

HOMELAND ENERGY SOLUTIONS, LLC

UNIT TRANSFER APPLICATION

A. General Instructions.

1. The person or entity transferring the units (the “Transferor”) of Homeland Energy Solutions, LLC (“Homeland Energy Solutions”) and the person or entity acquiring the units (“Transferee”), must complete all respective information required in this unit transfer application (the “Unit Transfer Application”), and date and sign this Unit Transfer Application at pages 8 and 9.

2. Transferee must complete all information required by the Member Signature Page of the Second Amended and Restated Operating Agreement dated June 15, 2022 (the “Operating Agreement”), and date and sign the Member Signature Page (the last page attached to this Unit Transfer Application). A copy of the Operating Agreement can be received by contacting our office at (563) 238-5555.

3. The parties should deliver each of the original executed documents referenced in Items 1 and 2 of the Instructions to:

Homeland Energy Solutions, LLC
Attn: Katherine Balk
2779 IA Hwy 24
Lawler, IA 52154

4. **Notice:** This Unit Transfer Application is a binding agreement between Transferor and Transferee. Once executed, this Unit Transfer Agreement may not be cancelled or retracted by either party, except with the consent of Homeland Energy Solutions. Homeland Energy Solutions, in its sole discretion, may grant or deny the cancellation of the Unit Transfer Application.

5. **Estimated Taxes:** Homeland Energy Solutions is responsible for filing income tax returns in certain states which, in some cases, requires Homeland Energy Solutions to pay income taxes on behalf of the members. These payments are typically deducted from a member’s distributions. If a Transferor transfers 100% of its interest in Homeland Energy Solutions, the Transferor must pay to Homeland Energy Solutions an amount equal to the estimated income tax payments that Homeland Energy Solutions will be responsible for on behalf of the Transferor, and must do so prior to transferring the membership units. Homeland Energy Solutions will approve a Unit Transfer Application contingent to the Transferor paying all estimated taxes calculated by Homeland Energy Solutions. Any excess funds withheld by Homeland Energy Solutions for tax purposes will be refunded to the Transferor after Homeland Energy Solutions files its tax return. This provision is only applicable if the Transferor is transferring 100% of his/her interest in Homeland Energy Solutions.

B. **Transferor (Seller, Donor, etc.) Information.** Please print your individual or entity name and address. Joint owners should provide their respective names.

1. Transferor's Printed Name: _____
2. Title, if applicable: _____
3. Transferor's Address: _____
Street _____
City, State, Zip Code _____
4. Transferor's Phone Number _____
5. Transferor's Email Address _____

C. **Transferee (Recipient) Information.** Please print your individual or entity name and address. Joint owners should provide their respective names.

1. Transferee's Printed Name: _____
2. Title, if applicable: _____
3. Transferee's Address: _____
Street _____
City, State, Zip Code _____
4. Transferee's Phone Number _____
5. Transferee's Email Address _____

D. **Additional Corporation, Partnership, or Trust Transferee Information.** If the Transferee is a corporation, limited liability company, partnership, or trust, please provide the following additional information.

1. Tax Year End: _____
2. State of Residency: _____
3. If the Transferee is a corporation, limited liability company, or partnership, corporate resolutions, operating agreement or partnership agreement must be enclosed.
4. If the transferee is a trust, please provide copies of the following pages of the trust instrument: title page, signature page, and the page that identifies the trustee(s).

E. **Transfer Information.**

1. How many units are being transferred? _____
2. Is the Transferor giving the units away? _____
3. For how much (per unit) is the Transferor selling the units? _____
4. What is the total price (for all units)? _____

F. **Type of Transfer.** Transferor should check the appropriate box (or boxes) to indicate the type of transfer.

- Involuntary transfer to an administrator or trustee by operation of law (death of a joint tenant, intestacy, divorce, bankruptcy, conservatorship).
- Transfer pursuant to a will or trust of a deceased member.
 - Transfer is to spouse or descendant(s) of the deceased member.

Indicate relationship _____

Transfer is not to descendants of the deceased member.

Lifetime gift

To the spouse or descendant(s) of a member of Homeland Energy Solutions.

Indicate relationship _____

To others

Lifetime transfer to a trust

For the benefit of the spouse or descendant(s) of a member of Homeland Energy Solutions.

Indicate relationship _____

For the benefit of others

Transfer to another Member or to an Affiliate or Related Party of another Member (as those terms are defined in the Operating Agreement of Homeland Energy Solutions).

Indicate relationship _____

Transfer to an Affiliate or Related Party of the Transferor.

Indicate relationship _____

Transfer for value to a third party to be approved by a majority of the directors, as shown on page 10 of this Unit Transfer Application.

Transfer to a trust otherwise disregarded from its creator (revocable or grantor).

Transfer between an entity and its owners.

If the transfer is to a trust, please provide copies of the following pages of the trust instrument: title page, signature page, and the page that identifies the trustee(s).

If the transfer is requested due to a member's death, please provide a certified copy of the death certificate, letters of appointment of executor or administrator, and designation of attorney form.

G. **Additional Transferee (Recipient) Information.** The Transferee, named above, certifies the following under penalties of perjury:

1. **Form of Ownership.** Check the appropriate box (one only) to indicate form of ownership. If the Transferee is a custodian, corporation, partnership or trust, please provide the additional information requested.

- Individual
- Joint Tenants with Right of Survivorship (Both signatures must appear on page 9)
- Corporation or Partnership (Corporate Resolutions or Partnership Agreement must be enclosed)
- Trust (Signature and title pages of Trust Agreement and all amendments must be enclosed)

Trustee's Name: _____

Trust Date: _____

- Other: Provide detailed information below.

2. **Transferee's Taxpayer Information.** Check the appropriate box if you are a non-resident alien, a U.S. Citizen residing outside the United States or subject to back-up withholding. KEOGHS should provide the taxpayer identification number of the account and the social security number of the accountholder. Trusts should provide their taxpayer identification number. Custodians should provide the minor's social security number. All individual transferees and IRA transferees should provide their social security number. Other entities should provide their taxpayer identification number. Transferees who are concerned about listing their social security number(s) on this form may provide it to Homeland Energy Solutions separately.

- Check this box if you are a non-resident alien
- Check this box if you are a U.S. citizen residing outside of the United States
- Check this box if you are subject to backup withholding

Transferee's Social Security No. _____

Joint Transferee's Social Security No. _____

Taxpayer Identification No. _____

3. **Member Report Address.** If Transferee would like duplicate copies of member reports sent to an address that is different than the address identified in section C, please complete this section.

Address: _____

4. **Transferee's Representations and Warranties.** You must read and certify your representations and warranties and sign and date this Unit Transfer Application.

By signing below, Transferee represents and warrants to Homeland Energy Solutions that he, she or it:

- a. intends to acquire the membership 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 membership units or any portion thereof to any other person;
- b. understands that there is no present market for Homeland Energy Solutions' membership units, that the membership units will not trade on an 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 membership units;
- c. has received a copy of the Homeland Energy Solutions Operating Agreement, and understands that the Transferee and the membership units will be bound by the provisions of the Operating Agreement which contains, among other things, provisions that restrict the transfer of membership units and allocation to the members of Homeland Energy Solutions' income, loss and credits;
- d. understands that the membership units are subject to substantial restrictions on transfer under state and federal securities laws along with restrictions in the Homeland Energy Solutions Operating Agreement and agrees that if the membership 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 state securities laws;
- e. agrees to indemnify and hold Homeland Energy Solutions 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;
- f. understands that if Homeland Energy Solutions issues certificates in the future, it will place a restrictive legend on any certificate representing any unit containing substantially the following language as the same may be amended by the directors of Homeland Energy Solutions in their sole discretion:

THE TRANSFERABILITY OF THE UNITS REPRESENTED
BY THIS CERTIFICATE IS RESTRICTED. SUCH UNITS

MAY NOT BE SOLD, ASSIGNED, OR TRANSFERRED, NOR WILL ANY ASSIGNEE, VENDEE, TRANSFEREE, OR ENDORSEE THEREOF BE RECOGNIZED AS HAVING ACQUIRED ANY SUCH UNITS FOR ANY PURPOSES, UNLESS AND TO THE EXTENT SUCH SALE, TRANSFER, HYPOTHECATION, OR ASSIGNMENT IS PERMITTED BY, AND IS COMPLETED IN STRICT ACCORDANCE WITH, APPLICABLE STATE AND FEDERAL LAW AND THE TERMS AND CONDITIONS SET FORTH IN THE OPERATING AGREEMENT AND AGREED TO BY EACH MEMBER.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, OFFERED FOR SALE, OR TRANSFERRED IN THE ABSENCE OF EITHER AN EFFECTIVE REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND UNDER APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND UNDER APPLICABLE STATE SECURITIES LAWS.

- g. understands that, to enforce the above legend, Homeland Energy Solutions may place a stop transfer order with its registrar and stock transfer agent (if any) covering all certificates representing any of the membership units; and
 - h. understands that, he/she/it (i) may come into possession of personal information relating or belonging to Transferor as a result of any transfer pursuant to this Unit Transfer Application; (ii) agrees not to use this information obtained in connection with this Unit Transfer Application in any manner except for reporting to applicable government authorities; and (iii) will indemnify Homeland Energy Solutions against any claim of damages or loss as a result of unauthorized use.
5. **Transferor's Representations and Warranties.** Transferor must read and certify your representations and warranties and sign and date this Unit Transfer Application.

By signing below, Transferor represents and warrants to Homeland Energy Solutions that he, she or it:

- a. understands that he/she/it (i) may come into possession of personal information relating or belonging to Transferee as a result of this Unit Transfer Application; (ii) agrees not to use any information obtained in connection with this Unit Transfer Application in any manner except for reporting to applicable government authorities; and (iii) will indemnify Homeland Energy Solutions against any claim of damages or loss as a result of unauthorized use;

- b. has authority to sign this Unit Transfer Application and has authority to transfer the units requested; and
- c. agrees to indemnify and hold Homeland Energy Solutions 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.

[SIGNATURES ON NEXT PAGES]

Signature of Transferor (Joint Transferor):

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 irrevocably constitute and appoint the officers of Homeland Energy Solutions, 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.

Date: _____

Individuals:

Entities:

Name of Individual Transferor
(Please Print)

Name of Entity
(Please Print)

Signature of Individual

Print Name and Title of Officer

Name of Joint Individual Transferor
(Please Print)

Signature of Officer

Signature of Joint Individual Transferor

Signature of Transferee (Joint Transferee):

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.

Date: _____

Individuals:

Entities:

Name of Individual Transferee
(Please Print)

Name of Entity
(Please Print)

Signature of Individual

Print Name and Title of Officer

Name of Joint Individual Transferee
(Please Print)

Signature of Officer

Signature of Joint Individual Transferee

(Use this signature block when the transfer is a “Permitted Transfer” that does not require approval by the Board of Directors pursuant to Section 9.2 of the Operating Agreement)

ACKNOWLEDGMENT OF TRANSFER BY HOMELAND ENERGY SOLUTIONS, LLC

Homeland Energy Solutions, LLC hereby acknowledges the transfer of the above Units to a Related Party as described in this Unit Transfer Application.

Dated this ____ day of _____, 20__.

HOMELAND ENERGY SOLUTIONS, LLC

By: _____

Its: _____

(Use this signature block when the transfer requires approval by the Board of Directors pursuant to Section 9.2 of the Operating Agreement)

***APPROVAL OR DISAPPROVAL OF TRANSFER BY
HOMELAND ENERGY SOLUTIONS, LLC***

Pursuant to Section 9.2 of the Operating Agreement of Homeland Energy Solutions, LLC, the transfer to Transferee is: approved disapproved by the Directors by an action taken on _____, _____.

HOMELAND ENERGY SOLUTIONS, LLC

By: _____

Its: _____

MEMBER SIGNATURE PAGE

**ADDENDUM TO THE
OPERATING AGREEMENT
OF HOMELAND ENERGY SOLUTIONS, LLC**

The undersigned does hereby warrant, represent, covenant and agree that: (i) the undersigned, as a condition to becoming a Member in Homeland Energy Solutions, LLC, has received a copy of the Second Amended and Restated Operating Agreement dated June 15, 2022, and, if applicable, all amendments and modifications thereto; (ii) the undersigned shall be subject to and comply with all terms and conditions of such Operating Agreement in all respects, as if the undersigned had executed said Operating Agreement on the original date thereof; and (iii) the undersigned is and shall be bound by all of the provisions of said Operating Agreement from and after the date of execution of this Addendum.

Individuals:

Entities:

Name of Individual Member (Please Print)

Name of Entity (Please Print)

Signature of Individual

Print Name and Title of Officer

Name of Joint Individual Member (Please Print)

Signature of Officer

Signature of Joint Individual Member

**Agreed to and Accepted on Behalf of the
Company and its Members:**

HOMELAND ENERGY SOLUTIONS, LLC

By: _____

Its: _____