

Variable Investment Advisors, Inc.
AgStockTrade.com
 4305 South Louise Avenue, Suite 101A
 Sioux Falls, SD 57106-3115

Agreement for Sale of Shares of SoyMor Cooperative (Company)

Date of Agreement		Transaction ID	
Seller		Buyer	Undisclosed
Seller's Address			
Seller's Phone Number		Seller's Social Security Number	
Number of Shares Sold		Purchase Price Per Capital Share	\$
Class of Capital Shares Being Sold	Series 2, Class A Preferred	Total Purchase Price	\$
<i>Notes:</i>			

SELLER AND BUYER AGREE AS FOLLOWS:

1. **Sale.** Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller, the Shares. Seller certifies that Seller is the sole owner of and has the right to sell the Shares, free and clear of all liens and encumbrances, subject to the provisions of the *Company's* Articles of Organization and Bylaws (Operating Agreement). Buyer certifies that Buyer is either (i) currently a voting member of the *Company*, or (ii) is purchasing at least (5,000) Shares of the *Company* (in order to comply with the minimum ownership requirements of the *Company* as stated in the *Company's* Transfer Policy).

2. **Purchase Price.** Upon the execution of this Agreement by Buyer, Buyer shall pay the purchase price to First State Bank, Wilmot, SD (*Escrow Agent*), having its principal office located at First State Bank, Wilmot, SD by check, bank money order or wire transfer of funds. The *Escrow Agent* shall deposit the funds in a non-interest bearing account until the sale transaction is approved by the *Company's* Board of Directors. If the sale transaction is not approved by the *Company's* Board of Directors, the *Escrow Agent* shall return the funds to the Buyer. If the *Company's* Board of Directors approves the proposed sale of Shares, the *Escrow Agent* shall release to the Seller the funds no sooner than 45 calendar days from when the Shares were first listed, less the *Escrow Agent's* fees and expenses.

3. **Payment and Other Obligations.**

(a) Execution of this Agreement by Seller and Buyer cannot be prior to the 15th calendar day from when the Shares are listed. Within fourteen (14) days following execution of this Agreement by Seller and Buyer, Buyer shall deliver to *Escrow Agent*, the Buyer's check, bank money order, or in the alternative a completed wire transfer. In addition, within fourteen (14) days from the date of this Agreement, Buyer shall execute and return to **SoyMor** at 15200 780th Avenue, Albert Lea, MN 56007 a copy of this Agreement. Seller and Buyer agree that if either party fails to abide by the terms of this Agreement either party shall have any and all available remedies provided under law. Upon receipt of a copy of this Agreement by the *Company* from the Buyer, the *Company* will provide Buyer with a copy of the *Company's* Bylaws, along with a Membership Application, a copy of the *Company's* Transfer

SOYMOR COOPERATIVE

Policy and other documents as the *Company* deems necessary. Within seven (7) days of the receipt of documents from the *Company*, Buyer shall execute and return to the *Company* any and all documents as requested by the *Company*, including a signed Membership Agreement. Acceptance of the Membership Application by the *Company* binds the Buyer to all of the terms and conditions of the *Company's* Articles of Organization, Bylaws, and policies (including the requirement that all members of the *Company* own at least five thousand (5,000) Shares of the *Company* in order to be considered full members).

(b) Within fourteen (14) days of execution of this Agreement by Seller, Seller shall execute and return to **SoyMor** at 15200 780th Avenue, Albert Lea, MN 56007, a copy of this Agreement, along with the Seller's Share Certificate (representing the Shares being transferred) (or an affidavit of lost certificate, if applicable).

4. **Condition Precedent.** Seller and Buyer acknowledge that the *Company's* Board of Directors have the right and authority, in their sole discretion, to approve or deny the proposed sale of Shares and that if the *Company's* Board of Directors do not approve this transaction, this Agreement is null and void, and of no force and effect.

5. **Closing Date.** Upon the delivery of all required documents and agreements, approval by the *Company's* Board of Directors and the release of the funds by the *Escrow Agent*, all right, title, and interest of the Seller in the Shares and all incidents of ownership thereof shall be transferred to the Buyer and transferred on the books of said *Company*, effective upon the first day of the next fiscal quarter. Upon such approval and release of funds, the Seller hereby irrevocably constitutes and appoints the Secretary of the *Company* with authority to transfer said Shares to the Buyer on the books of the *Company* with full power of substitution.

6. **Bundling of Equity Rights.** Seller and Buyer agree that upon consummation of this transaction, Buyer shall succeed to any entitlement of the Seller that is based on patronage of the Seller (or any predecessor owner of the transferred interest) **including undistributed patronage dividends** with respect to transactions occurring prior to the effective date of the transfer, written notices of allocation, unit retains and any residual claim to distributions out of capital reserves or in liquidation, dissolution and winding-up of this *Company* under the *Company's* Bylaws or Transfer Policy, in proportion to and to the extent such entitlements relate to delivery obligations associated with the transferred capital stock. Upon the effective date of the transfer, any such entitlements shall vest automatically in the Buyer by operation of the *Company's* Bylaws or Transfer Policy, without reversion or impairment of the entitlement as a result of such transfer, without any requirement of action or execution of documents by any of the parties thereto. Notwithstanding the transfer of entitlements, the Seller must report as taxable income any patronage dividends distributed with respect to patronage transactions occurring prior to the effective date of the transfer and such amounts will be reflected in information returns filed by *Company* with state and federal taxing authorities

7. **Binding Agreement.** The Agreement shall be binding upon the parties, their heirs, successors, and assigns, and is governed by the laws of the State of Minnesota.

8. **Unsolicited Order.** Both Seller and Buyer acknowledge that they entered into this Agreement voluntarily. Neither **Variable Investment Advisors, Inc. (VIA)** or **AgStockTrade.com** has solicited or recommended the suitability of this transaction to either party. Both Buyer and Seller acknowledge that they have had the opportunity to consult with an attorney or other professional advisor.

9. **Fee.** Seller agrees to pay the *Escrow Agent* a fee based on the greater of: (i) two percent (2%) of the gross sales price for each sale of Shares, or (ii) \$175.00 per transaction.

10. **Acknowledgement of Articles of Organization and Bylaws and Release.** Buyer understands and agrees that, upon the consummation of this Agreement and the transactions contemplated hereby, Buyer shall be solely responsible for reviewing, understanding and complying with all obligations of members of the *Company* as stated in the *Company's* Articles of Organization and Bylaws. Additionally, Seller and Buyer agree to release, indemnify and hold harmless **VIA**, the *Company* and the *Escrow Agent* for any acts either may take in furtherance of this Agreement and the transactions contemplated hereby. All parties acknowledge that in the event of a conflict arising between Seller and Buyer, the *Escrow Agent* has the full right and authority to deposit any monies held by it with a

SOYMOR COOPERATIVE

state circuit court pursuant to South Dakota statute. Any legal action involving either **VIA** and/or the *Escrow Agent* shall be brought exclusively in the Circuit Court, Minnehaha County, South Dakota.

11. **Authorization.** Seller and Buyer hereby authorize *Company* to furnish to **VIA** information as is necessary to facilitate the transfer of the Shares.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument. As used herein, the term "counterparts" shall include full copies of this Agreement signed and delivered by facsimile transmission, as well as photocopies of such facsimile transmissions.

13. **Trading Suspension.** The Buy and Seller hereby acknowledge and agree that there may be certain circumstances where **SoyMor**, upon the advice of counsel or otherwise, determines that it is necessary or appropriate to suspend transfers and trading in its Shares in order to comply with applicable corporate and securities laws. The Buyer and Seller agree that in the event any such suspension of the transfer of Shares in **SoyMor** occurs prior to the completion of the transactions contemplated by this Agreement (including any suspension prior to approval of the transfer contemplated by this agreement by the Board of Directors of **SoyMor**) (an "Incomplete Transaction"), the Incomplete Transaction shall be null and void and of no force and effect. Any proceeds or Shares delivered with respect to any such Incomplete Transaction shall be returned to the party who delivered such items and the parties shall have no further liability or obligation to each other.

SELLER(S) for TRANSACTION ID:		
FOR INDIVIDUALS AND JOINT TENANTS		FOR BUSINESS ENTITIES
Signature	Date	Name of Business Entity
Signature (if necessary)	Date	Signature and Title of Authorized Representative

DOCUMENTATION REQUIREMENTS OF SELLER AND BUYER
<p>Within fourteen (14) days from Date of Agreement, sign and return a copy of this Agreement for Sale (including page 1 through signature page) and related Share Certificates (or affidavit of lost certificate) to SoyMor at 78238 150th Street, Albert Lea, MN 56007.</p>

Your Business Receipt

Variable Investment Advisors, Inc.
AgStockTrade.com
 4305 South Louise Avenue, Suite 101A
 Sioux Falls, SD 57106-3115

Contract for Sale of Shares of SoyMor Cooperative *(Company)*

Date of Agreement		Transaction ID	WEB1182Q1254S1730
Seller	John Jones	Buyer	<i>Undisclosed</i>
Seller's Address	16 Pennsylvania Avenue Albert Lea, MN 56007		
Seller's Phone Number	123-123-1234	Seller's Social Security Number	
Number of Shares Sold	****	Purchase Price Per Share	\$***
Class of Shares Sold	Series 2, Class A Preferred	Total Purchase Price	\$*****
Note: Company may require Buyer to have a delivery obligation.			