation Agreement.

**UNITED AGRY-ENERGY GROUP, LLC**

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

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

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