

## CATTLE PURCHASE TERMS AND CONDITIONS

1. All purchases are subject only to the terms set forth here and are binding on Seller regardless of whether this Contract is signed by Seller. Seller shall immediately advise Buyer in writing of any discrepancies or objections to the specifications or terms and conditions of this Contract. Failure to do so shall be construed as acceptance. No modification of this Contract shall be binding unless in writing and signed by Buyer. Seller agrees to make delivery on a prorated basis. Buyer's weights, grades, testing, and measures govern in any dispute or settlement and will be deemed accurate and conclusive. Cattle in excess of quantities called for, as determined by Buyer, shall at Buyer's option be: (a) rejected and returned to Seller with all related costs charged to Seller; or (b) accepted with deductions and allowances made and charged against Seller. Seller shall deliver within (5%) of the stated number of livestock, not including any unmerchantable livestock that are not as described. Neither party has an obligation to buy or sell unless a Contract for specific Cattle is formed.
2. Origin of livestock shall be stated on all invoices.
3. Inspections: Livestock covered by this contract are purchased and sold subject to federal and state health inspection, weighing, brand inspection, dipping and veterinary fees which shall be paid for by seller. All health and brand certificates shall be furnished by Seller on or before delivery date. Payment shall not be made until such items are received.
4. Warranties. Seller warrants that livestock is: not adulterated within the meaning of the Federal Food, Drug and Cosmetic Act (i.e. none of the cattle have been fed any feed containing protein derived from mammalian tissues like meat and bone meal which would violate 21 CFR 589.2000, and none of the livestock have an illegal level of drug residues); commercially acceptable and in accordance with industry standards; meet the Contract description; are fit for human consumption; meet the minimum standards prescribed by the US Food & Drug Administration; merchantable for food, fit, safe, and appropriate for the purposes for which are used; were grown or originated inside the boundaries of the continental United States unless specifically noted in the contract; in compliance with all applicable federal, state, and local laws, regulations, and requirements. Any cattle tagged, seized, condemned, declared unfit or otherwise actionable by any governmental agency, shall not fulfill the Contract and ownership shall remain with Seller. All costs incurred by Buyer with respect to any such livestock shall be for the account of Seller. Warranties shall survive inspection, testing, and acceptance and shall run to Buyer, its successors, assigns and customers. Heifers may be palpated and/or sonogrammed prior to payment. However, a failure to do so by Buyer shall not prejudice Buyer's rights to reject non-conforming cattle. Any heifers that are pregnant may be rejected by Buyer as non-conforming in accordance with this section.
5. Liens. Seller represents and warrants that: Seller is capable of and intends to provide the quantity noted in the contract, is the sole owner of the livestock, that the same are free from all liens and encumbrances except the following \_\_\_\_\_ (If none, leave blank or write none). Seller shall notify Buyer, prior to delivery, of any other security interest granted. Buyer shall have the right to pay all or a part of the obligation underlying any discovered security interest. Such payment shall be for the account of Seller and shall be charged against the amount owing Seller. Buyer may search any applicable registries for UCC filings reflecting a lien. If any liens are found, Buyer is within its right to include such lienholder on any payments issued. Seller grants a security interest to Buyer in cattle that may be the subject of this Contract to secure repayment of all obligations of Seller to Buyer, and expressly including the part payment advanced by Buyer to Seller (if any). Buyer shall have all the rights of a secured party provided under Article 9 of the Uniform Commercial Code ("UCC") as applicable. Seller agrees to notify all lenders who may have any security interest in the Cattle now or which may acquire any security interest later of the provisions of this paragraph. Seller agrees that Buyer may file a financing statement naming Seller as bailee of livestock based on this Contract if Seller requires prepayment.
6. Title and all other rights of ownership are transferred from Seller to Buyer upon delivery to Buyer's facility.
7. Buyer shall not be liable for delay in performance or failure to perform when such delay or failure is due to force majeure including impossibility or unforeseen causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God or the public enemy, governmental action, regulatory action, impossibility, natural disasters, fires, floods, tornados, earthquakes, epidemics, quarantine restrictions, labor difficulties, riots, freight embargoes, breakdowns and unusually severe environmental conditions.
8. Default/Remedies. If Seller fails to complete delivery by the Delivery Period or tenders to Buyer any cattle which fail to conform to this Contract in any manner, Buyer has the option to: (a) extend Delivery Period; (b) terminate this Contract; (c) buy-in cattle to fill or complete the Contract, and Buyer may recover from Seller the difference between the cost of substitute cattle and the contract price, plus any incidental or consequential damages, expenses and attorney's fees suffered or incurred by Buyer; (d) reject the non-conforming cattle and require seller to make up the quantity rejected by delivery to Buyer, at Seller's expense, conforming cattle within ten days of rejection with an appropriate price adjustment; and (e) recover from Seller its actual, incidental and consequential damages.
9. Remedies and Financial Condition. In addition to any remedies set forth herein, Buyer shall have the right to exercise any and all legal or equitable remedies available including those under the UCC. Seller shall be in default if any of the following occur: Seller fails or refuses to comply with any provisions hereof; Seller becomes unable to pay its debts as they become due; shall file a voluntary petition or be declared bankrupt or insolvent or make a general assignment for the benefit of creditors; or if a trustee, receiver or liquidator is appointed for any portion of the assets of Seller. Upon the occurrence of any event of default, Buyer may exercise any or all rights and remedies hereunder or at law or in equity, including but not limited to withholding payment and recovering from Seller any and all costs, expenses and damages that Buyer may sustain. Seller represents that it is not insolvent, as that term is defined in the UCC. If Seller's financial condition is deemed

unsatisfactory to Buyer during the term of this Contract, Buyer may terminate this Contract and all other contracts with Seller whether or not Seller is in default. Buyer may at its discretion and without prejudice to other legal remedies treat Seller's failure to perform under this Contract as a breach of this Contract and/or any other open contracts with Seller, and pursue all remedies. To the extent that Buyer or its affiliates have or hold any claim or right of recovery against Seller arising under this Contract, Buyer and its affiliates shall be entitled to recoup, offset and/or net out of the amount of said claim against any and all amounts or obligation that may be or becoming owing by Buyer or its affiliates to Seller.

10. Termination. Buyer may terminate this Contract or any part hereof in the event of any default by Seller, or if the Seller fails to comply with terms of this Contract. Late deliveries, deliveries of commodities which are nonconforming, and/or failure to provide Buyer, upon request, reasonable assurance of future performance, are, without limitation causes allowing Buyer to terminate this Contract in whole or in part. In the event of termination, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all costs, expenses and damages of any nature whatsoever sustained by reason of the Seller's default, including but not limited to any market difference. The failure of Buyer to take action by reason of such breach shall not deprive Buyer of the right to take action at any time while such breach continues. Upon termination and election by Buyer, all outstanding Cattle must be delivered to Buyer immediately, or as soon as prudent husbandry practices permit. On termination all accounts between the parties will be settled.

11. Forward Contract. To the extent that Seller is a Commercial Dealer, Seller agrees that this Agreement is a "Forward Contract" as defined in the Bankruptcy Code [(11 U.S.C. Sec 101(25)] and the following language applies. If one party (the "Defaulting party") files a petition in bankruptcy, reorganization, or receivership; becomes insolvent or incapable of paying its debts as they become due; or makes a general assignment for the benefit of creditors; the other party (the "Liquidating Party") shall have the immediate right, exercisable in its sole discretion, to liquidate this Agreement and all other forward contracts as defined in the Bankruptcy Code then outstanding between the Parties by closing out all such contracts at the then current market prices so that each contract being liquidated is terminated except for the settlement payment referred to below. The Liquidating Party shall calculate the difference, if any, between the price specified in each contract so liquidated, and the market price for the relevant commodity as of the date of liquidation (as determined by the Liquidating Party in any commercially reasonable manner), and aggregate or net such settlement payments, as appropriate, to a single liquidated amount. Payment of said settlement payment will be due and payable within one (1) banking day after reasonable notice of liquidation. This is in addition to any other rights and remedies which the other party may have.

12. SELLER AGREES THAT BUYER SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT OR BUYER'S PERFORMANCE HEREUNDER, EVEN IF CAUSED BY BUYER'S NEGLIGENCE OR BREACH OF THIS CONTRACT. SELLER'S SOLE REMEDY FOR SUCH ACTION OR FAILURE TO ACT OF BUYER WILL BE TO RECEIVE THE DIRECT COMPENSATION DUE TO SELLER ON PURCHASE, AFTER APPLICABLE ADJUSTMENTS.

13. Liability. Seller shall be liable to Buyer for any damage to property, where and to the extent such loss or damage is the result of Seller's (or its agent's) negligence or willful misconduct. In the case of any such loss or damage, the value of such property and the liability of Seller shall be the fair market value of such property or the reasonable cost of repair, whichever is less.

14. Insurance. (a) Seller (and any agent of seller which brings vehicles on Buyer's property) shall obtain and maintain at all times the following insurance coverage: (i) Commercial general liability insurance, with an appropriately licensed company, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and \$2,000,000 aggregate, or the amount required by applicable state and/or federal law, whichever is greater, insuring Carrier's ability to pay for any loss, damage, or injury arising out of Carrier's performance or failure to perform under these T&Cs. (ii) Automobile Liability insurance with a combined single limit of not less than \$1,000,000. (iii) Cargo insurance in an amount not less than twenty five thousand dollars (\$25,000) for loss of or damage to property carried on motor vehicles used in connection with the transportation services agreed to under the terms of these T&Cs, or for any and all amounts as per statutory requirements, whichever is greater; and (iv) Workers' compensation and employers liability according to statutory requirements (v) Environmental liability insurance as evidenced by MCS90 with limits of liability not less than seven-hundred and fifty thousand dollars (\$750,000) per occurrence (to haul cattle) unless exempt; and (vi) any other insurance required by any federal or state regulatory agency. (b) Seller shall provide certificates of insurance coverage to Green Plains at [Insurance.Certificates@gpreinc.com](mailto:Insurance.Certificates@gpreinc.com) to evidence that the insurance required herein remains in force. (c) Green Plains, its subsidiaries and affiliated companies, co-owners and joint venturers, if any, and their employees, officers and agents shall be named as additional insureds or as beneficiaries of each of the policies required by this section, except workers' compensation. (d) To the extent allowed by law, the policies shall include a waiver of subrogation rights against Green Plains, its subsidiaries and affiliated companies, co-owners and joint venturers, if any, and their employees, officers and agents. (e) Any coverage provided by Seller is considered to be primary insurance and shall not request contribution from the Buyers insurance policies.

15. This Contract shall be binding upon the heirs, administrators and executors of the respective parties and this Contract cannot be assigned by Seller without Buyer's prior written consent.

16. Nebraska law shall apply, and Seller agrees to venue in Nebraska. Any controversy or claim arising out of or related to this Contract, or the breach thereof, shall be settled by arbitration and judgment upon the award rendered by the arbitrator may be rendered in any court having jurisdiction. Arbitration shall be conducted by a single arbitrator mutually agreed upon by the parties. Should the parties not be able to  
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agree, the CEO of the Kansas Livestock Association shall choose the arbitrator. The arbitrator shall be chosen from a panel of persons knowledgeable in the cattle feeding business, and pulled from a list of arbitrators approved by the Kansas Livestock Association (if available). The arbitration shall take place in Omaha, Douglas County, Nebraska, which is the locale of the Buyers' principle place of business.

17. The invalidity or unenforceability of any particular provision of this Contract shall not affect the remaining provisions thereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision had been omitted. Any notice hereunder shall be in writing and sent to the address on the face of the Contract. The Parties consent to: the recording of all telephone conversations between their representatives.