



Account Transfer (Re-Registration) Form
TRANSFEROR/SELLER SECTION

IMPORTANT: Transferor/Seller and Transferee/Buyer Sections must be submitted simultaneously and must include Appendix A, which must be executed by both Transferor/Seller and each Transferee/Buyer.

To be completed by individual transferring/selling shares of Greenbacker Renewable Energy Company.

TRANSFEROR INFORMATION

Full Name of fund: _____ Number of shares to be transferred: _____
Greenbacker Renewable Energy Company LLC Shareholder Number: _____
Class of Shares: _____

1. Transferor (or Seller) Information

Company shares are currently registered as follows:
Title: _____
Tax ID or SSN: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____

2. Reason for Transfer (Check one)

- | | |
|--|--|
| <input type="checkbox"/> Re-registration (Name change, individual to trust, etc.) | <input type="checkbox"/> Divorce |
| <input type="checkbox"/> Sale (Provide the cost per share of transfer _____) | <input type="checkbox"/> Gift (Provide the date of gift _____) |
| <input type="checkbox"/> Death* (Provide the date of death _____)
(Alternate date _____ or alternate value \$ _____) (If applicable) | <input type="checkbox"/> Other (Please specify) _____ |

For certain types of transfer, additional documentation may be required.
* In the event of a transfer due to death, please provide a copy of the death certificate. Also, the beneficiary(ies) or executor/executrix must sign in place of the deceased owner as transferor. For certain types of transfers, additional documentation may be required.

By executing this Form, the transferor(s) hereby certifies and represents possession of valid title and all requisite power to assign such interests and represents and warrants that the transfer effected hereby is made in accordance with all applicable federal and state securities law and regulation. The transferor(s) understands that the transfer may be made only in compliance with the Limited Liability Company Operating Agreement as amended, of the Company and has executed the Assignment, Admission and Amendment Agreement included as Appendix A hereto. The signature(s) on this Form and Appendix A must correspond with the name(s) in which the transferor(s) hold the transferred share.

Transferor's Signature Date
Place Signature Guarantee here:

Co-Transferor's Signature Date
(for Custodian's Signature for Qualified Plans)

Co-Transferor's Signature Date
Place Signature Guarantee here:

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TRANSFeree/BUYER SECTION

IMPORTANT: Transferor/Seller and Transferee/Buyer Sections must be submitted simultaneously and must include Appendix A, which must be executed by both Transferor/Seller and each Transferee/Buyer.

To be completed by individual to whom shares of Greenbacker Renewable Energy Company are being transferred/sold. For more than one transferee/buyer, please print/complete additional copies of Transferee/Buyer Section and Appendix A.

TRANSFEEE INFORMATION

Full Name of fund: _____ Number of shares to be transferred: _____

Greenbacker Renewable Energy Company LLC

3. Transferee (or Buyer) Information

Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____
Business Phone: _____
Email Address: _____
Tax ID or SSN: _____
Date of Birth: _____

Co-Transferee (or Buyer) Information

Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____
Business Phone: _____
Email Address: _____
Tax ID or SSN: _____
Date of Birth: _____

4. Type of Ownership

Account Type	Additional Required Documentation
<input type="checkbox"/> Individual	If TOD, Transfer on Death form
<input type="checkbox"/> Joint Tenants (WROS)* <input type="checkbox"/> Tenants in Common* <input type="checkbox"/> Community Property* *All parties must sign	If JTWROS TOD, Transfer on Death form
<input type="checkbox"/> Trust	Trustee Certification form or trust documents
<input type="checkbox"/> Estate	Documents evidencing individuals authorized to act on behalf of estate
<input type="checkbox"/> Custodial <input type="checkbox"/> UGMA: State of: _____ <input type="checkbox"/> UTMA: State of: _____	None
<input type="checkbox"/> Corporation <input type="checkbox"/> C Corp <input type="checkbox"/> S Corp	Articles of Incorporation or Corporate Resolution
<input type="checkbox"/> LLC	LLC Operating Agreement or LLC Resolution
<input type="checkbox"/> Partnership	Partnership Certification of Powers or Certificate of Limited Partnership
<input type="checkbox"/> Non-Profit Organization	Formation document or other document evidencing authorized signers
<input type="checkbox"/> Profit Sharing Plan <input type="checkbox"/> Defined Benefit Plan <input type="checkbox"/> KEOGH Plan	Pages of plan document that list plan name, date, trustee name(s) and signatures
<input type="checkbox"/> Traditional IRA <input type="checkbox"/> SEP IRA <input type="checkbox"/> ROTH IRA <input type="checkbox"/> Simple IRA <input type="checkbox"/> Inherited IRA	For Inherited IRA indicate Decedent's name: _____
<input type="checkbox"/> Other (Specify) _____	



For Non-Qualified Custodial Accounts and All Qualified Accounts, please complete Section 6

5. Account Registration - SSN or TIN Required

Please print names in which shares are to be registered. (This is the name that will appear on your statement.)

Title Line 1 _____

Title Line 2 _____

SSN/TIN _____

6. Third Party Custodian/Trustee Information

> Applies to ALL retirement accounts and to non-retirement accounts that have elected to use a third party custodian/trustee.

> Make checks payable to the custodian and send ALL paperwork directly to the custodian. The custodian/trustee is responsible for sending payments pursuant to the instructions as set forth below.

Custodian/Trustee Name _____

Custodian/Trustee Address _____

City _____ State _____ ZIP _____

Custodian/Trustee Phone _____ Custodian/Trustee TIN _____

Investor Account Number with Custodian/Trustee _____

7. Interested Party (optional)

If you would like a duplicate copy of all communications the Company sends to you to be sent to an additional party, please complete the following.

Name of Interested Party: _____ Name of Firm: _____

Mailing Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

Email Address: _____

8. Distribution Information

If you select more than one option you must indicate the percentage of your distribution to be applied to each option and the sum of the allocations must equal 100%. If you do not complete this section, distributions will be paid to the registered owner at the address in Section 6 above. IRA accounts may not direct distributions without the custodian's approval.

Distributions may be funded from borrowings, offering proceeds, or proceeds from the sale of assets, which may constitute a return of capital and significantly reduce the amount of capital available for investment by GREC. Any capital returned to investors through distributions will be returned after certain fees and expenses are paid to the sponsor of this offering or its affiliates.

% of Distribution

Send distributions via check to investor's home address (or for Qualified Plans, to the address listed in Section 6) _____

Send distributions via check to the alternate payee listed here (not available for Qualified Plans without custodial approval) _____

Name _____

Address _____

City _____ State _____ ZIP _____

Account Number _____

Direct Deposit: (Attach Voided Check) I/we authorize GREC, or its agent, DST Systems, Inc. by or through a third party provider, (as applicable, the "Issuer") to deposit my distribution/dividend to my checking or savings account. This authority will remain in force until I notify the Issuer in writing to cancel it. If the Issuer deposits funds erroneously into my account, they are authorized to debit my account for an amount not to exceed the amount of the erroneous deposit. The above services cannot be established without a pre-printed voided check. For electronic funds transfers, signatures of bank account owners are required exactly as they appear on the bank records. If the registration at the bank differs from that on this Subscription Agreement, all parties must sign below. (not available for custodial held accounts without the custodian's approval)

Financial Institution Name _____ % of Distribution _____ Checking

ABA/ Routing Number _____ Account Number _____ Savings

9. Broker Dealer Information

Broker-Dealer/Advisory Firm Name _____

Representative Name _____ Rep Number _____

Representative's Firm Name _____ Branch ID _____

Representative's Address _____

Representative's City _____ State _____ Zip Code _____

Representative's Phone Number _____ Representative's Fax Number _____

Representative's E-mail Address _____

Check this box if you would like the financial institution, branch, and representative information carried over to the new account.

10. Electronic Delivery (optional)

Electronic Delivery of stockholder communication is available and if you would prefer to receive such communications and statements electronically for GREC, please affirmatively elect to do so by signing below where indicated.

We encourage you to reduce printing and mailing costs and to conserve natural resources by electing to receive electronic delivery of stockholder communications and statement notifications. By consenting below to electronically receive stockholder communications, including your account-specific information, you authorize GREC to either (i) e-mail stockholder communications to you directly or (ii) make them available on the GREC website and notify you by e-mail when such documents are available and how to access the documents.

You will not receive paper copies of these electronic materials unless specifically requested, the delivery of electronic materials is prohibited or we, in our sole discretion, elect to send paper copies of the materials.

Sign below if you consent to the electronic delivery of documents for GREC, including annual reports, proxy materials, and any other documents that may be required to be delivered under federal or state securities laws as well as account-specific information such as quarterly account statements or tax information. Your consent will be effective until you revoke it. In addition, by consenting to electronic access, you will be responsible for your customary Internet Service Provider charges in connection with access to these materials. E-mail address in the section below is required. Please carefully read the following representations before consenting to receive documents electronically. By signing this box and consenting to receive documents electronically, you represent the following:

(a) I acknowledge that access to both Internet e-mail and the World Wide Web is required in order to access documents electronically. I may receive by e-mail notification of the availability of a document in electronic format. The notification e-mail will contain a web address (or hyperlink) where the document can be found. By entering this address into my web browser, I can view, download and print the document from my computer. I acknowledge that there may be costs associated with the electronic access, such as usage charges from my Internet provider and telephone provider, and that these costs are my responsibility. (b) I acknowledge that documents distributed electronically may be provided in Adobe's Portable Document Format (PDF). The Adobe Reader® software is required to view documents in PDF format. The Reader software is available free of charge from Adobe's web site at www.adobe.com. The Reader software must be correctly installed on my system before I will be able to view documents in PDF format. Electronic delivery also involves risks related to system or network outage that could impair my timely receipt of or access to stockholder communications. (c) I acknowledge that I may receive at no cost from GREC a paper copy of any documents delivered electronically by calling Investor Services at 833.404.4104 from 9:00 am to 5:00 pm EST Monday-Friday. (d) I acknowledge that if the e-mail notification is returned to GREC as "undeliverable", a letter will be mailed to me with instructions on how to update my e-mail address to begin receiving communication via electronic delivery. I further understand that if GREC is unable to obtain a valid e-mail address for me, GREC will resume sending a paper copy of its filings by U.S. mail to my address of record. (e) I acknowledge that my consent may be updated or cancelled, including any updates in e-mail address to which documents are delivered, at any time by calling Investor Services at 833.404.4104 from 9:00 am to 5:00 pm EST Monday-Friday.

Electronic Delivery
Acknowledgement
Only

Signature of Investor	Date
Signature of Joint Investor	Date
E-mail (If blank - email from Section 3 will be used)	

Joint Accounts: If your Social Security number is the primary number on a joint account and you opt-in to electronic delivery, each consenting stockholder must have access to the e-mail account provided.

Your e-mail address will be held in confidence and used only for matters relating to your investment.

11. Signatures and Acknowledgements

See Guidelines for U.S. Taxpayer Certifications (the "guidelines") in the Investor Instructions of the Subscription Agreement for the guidelines on how to complete Section 11.

INFORMATION REQUIRED BELOW

Certification

Exempt payee code (If any)	Exemption from FATCA reporting code (If any) (Applies to accounts maintained outside the U.S.)
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Enter your TIN in the appropriate box below. (For most individuals, this is your social security number. If you do not have a TIN, write "Applied For" in the appropriate space below and see Obtaining a Number in the Guidelines). Certify by signing and dating below.

<input type="text"/>	OR	<input type="text"/>
Social Security Number		Employer Identification Number

SELECTION REQUIRED BELOW

Certification instructions. You must check the box in item 2 below next to the statement that applies to you.

By signing below, under penalties of perjury, I certify that:

- The number shown above and in this Subscription Agreement is my correct taxpayer identification number, and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, or
 I am subject to backup withholding because I have been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, and
- I am a U.S. citizen or other U.S. person (as defined in the Guidelines), and
- The FATCA code(s) entered on this form (if any) indicating I am exempt from FATCA reporting is correct.



Greenbacker

RENEWABLE ENERGY COMPANY

Application For Transfer Instructions

- The term transferor means the party from whom the shares are to be transferred. The term transferee is the party or parties to whom the shares are to be transferred.
Definitions:
 - A. "Transferor" - Current account holder
 - B. "Transferee" - Entity receiving shares
 - C. "Company/Assignee" - Greenbacker Renewable Energy Company LLC within which the transfer is taking place
 - D. "Shares" - Shares of limited liability company interest of Greenbacker Renewable Energy Company LLC
 - E. "Private Placement Memorandum" - The confidential private placement memorandum for Greenbacker Renewable Energy Company LLC
- If the transfer is due to death, enclose a copy of the death certificate. If there is an executor of the estate, enclose a copy of the letters of testamentary or court appointment of the executor dated within 90 days of the submission of this form.
- If this account involves a custodian, forward this form to the custodian for its signature with instructions to return it to Greenbacker Renewable Energy Company LLC as indicated below.

Notices

- Shares may be transferred only by the record owner in person or by its duly authorized agent or attorney upon completion of all forms obtained from the Company duly executed, delivery of the forms and such other documents as the Company may require, and payment in full for the shares and any applicable transfer tax. The transfer of shares is subject to all the limitations and restrictions contained in the Limited Liability Company Agreement, as amended, including compliance with applicable state and federal securities and tax laws.
- Both Application for Transfer and Appendix A must be completed and executed by the transferor(s) and transferee(s).
- The Subscription Booklet must be completed by the transferee, including the Power of Attorney and Annex A and B to the Subscription Agreement.
- Prior to completing the Subscription Booklet, the transferee should read the Private Placement Memorandum and Limited Liability Company Agreement.
- Shares may be transferred only by the record owner in person or by its duly authorized agent or attorney upon completion of all forms obtained from the Company duly executed, delivery of the forms and such other documents as the Company may require, and payment in full for the shares and any applicable transfer tax. The transfer of shares is subject to all the limitations and restrictions contained in the Company's Limited Liability Company Agreement including Appendix A hereto, as amended, including compliance with applicable state and federal securities and tax laws.
- The Company's Limited Liability Company Operating Agreement requires the consent of the Company's board of managers for a transferee to be substituted as a member of the Company, which consent shall not be unreasonably withheld.
- A transfer of shares will terminate Transferor's participation in Greenbacker Renewable Energy Company LLC's dividend reinvestment plan with respect to such transferred shares as of the date the transfer is accepted by Greenbacker Renewable Energy Company LLC.



APPENDIX A

ASSIGNMENT, ADMISSION AND AMENDMENT AGREEMENT

WHEREAS, the Company has been formed as a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. §§ 18-101 et seq.) (the "Act") pursuant to a Certificate of Formation of the Company, as filed in the office of the Secretary of State of the State of Delaware on April 30, 2012, and an Amended and Restated Limited Liability Company Agreement of the Company, dated as of February 20, 2013 (the "Agreement");

WHEREAS, the Assignor is a member of the Company and owns _____ percent (____%) of the Class P-A or P-I limited liability company interests in the Company (the "Interest");

WHEREAS, the Assignor desires to assign, transfer and convey the Interest to the Assignee, and the Assignor desires to resign from the Company as a member of the Company;

WHEREAS, the Assignee desires to acquire the Interest and the Assignee desires to be admitted to the Company as a substitute member of the Company;

WHEREAS, the Company and the Managers desire to consent to the foregoing; and

WHEREAS, to accomplish the foregoing, the undersigned desire to amend the Agreement and continue the Company in the manner set forth herein.

NOW, THEREFORE, the undersigned, in consideration of the premises, covenants and agreements contained herein, do hereby agree as follows:

1. Assignment. Notwithstanding any provision in the Agreement to the contrary, for value received, the receipt and sufficiency of which are hereby acknowledged, upon the execution of this Assignment, Admission and Amendment Agreement by the parties hereto and the completion of the Subscription Booklet by the Assignee, the Assignor does hereby assign, transfer and convey the Interest to the Assignee. The Assignee hereby accepts such assignment, assumes all obligations of the Assignor under the Agreement arising on or after the date hereof, and agrees to be bound by all the terms of and to undertake all of the obligations of the Assignor under the Agreement arising on or after the date hereof.
2. Admission. Notwithstanding any provision in the Agreement to the contrary, contemporaneously with the assignment described in Section 1 hereof, the Assignee shall be admitted to the Company as a substitute member of the Company.
3. Resignation. Notwithstanding any provision in the Agreement to the contrary, immediately following the admission of the Assignee as a substitute member of the Company, the Assignor shall and does hereby resign from the Company as a member of the Company, and shall thereupon cease to be a member of the Company, and shall thereupon cease to have or exercise any right or power as a member of the Company.
4. Continuation of the Company. The parties hereto agree that the assignment of the Interest, the admission of the Assignee as a substitute member of the Company and the resignation of the Assignor as a member of the Company shall not dissolve the Company.
5. Consent of the Company and the Managers. The Company and the Managers consent to the assignment of the Interest, the admission of the Assignee as a substitute member of the Company and the resignation of the Assignor as a member of the Company.
6. Future Cooperation. Each of the parties hereto agrees to cooperate at all times from and after the date hereof with respect to all of the matters described herein, and to execute such further assignments, releases, assumptions, amendments of the Agreement, notifications and other documents as may be reasonably requested for the purpose of giving effect to, or evidencing or giving notice of, the transactions contemplated by this Assignment, Admission and Amendment Agreement.
7. Binding Effect. This Assignment, Admission and Amendment Agreement shall be binding upon, and shall enure to the benefit of, the parties hereto and their respective successors and assigns.
8. Execution in Counterparts. This Assignment, Admission and Amendment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. Agreement in Effect. Except as hereby amended, the Agreement shall remain in full force and effect.
10. Governing Law. This Assignment, Admission and Amendment Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Delaware, all rights and remedies being governed by such laws.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment, Admission and Amendment Agreement to be duly executed as of the day and year first above written.

ASSIGNOR: _____

ASSIGNEE: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**Consented and Agreed to by:
COMPANY**

MANAGERS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____