

EXHIBIT “C”
TO THE RULE 506(c) PRIVATE PLACEMENT MEMORANDUM
DATED JULY 29, 2015
OF RINGNECK ENERGY LLC

This Exhibit C reflects the terms of the Company’s offering as set forth in the Company’s Rule 506(c) Private Placement Memorandum dated 7-29-15, as revised by its Rescission Offer & Supplement No.1 dated 7-26-16 & Supplement & Amendment No. 2 dated 10-11-16.

SUBSCRIPTION DOCUMENTS -
SUBSCRIPTION AGREEMENT, INVESTOR SUITABILITY QUESTIONNAIRE AND
PROMISSORY NOTE AND SECURITY AGREEMENT

PART A - INSTRUCTIONS

You should read Ringneck Energy LLC’s 506(c) Private Placement Memorandum dated July 29, 2015 and the exhibits thereto (the “**Memorandum**”), together with the Rescission Offer and Supplement No. 1 to the Memorandum dated July 26, 2016 and the exhibits thereto (the “**Supplement**” and together with the Memorandum, the “**Offering Documents**”), in their entirety, for a complete explanation of an investment in Ring-neck Energy & Feed, LLC, a South Dakota limited liability company doing business as Ringneck Energy LLC (the “**Company**”). **You may mail questions, inquiries, and requests for information to our business office at: Ringneck Energy LLC, P.O. Box 68, 215A S. Main St., Onida, South Dakota 57564. Our office telephone number is (605) 258-2900.** Additionally, you may contact our directors and officers who are offering our units on behalf of the Company at the telephone numbers listed below:

Name	Position	Telephone
Walter Wendland	Chairman, President and CEO	(641) 420-5890
Janet Wendland	Secretary and Treasurer	(319) 430-8695
Edward Eller	Director	(605) 258-2767
Gary Wickersham	Director	(605) 222-2811
Jeffrey Goebel	Director	(605)769-1136
Patrick Voorhees	Director	(605) 280-8019
Kenton Johnson	Director	(320) 894-9065

INSTRUCTIONS IF YOU ARE SUBSCRIBING PRIOR TO THE COMPANY’S RELEASE OF FUNDS FROM ESCROW: If you are subscribing prior to the Company’s release of funds from escrow, you must follow the instructions contained in paragraphs 1 through 6 below.

1. Complete all information required in this Subscription Agreement, and date and sign the Subscription Agreement on page 7 and the Member Signature Page to our Operating Agreement attached to this Subscription Agreement on page 9.
2. Provide documents allowing us to verify your “accredited investor” status as required by Rule 506(c) (See “Accredited Investor Status” in D.5 below). Please select one of the three following methods below by which you are verifying your “accredited investor” status and include copies of the identified documents for our retention. We will confidentially retain your documents for a period of four (4) years before destroying them. We will otherwise disclose the contents of your documents only as required by either state or federal securities law regulators or otherwise as is required by a court of law. We will not return your documents to you.
 - a. You may provide us with copies of any IRS form that reports your income for the last two years (including Form W-2, Form 1099, Schedule K-1 to Form 1065, and Form 1040). If you choose this option, you must also provide your written representation that you have a reasonable expectation of reaching the income level necessary to qualify as an “accredited investor” during the current year. You may either annotate and initial the margin of this subscription agreement or provide a separate letter signed by you which sets forth your consistent income expectation for the current year.
 - b. You may provide us with information regarding your present net worth. You may provide one or more of the following types of documentation dated within the prior three months and a written representation that all liabilities necessary to make a determination of net worth have been disclosed: assets (bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, and appraisal reports issued by independent third parties), and liabilities (a credit report from at least one of the nationwide consumer reporting agencies).

- c. You may provide us with written confirmation of your “accredited investor” status from certain third-parties. Specifically, you may provide a written confirmation from a registered broker-dealer, a registered investment advisor, a licensed attorney, or a certified public accountant who have taken reasonable steps to verify that you are an “accredited investor” within the last three months. **We have provided a sample letter for such person’s consideration attached to the memorandum as Exhibit G.**

3. Immediately provide a personal (or business) check for the first installment of ten percent (10%) of your investment amount. The check should be made payable to “**BankWest, Onida, SD, escrow agent for Ringneck Energy LLC.**” You will determine this amount in box C.2 on page 3 of this Subscription Agreement.

4. Execute the Promissory Note and Security Agreement on page 9 of this Subscription Agreement evidencing your commitment to pay the remaining ninety percent (90%) due for the units. The Promissory Note and Security Agreement is attached to this Subscription Agreement and grant Ringneck Energy LLC a security interest in your units.

5. Deliver the original executed documents referenced in paragraphs 1, 2, and 4 of these instructions, together with a personal or business check as described in paragraph 3 of these instructions to: **Ringneck Energy LLC, P.O. Box 68, 215A S. Main St., Onida, South Dakota 57564.**

6. Within 20 days of written notice from Ringneck Energy that your subscription has been accepted, you must remit an additional personal (or business) check for the second installment of ninety percent (90%) of your investment amount made payable to “**BankWest, Onida, SD, escrow agent for Ringneck Energy LLC**” in satisfaction of the Promissory Note and Security Agreement on page 8. You will determine this amount in box C.3 on page 1 of this Subscription Agreement. You must deliver this check to the same address set forth above in paragraph 5 within twenty (20) days of the date of Ringneck Energy’s written notice. If you fail to pay the second installment pursuant to the Promissory Note and Security Agreement, Ringneck Energy shall be entitled to retain your first installment and to seek other damages, as provided in the Promissory Note and Security Agreement. This means that if you are unable to pay the 90% balance of your investment amount within 20 days of our notice, you may have to forfeit the 10% cash deposit.

Your funds will be placed in Ringneck Energy’s escrow account at BankWest, Onida, SD. The funds will be released to Ringneck Energy or returned to you in accordance with the escrow arrangements described in the memorandum. Ringneck Energy may, in its sole discretion, reject or accept any part or all of your subscription. If Ringneck Energy rejects your subscription, your Subscription Agreement and investment will be promptly returned to you, plus nominal interest, minus escrow fees. Ringneck Energy may not consider the acceptance or rejection of your subscription until a future date near the end of this offering.

INSTRUCTIONS IF YOU ARE SUBSCRIBING AFTER THE COMPANY’S RELEASE OF FUNDS FROM ESCROW: If you are subscribing after the Company’s release of funds from escrow, you must follow the instructions contained in paragraphs 1 through 3 below.

1. Complete all information required in this Subscription Agreement, and date and sign the Subscription Agreement on page 7 and the Member Signature Page to our Operating Agreement attached to this Subscription Agreement on page 9.

2. Immediately provide your personal (or business) check for the entire amount of your investment (as determined in box C.1 on page 1) made payable to “**Ringneck Energy LLC.**”

3. Deliver the original executed documents referenced in paragraphs 1, 2, and 4 of these instructions, together with a personal or business check as described in paragraph 3 of these instructions to: **Ringneck Energy LLC, P.O. Box 68, 215A S. Main St., Onida, South Dakota 57564.**

If you are subscribing after we have released funds from escrow and we accept your investment, your funds will be immediately at-risk as described in the memorandum. Ringneck Energy may, in its sole discretion, reject or accept any part or all of your subscription. If Ringneck Energy rejects your subscription, your Subscription Agreement and investment will be returned to you promptly, plus nominal interest, minus escrow fees. Ringneck Energy may not consider the acceptance or rejection of your subscription until a future date near the end of this offering.

PART B

SUBSCRIPTION AGREEMENT
Limited Liability Company Membership Units
\$5,000 per Unit
Minimum Investment of 10 Units (\$50,000)

The undersigned subscriber (“**Subscriber**”), desiring to become a member of Ring-neck Energy & Feed, LLC, a South Dakota limited liability company with its principal place of business at P.O. Box 68, 215A S. Main St., Onida, South Dakota 57564 and doing business as Ringneck Energy LLC (the “**Company**”), hereby subscribes for the purchase of units of the Company and agrees to pay the related purchase price identified below.

A. SUBSCRIBER INFORMATION. Please print your individual or entity name and address. If we accept your subscription, the units will be titled in the name of the subscriber as it appears below. Joint subscribers should provide both names. Your name and address will be recorded exactly as printed below. Please provide your home, business and/or mobile telephone number. If desired, please also provide your e-mail address.

- 1. Subscriber’s Printed Name: _____
Joint Subscriber’s Printed Name (if any): _____
- 2. Title, if applicable: _____
- 3. Subscriber’s Address: _____
(Street)

(City, State Zip Code)
- 4. Email Address (optional): _____
- 5. Home Telephone Number: _____
- 6. Business Telephone Number: _____
- 7. Mobile Telephone Number: _____

B. NUMBER OF UNITS PURCHASED. You must purchase at least 10 units. The minimum number of units to be sold is 13,000 and the maximum number of units to be sold in the offering is 19,200.

Units

C. PURCHASE PRICE. Indicate the dollar amount of your investment. The minimum subscription amount is \$50,000 (10 units x \$5,000 per unit).

1. <u>Total Purchase Price</u> *	=	2. <u>1st Installment</u>	+	3. <u>2nd Installments</u>
(Multiply the Per Unit Price by the number of units)		(10% of Total Purchase Price)		(90% of Total Purchase Price)
<input type="text"/>	=	<input type="text"/>	+	<input type="text"/>

* The purchase price is \$5,000 per unit.

D. Additional Subscriber Information. Subscriber, 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 subscriber is a Custodian, Corporation, Limited Liability Company, Partnership or Trust, please provide the additional information requested.

- Individual
- Joint Tenants with Right of Survivorship (Both signatures must appear on page 8.)
- Corporation, Limited Liability Company or Partnership (Corporate Resolutions, Operating Agreement or Partnership Agreement must be enclosed.)
- Trust
Trustee's Name: _____
Trust Date: _____
- Other: Please provide detailed information in the space immediately below.

2. Subscriber's Taxpayer Information. Check the appropriate box if you are a non-resident alien, a U.S. Citizen residing outside the United States, and/or subject to backup withholding. All individual subscribers should provide their Social Security Numbers. Trusts should provide the trust's taxpayer identification number. Custodians should provide the minor's Social Security Number. Other entities should provide the entity's taxpayer identification number.

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

Subscriber's Social Security No.: _____
Joint Subscriber's Social Security No.: _____
Taxpayer Identification No.: _____

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

Street: _____
City, State, Zip Code: _____

4. State of Residence.

State of Principal Residence (*individual only*): _____
State of Principal Place of Business (*entity only*): _____
State where driver's license is issued: _____
State where resident income taxes are filed: _____
State(s) in which you have maintained your principal residence (or if an entity, principal place of business) during the past three years:

a.	b.	c.
----	----	----

5. Accredited Investor Status. You cannot invest in The Company unless you meet the definition of "accredited investor" as defined under Rule 501 of Regulation D under the Securities Act of 1933, as amended (the "**Securities Act**"). Furthermore, you will be required to verify your "accredited investor" status through one of the methods provided above in Part A, Paragraph 2. Please review the following categories of "accredited investor" and check the applicable box.

- The Subscriber is a natural person with a net worth, or joint net worth with my spouse, of at least \$1 million, excluding the value of my primary residence;
- The Subscriber is a natural person who had income of at least \$200,000 in each year of the last two years (or \$300,000 together with my spouse, if married), and have a reasonable expectation to earn the same amount in the current year;

- The Subscriber is a trust, with total assets of \$5,000,000 or more not formed for the specific purpose of acquiring the units, whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment;
- The Subscriber is a corporation, Massachusetts or similar business trust, limited liability company or partnership with total assets in excess of \$5,000,000, not formed for the specific purpose of purchasing the Company's units or other securities;
- The Subscriber is an investment company registered under, or a business development company as defined in, the U.S. Investment Company Act of 1940;
- The Subscriber is a small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958;
- The Subscriber is a private business development company as defined in the U.S. Investment Advisers Act of 1940;
- The Subscriber is an ERISA employee benefit plan and (i) the plan has total assets in excess of \$5,000,000; (ii) the investment decision is made by a plan fiduciary that is a bank, savings and loan, insurance company or registered investment advisor; or (iii) the plan is a self-directed with investment decisions made solely by a person meeting one of the "accredited investor" tests set forth in this Section D.5;
- The Subscriber is an entity in which all of the equity owners meet one of the "accredited investor" tests set forth in this Section D.5.

6. Subscriber's Representations and Warranties. You must read and certify your representations and warranties by placing your initials where indicated and by signing and dating this Subscription Agreement. Joint Subscribers are also required to initial and sign as indicated.

<p>(Initial here)</p> <p>_____</p>	<p>(Joint initials)</p> <p>_____</p>	<p>By signing below the Subscriber represents and warrants to the Company that he/she/it:</p> <p>a. has received a copy of the Company's 506(c) Private Placement Memorandum dated July 29, 2015 and the exhibits thereto (the "Memorandum"), and the Rescission Offer and Supplement No. 1 to the Memorandum dated July 26, 2016 and the exhibits thereto (the "Supplement" and together with the Memorandum, the "Offering Documents"), and has had an opportunity to review the Offering Documents and ask any relevant questions to the officers and directors of the Company;</p> <p>b. has been informed that the units of the Company are offered and sold in reliance upon exemptions from federal securities registration and similar exemptions from state registration in South Dakota and various other states, and understands that the units to be issued pursuant to this Subscription Agreement can only be sold to a person meeting "accredited investor" qualifications;</p> <p>c. has been informed that the Company is relying in part upon the representations of the undersigned Subscriber contained herein and the accuracy and completion of documentation regarding the Subscriber's qualification as an "accredited investor";</p> <p>d. has been informed that the units subscribed for have not been approved or disapproved by the Securities and Exchange Commission, nor any other state or federal regulatory authority, nor has any regulatory authority passed upon the accuracy or completeness of the Offering Documents;</p> <p>e. 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;</p>
------------------------------------	--------------------------------------	--

- _____ f. understands that there is no present market for the Company’s units, that the 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 units;
- _____ g. has been encouraged to seek the advice of his legal counsel and accountants or other financial advisers with respect to investor-specific tax and/or other considerations relating to the purchase and ownership of units;
- _____ h. has received a copy of the Company’s Amended and Restated Operating Agreement, dated March 20, 2015 (the “**Operating Agreement**”), and understands that the Subscriber 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;
- _____ i. understands that the units are subject to substantial restrictions on transfer under certain tax and securities laws along with restrictions in the Operating Agreement, and agrees that if the units or any part thereof are sold or distributed in the future, the Subscriber shall sell or distribute them pursuant to the terms of the Operating Agreement, and the requirements of the Securities Act, and applicable tax and securities laws;
- _____ j. meets the one of the “accredited investor” tests set forth in Item D.5 above and is capable of bearing the economic risk of this investment, including the possible total loss of the investment;
- _____ k. understands that the Company will place a restrictive legend on any certificate representing any unit containing substantially the following language as the same may be amended by the board of directors of the Company in their sole discretion:

THE TRANSFERABILITY OF THE COMPANY 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 WILL 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, THE TERMS AND CONDITIONS SET FORTH IN THE OPERATING AGREEMENT AND AGREED TO BY EACH MEMBER. THE UNITS REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, OFFERED FOR SALE OR TRANSFERRED IN THE ABSENCE OF 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.

- _____ l. understands that, to enforce the above legend, the Company may place a stop transfer order with its registrar and stock transfer agent (if any) covering all certificates representing any of the units;
- _____ m. may not transfer or assign this Subscription Agreement, or any of the Subscriber’s interest herein without the prior written consent of the Company;
- _____ n. has written his/her/its correct taxpayer identification number under Item D.2 on this Subscription Agreement;

- _____ o. understands that execution of the attached Promissory Note and Security Agreement will allow the Company or its assigns to pursue the obligor for payment of the amount due thereon by any legal means, including, but not limited to, acquisition of a judgment against the obligor in the event that the subscriber defaults on that Promissory Note and Security Agreement; and
- _____ p. acknowledges that the Company may retain possession of certificates representing Subscriber's units to perfect its security interest in those units.
- _____ q. is not subject to back up withholding either because he/she/it has not been notified by the Internal Revenue Service ("IRS") that he, she or it is subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified him, her or it that he is no longer subject to backup withholding (*Note: This clause (o) should be initialed and crossed out if the backup withholding box in Item D.2 is checked*);

Individuals:

Entities:

Name of Individual Subscriber (Please Print)

Name of Entity (Please Print)

Signature of Individual

Print Name and Title of Officer

Name of Joint Individual Subscriber (Please Print)

Signature of Officer

Signature of Joint Individual Subscriber

Dated: _____

Dated: _____

ACCEPTANCE OF SUBSCRIPTION BY RINGNECK ENERGY LLC:

Ringneck Energy LLC hereby accepts Subscriber's subscription for _____ units.

Dated this _____ day of _____, 20_____.

RINGNECK ENERGY LLC

By: _____

Its: _____

PROMISSORY NOTE AND SECURITY AGREEMENT

Date of Subscription Agreement: _____, 20_____.

\$5,000 per Unit
Minimum Investment of 10 Units (\$50,000)
Additional Units Sold in Increments of 1 Unit Thereafter

_____ Number of Units Subscribed
_____ Total Purchase Price (Per unit price multiplied by number of units subscribed)
(_____) Less Initial Payment (10% of Principal Amount)
_____ Principal Balance

FOR VALUE RECEIVED, the undersigned hereby promises to pay to the order of Ring-neck Energy & Feed, LLC, a South Dakota limited liability company doing business as Ringneck Energy LLC (“Ringneck Energy”), with its principal office located at P.O. Box 68, 215A S. Main St., Onida, South Dakota 57564, or at such other place as required by Ringneck Energy, the Principal Balance set forth above in additional increments as determined by the Board of Directors of Ringneck Energy to be paid without interest within 20 days following the call of the Ringneck Energy Board of Directors, as described in the Subscription Agreement. In the event the undersigned fails to timely make any payment owed, the entire balance of any amounts due under this full recourse Promissory Note and Security Agreement shall be immediately due and payable in full with interest at the rate of 12% per annum from the due date and any amounts previously paid in relation to the obligation evidenced by this Promissory Note and Security Agreement may be forfeited at the discretion of Ringneck Energy.

The undersigned agrees to pay to Ringneck Energy on demand, all costs and expenses incurred to collect any indebtedness evidenced by this Promissory Note and Security Agreement, including, without limitation, reasonable attorneys' fees. This Promissory Note and Security Agreement may not be modified orally and shall in all respects be governed by, construed, and enforced in accordance with the laws of the State of South Dakota.

The provisions of this Promissory Note and Security Agreement shall inure to the benefit of Ringneck Energy and its successors and assigns, which expressly reserves the right to pursue the undersigned for payment of the amount due thereon by any legal means in the event that the undersigned defaults on obligations provided in this Promissory Note and Security Agreement.

The undersigned waives presentment, demand for payment, notice of dishonor, notice of protest, and all other notices or demands in connection with the delivery, acceptance, performance or default of this Promissory Note and Security Agreement.

The undersigned grants to Ringneck Energy, and its successors and assigns (“Secured Party”), a purchase money security interest in all of the undersigned’s membership units of Ringneck Energy now owned or hereafter acquired. This security interest is granted as non-exclusive collateral to secure payment and performance on the obligation owed Secured Party from the undersigned evidenced by this Promissory Note and Security Agreement. The undersigned further authorizes Secured Party to retain possession of certificates representing such membership units and to take any other actions necessary to perfect the security interest granted herein.

Dated: _____, 20_____.

OBLIGOR/DEBTOR:

JOINT OBLIGOR/DEBTOR:

Printed or Typed Name of Joint Obligor

Printed or Typed Name of Obligor

By: _____
(Signature)

By: _____
(Signature)

Officer Title if Obligor is an Entity

Address of Obligor

**MEMBER SIGNATURE PAGE
ADDENDA
TO THE
OPERATING AGREEMENT OF
RING-NECK ENERGY & FEED, LLC**

The undersigned does hereby represent and warrant that the undersigned, as a condition to becoming a Member in Ring-neck Energy & Feed, LLC, has received a copy of the Amended and Restated Operating Agreement, dated March 20, 2015, and, if applicable, all amendments and modifications thereto (the "Operating Agreement"), and does hereby agree that the undersigned, along with the other parties to the Operating Agreement, shall be subject to and comply with all terms and conditions of said Operating Agreement in all respects as if the undersigned had executed said Operating Agreement on the original date thereof and that the undersigned is and shall be bound by all of the provisions of said Operating Agreement from and after the date of execution hereof.

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

Dated: _____

Dated: _____

Agreed and accepted on behalf of the
Company and its Member:

RING-NECK ENERGY & FEED, LLC

By: _____

Its: _____