

**E ENERGY ADAMS, LLC
UNIT TRANSFER APPLICATION**

MEMBERSHIP INFORMATION

<p>Number of Units to be Transferred _____</p> <p>Certificate Letter of Units (A, B or C) _____</p> <p>Number of Units to be Retained by Transferor (if any): _____</p>	<p>How much (per Unit) is the Transferor selling the Units? \$ _____</p> <p>What is total price for all Units? \$ _____</p>
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SELLER/TRANSFEROR INFORMATION

<p>Name(s) _____ _____ _____ _____</p>	<p>SS#(s) ____-____-_____ ____-____-_____ OR Entity Tax I.D. # ____-_____</p>	<p>Transferor Contact Information: Home: _____ Work: _____ Cell: _____ Fax: _____ Email: _____</p>
<p>Address: _____ _____</p>		

BUYER/TRANSFeree INFORMATION

<p>Name(s) _____ _____ _____ _____</p>	<p>SS#(s) ____-____-_____ ____-____-_____ OR Entity Tax I.D. # ____-_____</p>	<p>Transferee Contact Information: Home: _____ Work: _____ Cell: _____ Fax: _____ Email: _____</p>
<p>Is owner an entity (indicate form of entity)? _____</p>		
<p>Address: _____ _____</p>		

TYPE OF TRANSFER

<p>I (we) request that the Board of Directors of E Energy Adams, LLC approve the following type of transfer (check any that apply):</p> <p><input type="checkbox"/> A transfer by gift. Indicate relationship: _____</p> <p><input type="checkbox"/> A transfer between members of a family ("family" is defined as a person's brothers and sisters, whether by whole or half blood, spouse, ancestors and lineal descendants).</p> <p><input type="checkbox"/> Involuntary transfer by operation of law (death of a joint tenant, intestacy, divorce, bankruptcy, conservatorship).</p> <p><input type="checkbox"/> A transfer at death, including transfers from an estate or testamentary trust.</p>

- ☐ A transfer involving distributions from a retirement plan qualified under Section 401(a) of the IRS Code or an individual retirement account.
- ☐ A transfer through the Qualified Matching Service (E Energy Adams' bulletin board).
- ☐ Block transfer of Units representing in the aggregate more than 2% of the total issued and outstanding Units in one or more transactions during any 30 day period by a person and any related person. ("Related persons" generally include members of a family, an individual and an entity majority owned by such individual, 2 entities that are majority owned by the same persons, the grant and fiduciary of a trust, the fiduciary and beneficiary of a trust, and the executor and beneficiary of an estate.)
- ☐ A transfer or series of related transfers by one or more members (acting together) which involves the transfer of fifty percent (50%) or more of the outstanding units.
- ☐ A transfer to a trust otherwise disregarded from its creator (revocable or grantor).
- ☐ None of the above.

SECURITY INTERESTS

Transferor certifies that (choose one):

- ☐ Transferor has not granted to a lender a security interest in the Units.
- ☐ Transferor has granted to a lender a security interest in the Units and the lender's consent and transfer instructions accompany any delivery of this form.

WARRANTIES AND REPRESENTATIONS

1. Transferor and Transferee acknowledge that this transfer is incomplete and invalid until the Board of Directors of E Energy Adams, LLC approves this Unit Transfer Application;
2. Transferee, as a member of E Energy Adams agrees to be bound and governed by each and all provisions, rules and regulations of the Operating Agreement and, if applicable, policies of E Energy Adams, LLC, all as amended from time to time;
3. Transferee 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;
4. Transferee understands that there is no present market for E Energy Adams' Units, that the Units do not trade on a national 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 Units;
5. Transferee has received a copy of the E Energy Adams' Operating Agreement, and understands that he/she/it and the Units will be bound by the provisions of the Operating Agreement which contains, among other things, provisions that restrict the transfer of Units and allocation to the members of E Energy Adams' income, loss and credits;
6. Transferee understands that the Units are subject to substantial restrictions on transfer under applicable tax and securities laws along with restrictions in the E Energy Adams' Operating Agreement and agrees that if the 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 tax and securities laws;
7. Transferee and Transferor agree to indemnify and hold E Energy Adams 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;
8. Transferor has the authority to sign this Unit Transfer Application and has authority to transfer the units requested;
9. Transferor and Transferee understand that they (1) may come into possession of personal information relating or belonging to each other as a result of this Unit Transfer Application; (2) agree not to use any information obtained in connection with this Unit Transfer Application in any manner except for reporting to applicable government authorities; and (3) will indemnify E Energy Adams against any claim of damages or loss as a result of unauthorized use; and
10. Under penalties of perjury, Transferor and Transferee each certify that: (1) the number shown on this form is the Transferor and/or Transferee's correct taxpayer identification number (or the Transferor/Transferee is waiting for a number to be issued), and (2) the Transferor/Transferee is not subject to backup withholding because: (a) he/she/it is exempt from backup withholding, or (b) he/she/it has not been notified by the Internal Revenue Service that he/she/it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified him/her/it that he/she/it is no longer subject to backup withholding.

TRANSFEROR(S)

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 agree to transfer to the Transferee the units requested herein and irrevocably constitute and appoint the officers of E Energy Adams, LLC (the "Company") as attorney-in-fact to transfer the said units as the case may be on the books of the Company, with full power of substitution in the premises. Transferor(s) acknowledges (acknowledge) that once signed and returned to the Company, this Unit Transfer Application is irrevocable and binding except with the Company's consent, which the Company may, in its sole discretion, grant or withhold.

FOR INDIVIDUALS AND JOINT TENANTS

FOR BUSINESS ENTITIES

Signature_____
Date_____
Name of Business Entity_____
Signature (if necessary)_____
Date_____
Signature & Title of Authorized Representative_____
Date**TRANSFEE(S)**

The undersigned Transferee(s) hereby certifies (certify) that the representations and warranties in this Unit Transfer Application are true and correct. Transferee(s) acknowledges (acknowledge) that once signed and returned to the Company, this Unit Transfer Application is irrevocable and binding except with the Company's consent, which the Company may, in its sole discretion, grant or withhold.

FOR INDIVIDUALS AND JOINT TENANTS

FOR BUSINESS ENTITIES

Signature_____
Date_____
Name of Business Entity_____
Signature (if necessary)_____
Date_____
Signature & Title of Authorized Representative_____
Date**E ENERGY ADAMS BOARD APPROVAL OR DISAPPROVAL**

Pursuant to Section 9.2 of the Operating Agreement of E Energy Adams, LLC, the transfer to Transferee is:

_____ **Approved** _____ **Disapproved** by the Directors by an action taken on _____.

E ENERGY ADAMS, LLC

By: _____

Its: _____