

MEMBER FORM

**AGRAMARKE QUALITY GRAINS, INC.
PARTICIPATION UNIT AND LIQUIDATION RIGHTS
TRANSFER AND HOLD HARMLESS AGREEMENT**

The undersigned member and present owner ("Transferor") of participation units ("Units") or authorized representative of Transferor and the undersigned Transferee (new owner referred to as "Transferee") hereby agree that as of the effective date below that Transferor will transfer the number of Units in AgraMarke Quality Grains, Inc. ("Quality Grains") stated below which are owned by Transferor free and clear of all liens and encumbrances, and will transfer all future rights of distribution based on patronage and delivery of grain required by ownership of these Units (liquidation rights) to Transferee. Transferor agrees to complete all deliveries of grain required by the date the Units are transferred. If deliveries are not made, this transfer approval is void.

Transferor and Transferee hereby agree that each has disclosed to the other all material information in the possession of the disclosing party regarding Quality Grains' financial position, business prospects, and the risks involved in participation in Quality Grains. Both Transferor and Transferee also agree that they have had full opportunity to ask questions of each other, obtain information regarding Quality Grains, and otherwise explore the ramifications of the transfer of the Units and have exercised such opportunity to the extent desired.

Transferor and Transferee further agree that Quality Grains and its representatives have not determined the terms and conditions of the transfer of the Units and the liquidation rights, that Quality Grains will be held harmless by Transferor and Transferee, and further that Quality Grains is not a party to this Agreement other than its role as approving the transfer of the Units.

As additional consideration for the transfer of Units, Transferor agrees to hold Transferee harmless against any actions related to the transfer of Units and liquidation rights and agrees not to take any actions that will diminish the value of the Units or liquidation rights for circumstances that arose or occurred prior to the transfer of the Units. In addition, Transferor and Transferee, in consideration of the terms and conditions hereof and other good and valuable consideration, each agree to hold each other harmless and waive any claims against the other parties arising from the transfer of the Units and the liquidation rights under this Agreement.

Upon approval of the transfer of the Units by Quality Grains, Transferor hereby irrevocably appoints the Secretary of Quality Grains as attorney to transfer the Units and certificate numbers below on the books of Quality Grains.

Number of Units Transferred: _____	Certificate Numbers _____
Number of Units Owned after Transfer: _____	Present Owner: _____ New Owner: _____
New Owner is a: Corporation _____, Partnership _____, Individual _____, Other Entity (list) _____	
Individuals Authorized to Sign for Transferee	
1. _____ Print	The following are transferred with the Units: <ul style="list-style-type: none">• Patronage Rights Upon Liquidation• Unit Retains• Deferred Grain Payments
2. _____ Print	

Transferor is transferring _____ unfilled delivery units, equivalent to _____ bushels of corn in the current processing year to the Transferee.

Transferee agrees to deliver _____ bushels of corn based on the balance of _____ delivery units unfilled in the current processing year.

TRANSFEROR OR AUTHORIZED REPRESENTATIVE OF TRANSFEROR:

TRANSFEEE:

Name: _____

Name: _____

Address: _____

Address: _____

Social Security Number or Tax Identification Number: _____

Social Security Number or Tax Identification Number: _____

Signatures:

Signatures:

1. _____
Authorized Signature

1. _____
Authorized Signature

2. _____
Authorized Signature

2. _____
Authorized Signature

APPROVED BY AGRAMARKE QUALITY GRAINS, INC.

By: _____

Its: _____

Effective Date