

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

Agreement for Sale of Units of SoyMor Biodiesel, LLC (*Company*)

Date of Agreement		Transaction ID	
Seller		Buyer	Undisclosed
Seller's Address			
Seller's Phone Number		Seller's Social Security Number	
Number of Capital Units Sold		Purchase Price Per Capital Unit	\$
Class of Capital Units Being Sold		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 Units. Seller certifies that Seller is the sole owner of and has the right to sell the Units, free and clear of all liens and encumbrances, subject to the provisions of the *Company's* Articles of Organization and Operating Agreement (Operating Agreement). Buyer certifies that Buyer is either (i) currently a voting member of the *Company*, or (ii) is purchasing at least (10,000) Units of the *Company* (in order to comply with the minimum ownership requirements of the *Company* as stated in the Operating Agreement).

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 Governors. If the sale transaction is not approved by the *Company's* Board of Governors, the *Escrow Agent* shall return the funds to the Buyer. If the *Company's* Board of Governors approves the proposed sale of Units, the *Escrow Agent* shall release to the Seller the funds no sooner than 45 calendar days from when the Units 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 Units 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 completed a wire transfer. In addition, within fourteen (14) days from the date of this Agreement, Buyer shall execute and return to **SoyMor Biodiesel, LLC** 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* Operating Agreement, along with a counterpart signature page to the Operating Agreement, 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 an original signature page to the *Company's* Operating Agreement. Execution to the signature page to the *Company's* Operating Agreement binds the Buyer to all of the terms and conditions of the *Company's* Operating Agreement (including the requirement that all members of the *Company* own at least fifty thousand (50,000) Units 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 Biodiesel, LLC** at 15200 780th Avenue, Albert Lea, MN 56007, a copy of this Agreement, along with the Seller's Unit Certificate (representing the Units being transferred) (or an affidavit of lost certificate, if applicable).

4. **Condition Precedent.** Seller and Buyer acknowledge that the *Company's* Board of Governors have the right and authority, in their sole discretion, to approve or deny the proposed sale of Units and that if the *Company's* Board of Governors 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 Governors and the release of the funds by the *Escrow Agent*, all right, title, and interest of the Seller in the Units 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 [Sept. 1, Dec. 1, March 1, June 1]. Upon such approval and release of funds, the Seller hereby irrevocably constitutes and appoints the Secretary of the *Company* with authority to transfer said Units to the Buyer on the books of the *Company* with full power of substitution. This transaction shall be subject to *Company's* Distributions and Allocations Policy in effect upon the Date of Agreement.

6. **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 South Dakota.

7. **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.

8. **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 Units, or (ii) \$175.00 per transaction.

9. **Acknowledgement of Operating Agreement 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* Operating Agreement. 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 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.

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

11. **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.

12. **Trading Suspension.** The Buy and Seller hereby acknowledge and agree that there may be certain circumstances where **SoyMor Biodiesel, LLC**, upon the advice of counsel or otherwise, determines that it is necessary or appropriate to suspend transfers and trading in its Units 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 Units in

SOYMOR BIODIESEL, LLC

SoyMor Biodiesel, LLC 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 Governors of **SoyMor Biodiesel, LLC**) (an “Incomplete Transaction”), the Incomplete Transaction shall be null and void and of no force and effect. Any proceeds or Units 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
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 Unit Certificates (or affidavit of lost certificate) to SoyMor Biodiesel, LLC at 78238 150 th Street, Albert Lea, MN 56007.

Your Business Receipt

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

Contract for Sale of Units of SoyMor Biodiesel, LLC (Company)

Date of Agreement		Transaction ID	WEB1182Q1254S1730
Seller		Buyer	<i>Undisclosed</i>
Seller's Address			
Seller's Phone Number		Seller's Social Security Number	
Number of Units Sold		Purchase Price Per Unit	\$
Class of Units Sold		Total Purchase Price	\$
<i>Note:</i> Company may not require Buyer to have a delivery obligation.			