

As Adopted \_\_\_\_\_, 2010

**EAST KANSAS AGRI- ENERGY, LLC**

**TRADING SERVICE OPERATIONS MANUAL**

**This Trading Service Operations Manual may be revised from time to time in the discretion of EKAE and in coordination with VIA. The most current version will always be available on EKAE website, upon request to EKAE or by link on VIA's website. Buyers and Sellers should confirm that they are referring to the most current version of this Trading Service Operations Manual when using the trading service.**

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**TRADING SERVICE SUMMARY**

*The following is a summary of the basic provisions of a Trading Service for members and non-members of EAST KANSAS AGRI-ENERGY, L.L.C. (EKAE) to post ask and bid quotes to buy and sell membership units of EKAE ("Units"). This is not a complete description of all the material aspects of the Trading Service. You should read the entire Trading Service Operations Manual carefully before buying or selling EKAE Units on the Trading Service.*

- EKAE has engaged Variable Investment Advisors, Inc. ("VIA") to operate a Trading Service for EKAE's Class A Units, Class B Units and Class C Units. Each class of Units has distinctive rights and restrictions. Buyers should review the "Unit Classification Terms" sheet and carefully review the Operating Agreement of EKAE prior to posting an offer to buy in order to fully understand the rights and restrictions of the Units the Seller is offering to sell.
- To post offers to sell or buy and to trade Units EKAE on the Trading Service, you must be registered on the Trading Service.
- Registration and trading on the Trading Service may be done by contacting VIA by telephone at (605) 361-8230 or toll-free at (800) 859-3018, or on VIA's website at **[www.AgStockTrade.com](http://www.AgStockTrade.com)**.
- Offers to buy or sell Units must indicate the price per Unit and the number and class of Units that the Buyer or Seller desires to buy or sell. All offers to buy or sell must be made in whole –Unit increments. Additionally, pursuant to the terms of EKAE's Operating Agreement, Class B Units can only be transferred in blocks of 10 Units each. Accordingly, all offers to buy or sell Class B Units must be made in increments of 10 Units.
- Any transfer of Class A or Class B Units that does not constitute a One-for-One Transfer is subject to EKAE's transfer policy requiring a Seller to elect to exchange Class A or Class B Units into an equal number of Class C Units before effecting any transfer of those Units (an "Exchange Conditioned Transfer"). Accordingly, all Sellers posting ask bids for the sale of their Class A or Class B Units must post those Units for sale of Class C Units. Only if any transfer affected pursuant to that bid constitutes a One-for-One Transfer will the Units posted retain their original status as Class A or Class B Units, as applicable. Otherwise, the Seller will be required to first elect to exchange their Class A or Class B Units into an equal number of Class C Units as a condition to consummating any transfer made pursuant to a match on the Trading Service, and the Buyer will acquire Class C Units. A "One-for-One Transfer" means a transfer of Units to only one transferee and which will not result in an increase in the number of holders of Class A or Class B Units, as determined in EKAE's sole discretion.

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- All posted offers to sell and offers to buy are **non-firm and non-binding** until a match has been made and a written Contract for Sale has been executed by the parties. All sale of Units will not be effective unless and until approved in writing by EKAE's Board of Directors in its sole discretion.
- An offer to sell will be matched with an offer to buy; provided, however, the offer to sell cannot be matched unless it has been posted for at least 15 days. Once an offer to sell is matched with an offer to buy, a Contract for Sale will be sent to the Buyer and Seller.
- Sellers may post offers to sell Units and Buyers may post offers to purchase Units on the Trading Service during any day of the year. Offers to sell may be matched with offers to purchase on a daily basis after the offer to sell has been posted for at least 15 days. Transfers that are approved by the EKAE Board of Directors will be completed four times a year on the first day of the following quarter beginning on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> or October 1<sup>st</sup>, except when an offer to sell is posted during the last 45 days of a quarter and is matched with an offer to buy, in which case the transfers will be completed the next following quarter.
- Buyer must sign and return to the Transfer Agent within 15 days of the match the Contract for Sale, along with a signed Member Signature Page to EKAE's Operating Agreement. Buyer must also submit the full purchase price for the Units to the Escrow Agent. If these steps are not taken in the applicable time frame, the sale will be voided.
- Seller must sign and return to the Transfer Agent within 15 days of the match the Contract for Sale, any Unit certificate(s) representing the Units to be sold, and, if applicable, the consent to transfer of any lender or lien holder that has an interest in the Units. If these steps are not taken in the applicable time frame, the sale will be voided.
- Following the later of the approval of the sale by the Board of Directors of EKAE, or a date that is at least 45 days subsequent to the date that Seller posted the Units for sale, the Escrow Agent will disburse to Seller the sale proceeds, less an escrow and commission fee equal to two percent (2%) of the gross sale price (minimum fee of \$175.00).
- There is a minimum Unit ownership requirement of 1 Unit per member. However, under EKAE's Operating Agreement, Class B Units may only be transferred in blocks of 10 Units. Accordingly, all offers to purchase and sell Class B Units must be in increments of 10 Units.
- Offers to sell that have not been matched within 120 days after being posted will be removed from the Trading Service. A Seller whose offer to sell has received no matching bids within this 120 day period will be subject to a 60-day waiting period before any new offer to sell can be posted to the Trading Service.
- Offers to buy will remain on the Trading Service until matched or renewed by Buyer.
- Strict regulation of trading of EKAE's Units is necessary in order for EKAE to remain exempt from IRS regulations that would result in double taxation of earnings. Accordingly, Units may only be transferred in accordance with the terms, conditions and procedures contained in the Trading Service Operations Manual and the Unit Transfer System, and all transfers are subject to the written approval of EKAE's Board of Directors. All unauthorized trades or transfers will be null and void.

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- No member may own more than 25% of the issued and outstanding Units of any class of EKAE's Units (subject the exception provided in the Operating Agreement for Ethanol Capital Partners, LP's ownership of Class A Units).
- If the Seller has granted a security interest in the Units or otherwise pledged the Units to secure a loan or other lien, the Seller must obtain a signed consent to transfer from the lender or lien holder as a condition to completing the sale of Units.
- No more than 10% of EKAE's outstanding Units may be traded through the Trading Service in any year. If the 10% limit is reached, no further trading will be authorized until after the end of the applicable year. The EKAE Board of Directors reserves the right to suspend or discontinue trading on the Trading Service at any time without notice to any Buyer or Seller.

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**Purpose and Overview.**

EAST KANSAS AGRI-ENERGY, L.L.C. ("EKAE") has engaged Variable Investment Advisors, Inc. ("VIA") to provide a Trading Service for EKAE members and non-members to buy and sell EKAE Units. The Trading Service is part of EKAE's Units Transfer System. The Trading Service will be maintained and operated as part of VIA's Alternative Trading System ("Trading Service"), which is registered with the United States Securities & Exchange Commission (SEC). VIA is a registered broker-dealer with the SEC, Financial Industry Regulatory Authority (FINRA) and various states, including Kansas.

EKAE must limit trading in its Units to preserve EKAE's favorable pass-through tax status. As a result, members will generally only be allowed to sell their Units through the Trading Service. Transfers that are not made through the Trading Service will be null and void, unless they qualify as a private transfer or other authorized transfer (as described in EKAE's Unit Transfer System) and are approved by the Board of Directors in its sole discretion. Members should review the provisions of the Units Transfer System on EKAE's website or by link from VIA's website [www.AgStockTrade.com](http://www.AgStockTrade.com) for further guidance.

To use the Trading Service, interested Buyers and Sellers must first register on the Trading Service. They may make an offer to buy or sell a certain number of Class A, Class B or Class C Units at a price they choose by posting such information on the Trading Service. Sellers may post offers to sell their Units at an "ask" price at any time of the year. Buyers may post offers to buy Units at a "bid" price at any time of the year. Buyers' and Sellers' bid and ask prices are **non-binding** when posted and will be matched according to the rules set forth below. The purchase price will be the bid price of the matching offer to buy. The exchange of the purchase price and the transfer of Unit certificates will be handled through an independent Escrow Agent and a designated Transfer Agent. There is no charge to Buyers or Sellers to register or post Units on the Trading Service; however, Sellers will be charged an escrow and commission fee for completed transactions. Interested Buyers and Sellers should carefully read and follow the instructions provided below.

**Terms and Conditions of Use.**

- EKAE is not listed on a national securities exchange or other regulated securities market.
- The information set forth on the Trading Service does not consist of firm quotes, but rather merely lists the names, addresses and telephone numbers of interested Sellers and Buyers, the number of Units offered or desired to be purchased, and the price at which the proposed transaction would occur. EKAE will not assure that any particular transaction will occur as to any particular number of Units or at any particular price. All the transactions must be executed independent of EKAE or any of its affiliates.
- All applicable state and federal securities laws, including registration requirements, apply to any offer made or transaction consummated using the Trading Service.
- "Two-Sided Quotes" in which a person indicates a bid to buy at one price and an offer to sell at another price are prohibited.
- EKAE will act as the Transfer Agent and can be contacted at:

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Telephone: (785) 448-2888  
Fax: (785) 448-2884  
Email: Diane.Allen@ekaellc.com  
Main Contact: Diane Allen

- Any person that is a broker-dealer or an associated person of a broker-dealer or who has a state securities license is responsible for identifying that fact.
- By accessing the service, Buyers and Sellers of Units agree to fully indemnify, defend and hold harmless EKAE and its directors, employees, agents and members from any and all claims arising out of their participation in the Trading Service and any transaction with Units affected based on a match of any bid or ask quotes posted on the Trading Service.
- The securities appearing on the Trading Service are illiquid and inherently risky. Therefore, a prospective investor must understand that he/she/it must be able to withstand the total loss of their investment.
- The securities listed on the Trading Service are not endorsed by any regulatory authority. The fact that the securities may have been registered with a state regulatory agency and/or the SEC does not constitute an endorsement by any regulatory body. Any representation to the contrary is a criminal offense.
- The appearance of securities on the Trading Service does not constitute an offer to sell nor solicitation of an offer to buy securities by EKAE.
- Brokers and dealers may not use the Trading Service to purchase or sell Units for the accounts of others.

**General Rules and Procedures.**

**1. Access to the Trading Service.**

**a. Registering and Trading.** Interested Buyers and Sellers may contact VIA for purposes of registering and/or buying and selling Units on the Trading System as follows:

- Telephone (605) 361-8230 or 1-800-859-3018
- Personal visit to VIA's Sioux Falls' Office located at 4305 South Louise Avenue, Suite 101A, Sioux Falls, South Dakota 57106
- Direct interface with VIA's website (**[www.AgStockTrade.com](http://www.AgStockTrade.com)**)
- Direct interface with EKAE's website (**<http://www.ekaellc.com>**) which provides a direct link to VIA's website.

**b. Questions about the Trading Service.** Questions regarding registration, buying and selling on the Trading Service, and the Escrow Agent should be directed to VIA as follows:

Telephone: (605) 361-8230  
Fax: (605) 362-5819  
E-mail: [gwilson310@aol.com](mailto:gwilson310@aol.com)  
Main contact: Greg Wilson

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**c. Questions about EKAE and Member Information.** Questions regarding EKAE, the EKAE Operating Agreement, Unit certificates, and member ID numbers and passwords should be directed to EKAE as follows:

Telephone: (785) 448-2888  
Fax: (785) 448-2884  
E-mail [Diane.Allen@ekaellc.com](mailto:Diane.Allen@ekaellc.com)  
Main Contact: Diane Allen

**d. Escrow Information.** Questions regarding escrow arrangements, payment of the purchase price for Units, electronic transfers and related matters should be directed to the Escrow Agent as follows:

First State Bank  
PO Box 129  
Wilmot, South Dakota 57279  
Telephone: (800) 555-7556  
Fax: (605) 938-4571  
E-mail [Toddwsb@tnics.com](mailto:Toddwsb@tnics.com)  
Main Contact: Todd Berndt

**2. Registering on the Trading Service.**

**a. Generally.** All Buyers and Sellers must be registered on the Trading Service to review posted bid and ask prices or to post bid and ask prices for Units. Buyers and Sellers must follow the instructions on the Trading Service to register. There is no charge to register on the Trading Service.

**b. Registration.** Interested Buyers and Sellers must register before they can post an offer to buy or sell Units on the Trading Service, but they may review the current listings of offers to buy and sell on VIA's website without registration. Buyers and Sellers can register by contacting VIA in person, by telephone or via the Trading Service website, as listed above.

- **Required Information.** Buyers and Sellers will be required to select a username and password and provide the name of the Buyer or Seller, contact information (address, telephone number and email) and certain banking information (name of bank, banker, etc).
- **Updating Registration Information.** Buyers and Sellers may update their registration information or change their passwords by following the instructions provided on the Trading Service website or by contacting VIA in person or by telephone.

**3. Posting Offers.**

**a. General Rules.** Registered users may post offers to buy or sell by contacting VIA in person, by telephone or via the VIA website, as listed above. If posting offers by logging into the website, provide the information requested when prompted. If posting offers by telephone or in person, provide the information requested to the VIA representative and he or she will enter the information into the Trading Service. There is no charge to post offers to buy or sell.

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- Bid/Ask Prices. Buyers are required to post a bid price, and Sellers are required to post an ask price. The “bid” price is the price the interested Buyer is willing to pay to purchase Units. The “ask” price is the lowest price at which the interested Seller is willing to sell the Seller's Units. If there is a match between an offer to buy and an offer to sell, the purchase price will be the bid price of the offer to buy.
- Non-Firm Offers. All posted offers to sell and offers to buy are *non-firm and non-binding*, meaning that a binding agreement to buy and sell Units will not exist until the time the Buyer and Seller sign the Contract for Sale described below. If the sale is not approved in writing by the Board of Directors, the Contract for Sale will be null and void.
- Waiting Period. An offer to sell will not be matched with an offer to buy unless and until the offer to sell has been posted for at least 15 days following the date such offer to sell was posted on the Trading System. Any modification of an offer to sell activates an additional 15-day waiting period.
- Closing Date. Closing of a sale and purchase of Units, at which time the net proceeds will be forwarded to the Seller, cannot take place until the offer to sell has been posted on the Trading Service for at least 45 days. All sales of Units are subject to the written approval of the Board of Directors of EKAE. If the Board of Directors does not approve a transfer of Units, the applicable Contract for Sale will be null and void and any payment or other documents delivered by the parties to the Escrow Agent or Transfer Agent will be returned to the appropriate party.
- Removal. An offer to sell cannot be posted on the Trading Service for longer than 120 days. If an offer to sell has not been matched with an offer to purchase by the end of the 120-day period, the offer to sell will be removed from the Trading Service.
- Eligibility for Future Postings. A Seller whose offer to sell has not been matched within 120 days and, consequently, whose offer to sell has been removed from the Trading Service, will not be eligible to post a new or subsequent offer to sell Units unless and until 60 days have expired from the date the previous offer to sell was removed from the Trading Service.
- Modification of Offers. An offer to sell may be modified by the Seller, but such modification will cause a new 15-day waiting period (as describe above) to commence. A modification will not alter or extend the 120-day maximum period that the Units may be posted for sale on the Trading Service.
- Cancellation of Offers. Sellers may cancel an offer to sell Units (asks) at any time prior to his/her/its acceptance of an offer to purchase. All offers to purchase (bids) may be cancelled by contacting VIA by telephone or in writing prior to the time the Contract for Sale has been executed by both the Seller and Purchaser.
- Multiple Offers. Interested Buyers and Sellers may make multiple offers to buy or sell Units at different prices. However, the Buyer or Seller cannot post multiple offers and pick the best one that matches, nor can any Seller post more Units for sale than he/she/it owns.

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- Increments. All posted offers to sell and all sales of Units must be completed in whole-Unit increments. Additionally, EKAE's Operating Agreement states that Class B Units can only be transferred in blocks of 10 Units. Accordingly, all offers to purchase or sell Class B Units must be made in increments of 10 Units.
- Exchange of Class A and Class B Units into Class C Units. Any transfer of Class A or Class B Units that does not constitute a One-for-One Transfer is subject to EKAE's transfer policy requiring a Seller to elect to exchange Class A or Class B Units into an equal number of Class C Units before affecting any transfer of those Units pursuant to a match made on the Trading Service (an "Exchange Conditioned Transfer"). Accordingly, all Sellers must post ask quotes for their Class A or Class B Units as offers for the sale of Class C Units (instead of Class A or Class B Units). Only if any transfer completed pursuant to a match for those Units would constitute a One-for-One Transfer will the Units posted retain their original status as Class A or Class B Units, as applicable, in the transfer to the Buyer. Otherwise, the Seller will be required to first elect to exchange Seller's Class A or Class B Units into an equal number of Class C Units as a condition to affecting any transfer of those Units pursuant to a match made on the Trading System, and the Buyer will acquire Class C Units in such transfer. The Seller will be required to elect and agree in the Contract for Sale of Units to such exchange immediately prior to the consummation of any transfer pursuant to a match for Units on the Trading Service. A "One-for-One Transfer" means a transfer of Units to only one transferee and which will not result in an increase in the number of holders of Class A or Class B Units, as determined in EKAE's sole discretion. Seller acknowledges that it will not know if a transfer of Units will constitute a One-for-One Transfer until after the parties have executed a Contract for Sale and the Board of Directors of EKAE has approved the transfer in its sole discretion. The Seller is strongly encouraged to review the "Summary of Class Distinctions for Exchange Conditioned Transfers" which describes the distinctions between the Class A, Class B and Class C Units and certain risks associated with such exchange prior to posting any ask quotes for Units. If the Board of Directors does not approve a transfer of Units contemplated by a Contract for Sale of Units, then the exchange of Class A or Class B Units into Class C Units elected in such Contract for Sale will also not occur.
- No Brokers/Dealers. Buyers and Sellers may not use a broker-dealer or other representative to post offers or make trades on their behalf through the Trading Service. Buyers and Sellers may only post offers and make trades for their own accounts.

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**b. Posting to Sell Units.** In order to post an ask price for Units, interested Sellers should contact VIA by telephone or in person and follow the instructions given by the VIA representative, or login to the VIA website, register and proceed as follows:

- Sell Now. After logging in, select “Sell Now” and provide the information requested. Sellers must provide the following information to post ask prices for the sale of Units:
  - Select the class of EKAE Units to be offered for sale. **Note that Class A and Class B Units will need to be posted as Class C Units pursuant to EKAE's policy with respect to Exchange Conditioned Transfers, as described above and in the following paragraph.**
  - Class A and Class B Units will be subject to EKAE’s transfer policy requiring the Seller to exchange those Units into an equal number of Class C Units immediately prior to the consummation of any transfer of Units completed pursuant to a match on the Trading Service, unless any such transfer would constitute a One-for-One Transfer, as defined above. Accordingly, **a Seller must post all Class A and Class B Units as Class C Units on the Trading Service.** Only if any transfer constitutes a One-for-One Transfer will the Units retain their original status as Class A or Class B, as the case may be, in the transfer to the Buyer; otherwise, the Buyer will acquire Class C Units if the transaction is completed. Buyer should review and consider the "Summary of Class Distinctions for Exchange Conditioned Transfers" prior to posting any ask quotes for their Class A or Class B Units.
  - State the number of Units to be offered for sale. Class B Units must be offered for sale in increments of 10 Units. Class A and Class C Units may be offered for sale in increments of 1 Unit.
  - Note that the Trading Service will split the Units listed for sale if a Buyer match occurs for less than all of Seller's Units posted for sale (subject to the 10 Unit increment requirement applicable to Class B Units, as described above).
  - State the ask price per Unit.
  - Seller must confirm that the Units are owned by Seller, that they have not been previously transferred or sold, and that there are no liens or claims thereon, except where the lien holder has given its prior written consent to the proposed transfer. (If the Seller has pledged his or her Units to secure a loan or other obligation, Seller will need to submit to the Transfer Agent the written consent of the lender to sell the Units.)
  - Seller must confirm that Seller has read and understands and agrees to the rules of the Trading Service as set forth in this Trading Service Operations Manual.
  - Seller must confirm that Seller will surrender the Unit certificates representing the Units offered for sale, if Seller’s Units are sold through the Trading Service.

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- Seller must confirm the accuracy of the information posted.
  
- Verification. When a Seller posts Units for sale, VIA will notify the Transfer Agent of the posting for the purpose of verifying ownership of the Units, and determining that all Units are qualified to be sold. The Transfer Agent will in turn notify VIA of Seller's eligibility to sell and transfer the Units to be offered for sale and will verify whether any waiting period applies. If a Seller's previous offer to sell was removed for failure to be matched with an offer to buy within the 120-day period following the date of posting, the Seller may not post a subsequent offer to sell Units unless and until 60 days have elapsed from the date the previous offer to sell was removed from the Trading Service.
  
- Unit Minimum. All EKAE members are required to hold a minimum of at least 1 Unit. However, the EKAE Operating Agreement requires that Class B Units be transferred in blocks of 10 Units each.

**c. Posting to Buy Units.** In order to post a bid price for the purchase of Units, an interested Buyer should contact VIA by telephone or in person and follow the instructions given by the VIA representative, or login under the username and password that Buyer has established, and proceed as follows:

- Buy Now. After logging in, select "Buy Now" and provide the information requested. Buyers must provide the following information to purchase Units:
  - Select the class of EKAE Units to be bought. Note that due to EKAE's policy with respect to Exchange Conditioned Transfers, as described above, all Sellers are required to post ask prices for the sale of Units as Class C Units.
  
  - All ask quotes for Class A or Class B Units must be posted as Class C Units on the Trading Service due to the transfer policy described above which requires Class A or Class B Units to be exchanged for an equal number of Class C Units as a condition to a Seller's transfer of Units pursuant to a match made on the Trading Service. Only if a transfer of any Class A or Class B Units would constitute a "One-for-One Transfer" as described above will the Units retain their original status as Class A or Class B Units, as applicable, in the transfer of the Units to Buyer; otherwise, the Buyer will acquire Class C Units. Buyer acknowledges that it will not know if a transfer of Units will constitute a "One-for-One Transfer" until after the parties have executed a Contract for Sale and the Board of Directors of EKAE has approved the transfer in its sole discretion. Accordingly, the Buyer may ultimately acquire Units other than Class C Units, and Buyer assumes and understands this risk. Buyer should carefully review the "Summary of Class Distinctions for Exchange Conditioned Transfers" prior to posting any bid quotes for Units.
  
  - State the number of Units that the Buyer is bidding to buy. Class B Units must be offered for sale in increments of 10 Units. Class A and Class C Units may be offered for sale in increments of 1 Unit.

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- State the bid price per Unit.
- Buyer must confirm that Buyer has read and understands and agrees to the rules of the Trading Service as set forth in this Trading Service Operations Manual.
- Buyer must confirm that Buyer will pay the total purchase price, if Buyer is successful in purchasing Units through the Trading System.

**d. Publication of Posted Information.** Upon confirmation of posted information, VIA will publish on its website and maintain in printed form the information posted by Buyer and Seller regarding the number and class of Units desired to be bought or sold and the bid or ask price per Unit. All Buyers' and Sellers' information will be published anonymously.

**e. Notices.** Notices will generally be provided by e-mail only. If no e-mail is provided, notices will be sent by U.S. mail to the address provided upon registration.

**4. Matching/Closing the Sale.**

**a. Bidding period.** Sellers may post Units for sale at any time of the day, week or year, though a 15-day waiting period will apply until matching can effectively occur. Buyers may post a bid to buy Units for sale at any time during the day, week or year, and no waiting period will apply before matching can effectively occur.

**b. Matching.** After the ask quote to sell Units has been posted for at least 15 days, the offer to sell may be matched with bid quotes to purchase at 5:00 pm Central Time of any day. Sellers' ask prices and Buyers' bid prices will be matched under the following matching rules, conditions and guidelines:

- Matching occurs when an offer to buy has been posted at a bid price that is equal to or exceeds a Seller's posted ask price.
- Price will be given priority over time at which an offer to buy or sell is posted, unless other conditions stated herein apply.
- The lowest ask price will be matched with the highest bid price.
- If multiple bid prices exceed an ask price, the highest bid price has priority over other bids.
- If multiple bid prices are identical, the bid posted first in time has priority over other bids.
- If multiple ask prices are posted at identical ask prices, the ask price posted first in time has priority.

**c. Sale Confirmation and Contract for Sale.** As soon as practicable after the a match has been made, VIA will notify Sellers and Buyers with matched offers, by email or hard copy, as necessary, of the match and send them a Sale Confirmation and a Contract for Sale. The Contract for Sale will include final matching information indicating the number and class of Units being purchased or sold and the price per Unit.

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**d. Escrow and Commission Fee.** Seller must pay an escrow and commission fee equal to 2% of the total purchase price, with a minimum fee of \$175.00 per transaction. The Escrow Agent will automatically deduct this fee from the purchase price proceeds to be distributed to Seller upon completion of the sale.

**e. Execution, Delivery and Payment.** Within **fifteen (15) days** after the match has been made, Seller and Buyer must either (a) notify VIA that it will not accept the match made, or (ii) sign and return the following items:

- **Buyer – Payment and Documents.**

A. Buyer must submit the following to the Escrow Agent, First State Bank, at 707 Main Street, P.O. Box 129, Wilmot, South Dakota 57279:.

- 100% of the purchase price by check, bank money order, or wire transfer, which will be deposited in a non-interest bearing escrow account until the sale transaction is approved by EKAE's Board of Directors. If the sale is disapproved, the purchase price will be disbursed back to the Buyer.

B. Buyer must submit the following to the Transfer Agent, EKAE, at 1304 S. Main, Garnett, Kansas 66032:

- The Contract for Sale fully completed and signed by Buyer.
- The Member Signature Page to EKAE's Operating Agreement signed by Buyer.
- Photo ID.

- **Seller – Documents.** Seller must submit the following to the Transfer Agent, EKAE, at 1304 S. Main, Garnett, Kansas 66032:

- The Contract for Sale fully completed and signed by Seller.
- The Unit certificate(s) representing the Units to be sold, the back of which must be signed by the Seller. Alternatively, the Seller may submit a lost certificate affidavit in a form satisfactory to the Transfer Agent.
- A written confirmation from Seller's lender or other lien holder consenting to the transfer of the Units, if the Units have been pledged as collateral security for a loan or other obligation. At the time of closing, the Units must be free and clear of any lien, encumbrance, pledge or security interest.
- A photo ID, if not already on file with the Transfer Agent.

- **Additional Information.** Buyer or Seller must also submit any additional information to the Transfer Agent, EKAE, at 1304 S. Main, Garnett, Kansas 66032, as may be requested by EKAE for purposes of the Board of Directors' consideration and/or approval of the transfer. This may include, without limitation, the requirement that Seller execute for transfer and return to Transfer Agent its original Class A or Class B certificate as well as a certificate representing any Class C Units into which any Class A or Class B units are exchanged as a condition to an Exchanged Conditioned Transfer.

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**f. Escrow/Completion of Sale.** Upon EKAE's Board of Directors' approval of a transfer, the Escrow Agent will cash Buyer's check, or confirm receipt of funds transferred electronically, and hold all funds and other documents until all conditions for transfer have been fulfilled. Once the transfer conditions have been fulfilled, (i) the Escrow Agent will deliver by check to Seller at Seller's registered address the proceeds from the sale, less the escrow and commission fee, (ii) the Transfer Agent will (a) issue to the Buyer a notice of purchased Units, reflected on EKAE's Unit Ledger as being held by Buyer and (b) issue to the Seller a notice of retained Units, if any, reflected on EKAE's Unit Ledger as being held by Seller. The Transfer Agent will also issue new Unit certificates to the Buyer representing the Units purchased and, if applicable, to the Seller representing Units retained. Seller may have the net sale proceeds electronically deposited directly into a designated account for an additional fee by contacting the Escrow Agent.

**g. Trade Effective Date.** Trades will be completed four times a year. All sales and transfers of Units will not become effective until the first day of the quarter (January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>) following the date of the match; provided, however, that the sale or transfer can only become effective on such date if (a) EKAE's Board of Directors has provided its prior written consent to the transfer and (b) 45 days has expired from the date the offer to sell was posted to the Trading Service. If an offer to sell is posted within the last 45 days of a quarter and a match occurs prior to the end of that same quarter, the sale and transfer will not become effective until the first day of the quarter following the next quarter.

**i. Unmatched Offers.** If a Seller's ask price is not matched with a Buyer's bid price within 120 days of posting of Seller's ask price, Seller's posting information will be removed from the Trading Service on the 120<sup>th</sup> day of posting and, after removal, Seller will not be permitted to repost an ask price for 60 days. Unmatched offers to sell at the end of the 120 day period will not automatically be listed again. To repost, Seller will need to take those steps required by the Trading Service, as described above.

**j. Display of Offers.** Bid and ask information submitted by Buyers and Sellers will be publicly displayed on the Trading Service website and available in printed copy. Sellers' and Buyers' identities are always anonymous. Registered users may review a printed copy of the offers to sell and buy submitted by contacting VIA. Completed sale information may be included in EKAE's website. Posted ask and bid information from previous periods will be available for inspection at EKAE's administrative office.

**k. Trading Suspension.** The Buy and Seller hereby acknowledge and agree that there may be certain circumstances where EKAE 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, tax, and/or securities laws. The Buyer and Seller agree that in the event any such suspension of the transfer of Units in EKAE 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 EKAE) (an "Incomplete Transaction"), the Incomplete Transaction shall be null and void. 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.

**l. Limitation on Trading.** No more than 10% of EKAE's outstanding Units may be traded through the Trading Service in any year. If the 10% limit is reached, no further trading will be authorized until after the end of the year.

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**m. Conditions to Transfer.** The EKAE Operating Agreement requires certain conditions to transfer to be satisfied before a sale of Units will be approved by the Board of Directors. Accordingly, interested Buyers and Sellers should review these conditions.

**n. Operating Agreement.** As a condition to becoming a Member in EKAE, a Buyer of Units will be required to execute and submit a Member Signature Page to EKAE's Operating Agreement, pursuant to which the Buyer agrees to be bound by the terms and provisions of the Operating Agreement. Accordingly, Buyers of Units should carefully review the terms and conditions of EKAE's Operating Agreement before purchasing Units.

**o. Distinctions Among Classes.** Buyer and Seller should carefully review the "Summary of Class Distinctions for Exchanged Conditioned Transfers" before posting bid or ask quotes for a summary of the rights and restrictions applicable to each class of Units and certain risks relating to Exchange Conditioned Transfers. Exchange Conditioned Transfers will obligate the Seller to agree to exchange Seller's Class A or Class B Units for an equal number of Class C Units immediately prior to the transfer of Units pursuant to any match made on the Trading Service; in such case, the Buyer will purchase and acquire Class C Units.