

## PRIVATE TRANSFER REQUEST GOLDEN GROWERS COOPERATIVE (GGC)

I (we) request that the Board of Directors of Golden Growers Cooperative approve the following proposed transfer:

<b>Number of Membership Units to be Transferred (In Whole Units)</b>			
<b>Date Received</b> (office use only)		<b>Effective Date</b> (office use only)	

<b>TRANSFEROR INFORMATION</b>			
GGC Membership Name	Membership #	Contact	
		Phone:	
	<b>SSN or Tax ID#</b>	Cell:	
<b>Name of Authorized Representative</b>		Fax:	
		E-mail:	
Street Address or P.O. Box:		Units Pre Transfer	
City, State & ZIP		Units Post Transfer*	
<b>County (office use)</b>		<b>District (office use)</b>	

\* *Transferor must hold at least 4,000 Units after this transaction, unless transferor is transferring his/her/its entire ownership interest in the Units. Therefore, any transfer that will result in transferor holding less than 4,000 Units will not be approved.*

<b>TRANSFeree INFORMATION</b>		**If Joint, check one: ___ Joint Tenancy; ___ Tenancy in Common	
GGC Membership Name	Membership #	Contact	
		Phone:	
	<b>SSN or Tax ID#</b>	Cell:	
<b>Name of Authorized Representative</b>		Fax:	
		E-mail:	
Street Address or P.O. Box:		Units Pre Transfer	
City, State & ZIP		Units Post Transfer	
<b>County (office use)</b>		<b>District (office use)</b>	

**\*\*Note:** Tenancy in Common – upon one tenant’s death, the interest passes to his/her heirs  
Joint Tenancy – upon one tenant’s death, the interest passes to the surviving joint tenant

## TYPE OF PRIVATE TRANSFER

I (we) request that the Board of Directors of Golden Growers Cooperative ("Golden Growers") approve the following type of transfer (**check one**):

Transfers that generally have carry-over basis (consult your tax advisor for IRS basis rules):

- A transfer by gift
- A transfer to a trust
- A transfer to a partnership in which the transferor is a partner or shareholder.
- A transfer to a corporate entity in which the entity is at least 80% owned by the transferor(s)
- A transfer from a partnership, JV, etc. in which the transferee was a partner or owner of the partnership, JV, etc.
- Addition or deletion of a joint tenant.
- A transfer at death, including transfers from an estate or testamentary trust.
- 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).

Relationship of Transferee to Transferor: \_\_\_\_\_

- 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, two 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.

## 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 the delivery of this form.

## DOCUMENTS

Transferor and Transferee must enclose with this Private Transfer Request: (1) the lender's consent and transfer instructions, if the Transferor has granted a security interest in the Units to a lender, (2) an executed Uniform Member Agreement for each transferee, that is not already a member, and (3) copies of all relevant documents that will assist the Board of Directors in determining if the transaction qualifies as a private transfer.

If the transfer is requested due to a member's death, a certified copy of a death certificate and letters of appointment of a personal representative, or similar documentation authorizing the transfer, are required. If the transfer is to a trust, copies of the following pages in the trust instrument must be included: the title page, signature page and page indemnifying the trustee.

## WARRANTIES AND REPRESENTATIONS

1. Transferor and Transferee acknowledge that the proposed transfer is valid only after the Board of Directors of Golden Growers has approved the transfer;
2. Transferee, as a member of Golden Growers, agrees to be bound and governed by the provisions, rules and regulations of the Articles of Organization, Bylaws and Uniform Member Agreement, and applicable policies of Golden Growers, 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 and Transferor each acknowledge and agree that all allocations of profits and losses of Golden Growers for the period prior to the transfer will be for the account of the Transferor and that all allocations of profits and losses of Golden Growers for periods following the transfer will be for the account of the Transferee.
5. Transferor and Transferee each acknowledge and agree that Transferee shall have sole claim to and right to receive all distributions, dividends, interest and payments of cash, securities or other property declared, paid or made by Golden Growers in connection with the Units after the date of the transfer contemplated by this Agreement, irrespective of the party to which profits and losses were allocated;
6. Transferee understands that there is no public market for the 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;
7. Transferee has received a copy of Golden Growers' Bylaws and Uniform Member Agreement, and understands that he/she/it and the Units will be bound by the provisions of the Bylaws and Uniform Member Agreement, which contain, among other things, provisions that restrict the transfer of Units;
8. Transferee understands that the Units are subject to substantial restrictions on transfer under applicable tax and securities laws along with restrictions in Golden Growers' Bylaws, 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 Bylaws, the requirements of the Securities Act of 1933, as amended, and other applicable tax and securities laws;
9. Transferee and Transferor agree to indemnify and hold Golden Growers 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;
10. Transferor certifies that he/she/it will own at least 4,000 Units after the transfer proposed by this Private Transfer Request is completed; and
11. 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)**

**FOR INDIVIDUALS AND  
JOINT TENANTS:**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR ENTITIES**

**NAME OF ENTITY: (Printed)**

\_\_\_\_\_

**Signature and Title of Authorized  
Representative**

By: \_\_\_\_\_  
(Signature)

Its (Title): \_\_\_\_\_

Date: \_\_\_\_\_

**TRANSFeree(s)**

**FOR INDIVIDUALS AND  
JOINT TENANTS:**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR ENTITIES**

**NAME OF ENTITY: (Printed)**

\_\_\_\_\_

**Signature and Title of Authorized  
Representative**

By: \_\_\_\_\_  
(Signature)

Its (Title): \_\_\_\_\_

Date: \_\_\_\_\_