

DDGS PURCHASE TERMS AND CONDITIONS

1. If no objection is made to this Contract within two business days, it will be considered final and accepted by Seller. Parties acknowledge the arbitration standards set forth by the National Grain and Feed Association (NGFA) shall apply to the extent not inconsistent with the Contract. Parties agree to settle any controversies hereunder by NGFA arbitration, and that any arbitration decision/award shall be final and binding. If NGFA rules are inapplicable, said arbitration shall be conducted pursuant to the rules of the American Arbitration Association. Nebraska law shall apply in any situation NGFA rules do not govern, and Seller agrees to venue in Douglas County, Nebraska. Notice shall be sent to each party at the address on the face of the contract to the attention of the General Counsel.
2. Seller shall not assign or delegate this Contract or any right, interest, duty or obligation hereunder without the written consent of Buyer. This Contract shall be binding upon the heirs, administrators and executors of the respective Parties. Buyer may assign the contract without the consent of Seller. Unless alternative arrangements are directed by Buyer, Seller agrees to make delivery on a prorated basis. Buyer's weights, grades, testing, and measures are to govern in any dispute or settlement thereof and will be deemed to be accurate and conclusive. In compliance with Title VII-Wall Street Transparency and Accountability Act of 2010 ("Dodd-Frank"), each of the Parties represents to the other that a) it has the capacity to make or take delivery of the commodity in the ordinary course of its business, and is entering this transaction in connection with its business, and b) it intends to make or take physical delivery of the commodity.
3. Seller represents and warrants that: commodities delivered under the Contract meet Buyer's specifications in accordance with the Contract description; commodities delivered under the Contract are of the grade indicated; all commodities meet the minimum standards prescribed by the US Food & Drug Administration including a maximum aflatoxin level of 20 parts per billion; none of the commodities sold to Buyer under this Contract shall be damaging to livestock (If livestock are harmed, Buyer may seek compensation from Seller for any and all damages.); the commodity shall be commercially acceptable product; the commodities delivered under the Contract are of the grade indicated; the commodity delivered under this Contract was produced within the boundaries of the continental United States; Seller is the owner of the commodity and that the same will be free and clear, from and after time of delivery, of any encumbrance; and Seller has good and merchantable title thereto. Seller shall notify Buyer, prior to delivery, of any security interest granted in the commodity. If a security interest in Seller's commodity exists prior to or during the term of this Contract, Buyer shall have the right to pay all or a part of the obligation underlying the security interest. Such payment shall be for the account of Seller and shall be charged against the amount owing Seller. Seller agrees that should any encumbrance be claimed against any commodity sold hereunder, Seller will immediately cause the same to be discharged and terminated; and, will hold Buyer harmless therefrom; and indemnify Buyer from any cost or losses incurred as a result of such claim.
4. Seller has a duty to notify Buyer of the correct legal identity to be noted on the Contract. By signing below, and/or performing under this Contract, Seller certifies the legal identity noted on the Contract is correct and agrees to provide documentation verifying the legal identity of Seller upon request. Failure to provide such verification shall be a breach of the Contract."
5. Product of a substandard quality, as determined by Buyer in its sole discretion, shall at Buyer's option be: rejected or returned to Seller with all costs relating to the rejection and return charged to Seller; or accepted with deductions and allowances made and charged against Seller. If Seller fails to complete delivery by the Delivery Period, Buyer has the option to: extend delivery period, terminate this Contract; or Buyer may in good faith and without unreasonable delay, purchase commodities in substitution for that due from Seller, and Buyer may recover from Seller as damages the difference between the cost of substitute commodity and the payment Seller would have received from Buyer, plus any lost profits and incidental or consequential damages, expenses and attorney's fees suffered or incurred by Buyer.
6. Title and all other rights of ownership of commodity are transferred to Buyer upon delivery to Buyer's facility, unless otherwise provided in the Contract. All rights of ownership and risk of loss of the grain shall remain in Seller until physical delivery to Buyer's designated Delivery Location whereupon it shall pass to Buyer.
7. Buyer has all remedies applicable under the Uniform Commercial Code (UCC). Seller shall be in default if any of the following occur: the Seller fails to fulfill all representations and warranties contained herein, the Seller fails or refuses to comply with any provisions hereof; any third party fails or refuses to issue, advise, confirm, negotiate, extend or reissue any letter of credit or other arrangement provided for hereunder; if 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 be appointed for any material 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 for the commodities sold to Buyer.
8. If the number of loads is defined on the face of this contract, this contract shall be load based. Trucks shall be loaded at approximately 25 tons (+/- 5 tons) and railcars must be loaded to capacity as required by the railroad companies. Buyer shall pay any and all weighing, inspection, trackage, and interest charges. Re-consigned railcars cannot be utilized on this Contract unless consented to by Buyer in writing prior to loading. Buyer reserves the right to change destination of all shipments prior to departure of railcar from Seller's facility. Seller will not divert Buyer or its agents' railcars or consign them to any other routing or to any other destination than that set out in the Contract or bill of lading instructions without Buyer's prior written consent. Unless otherwise provided in the Contract, Seller will allow Buyer a period of 7 days free demurrage for off-loading railcars from time of constructive placement until empty release. Cars held beyond 7 days the Buyer will be charged at \$30.00 per day for the next consecutive 5 days (day 8 through 12). Cars held beyond 12 days (days 13 and forward) the Buyer will be charged at \$45.00 per day until empty release. Demurrage charges will be invoiced to the Buyer at end of each month.
9. Sanitary Feed Transportation. If Seller is to provide equipment for loading Seller must provide acceptable equipment including vibrator brackets for any rail cars. Seller shall ensure that the last load carried prior to any load of grain, DDGs, or other commodity was not any prohibited animal product, by-product, medication or non-feed bulk materials including (but not limited to) the following items ("Prohibited Items"): animal by-product meal, animal digest, animal liver, antibiotics, blood products, bone meal, bone marrow, food waste, garbage, glass, pet food, dried meat solubles, fleshings hydrolysate, food processing waste, glandular and extracted glandular meal, hydrolyzed hair, hydrolyzed leather meal, meat, meat and bone meal, meat and bone meal tankage, meat by-products, meat meal, meat protein isolate, medicated feed, restaurant food waste, salvage pet food, stock, unborn calf carcasses. If a carrier hired by Seller's last load is a prohibited item as noted, Carrier shall provide a wash certificate reflecting that the vehicle has been cleaned to remove the presence of Prohibited Items. In general trucks must be clean and in good repair. Carrier shall ensure all drivers and employees are trained on sanitary feed transportation, retain documentation proving this training occurred, and use the FDA suggested training program or an equivalent.
10. Supply Chain Verification: Seller certifies that, to the extent applicable, its facilities and operations: (a) follow the FDA Current Good Manufacturing Practices; (b) have a quality system in place to ensure that any hazards that could contaminate commodities have been addressed; and (c) have written procedures for the following: Seller approval and evaluation, receiving inspection, testing of raw, in-process and finished product, pest control, traceability and recall, non-conforming product, control of records and record retention program. Seller certifies that all products and/or bulk materials provided to Buyer do not contain any Restricted Use Protein ("RUPP") as defined under 21 CFR Part 589.2000. Seller certifies that it has safety measures and procedures in place to ensure that contamination of product(s) from RUPP cannot take place during processing, storage and shipment. Seller acknowledges that all bulk materials provided to Buyer will be provided free of contamination with materials not approved for consumption by livestock. Seller assures Buyer that the ingredients Seller provides do not contain unsafe levels of any known physical, chemical or biological hazards such as dioxins, salmonella, pesticides, heavy metals, and restricted use ruminant proteins. Transportation vehicles that haul manure, fertilizer,

glass, scrap metal, or flammable liquids will not be used to haul bulk materials for delivery to Buyer (without legally required cleaning) and Seller has manufacturing, warehousing and transportation procedures and/or monitoring procedures in place to support this declaration. Seller shall provide written notification to Buyer 60 days ahead of time if the statements in this section ever become inaccurate. If Seller ships or delivers bulk materials to Buyer using a third party, Seller understands that Seller is responsible for assuring the above requirements are implemented by the transportation company conveying the bulk material. Buyer may request that an audit be conducted of Seller's facilities and those of Seller's suppliers' facilities and regarding any items noted above and all other legal and contractual obligations required in this Contract, including sanitary food transportation rules by requesting an audit and/or copies of documentation upon not less than 30 calendar days' written notice to Seller and Seller shall grant such audit and exercise reasonable efforts to procure that its suppliers grant such audit rights. Seller shall provide information requested by Buyer, including a certification, and traceability of transportation.

11. Buyer shall not be liable for delay in performance or failure to perform when such delay or failure is due to force majeure including 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, insurrections, freight embargoes, rail car shortages, rail service interruptions, utility service interruptions, breakdowns and unusually severe environmental conditions.
12. The Parties consent to: the recording of all telephone conversations between their representatives; the original Contract and/or transaction confirmation being converted to and saved in electronic format; the admissibility of such recording or electronic copy in any judicial, arbitration, administrative or other proceeding to the extent such objection is based on any rule of evidence that: requires authentication or identification of a document; requires an original document; or governs the admissibility of duplicates. The Parties acknowledge that recording or copy is a business record within the business record exception to the hearsay rule.
13. No modification of this Contract shall be binding unless in writing, with signed consent from both Parties. This requirement shall not be waived by Buyer or limited by course of dealing nor shall Buyer be deemed estopped to rely upon the requirement. Notwithstanding the foregoing, Seller is hereby notified of Buyer's objection to any of Seller's terms inconsistent herewith and to any additional terms proposed by Seller in accepting this Contract and such inconsistent or additional terms shall not become a part of this Contract unless expressly accepted in writing by Buyer. Neither Buyer's subsequent lack of objection to any such terms, nor the delivery of goods covered hereby, shall constitute or be deemed an agreement by Buyer to any such terms. 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.
14. This Contract, including these terms and conditions on the reverse side hereof (if applicable), supersedes all prior negotiations and understandings of the parties and contains the complete and final agreement between Seller and Buyer concerning the subject matter hereof and no other agreement in any way modifying any of the said terms and conditions will be binding upon Seller unless made in a writing specifically referring to this Contract and signed by Seller's authorized representative. This Contract will not be valid and binding unless and until signed by a duly authorized officer of Buyer. Seller warrants it has read this Contract in its entirety and understands its terms and legal effect.
15. To the extent that the Buyer or its affiliates have or hold any claim or right of recovery against Seller arising hereunder, 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 becomes owed by Buyer or its affiliates to Seller.
16. Seller represents that it is not insolvent, as 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.
17. It is agreed that this Agreement is a "Forward Contract" as defined in the Bankruptcy Code (11 U.S.C. Sec 101(25)). 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 (whether the Liquidating Party is seller or buyer thereunder) 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.
18. Insurance; Indemnity. To extent Seller or its employee(s), agent(s) or contractor(s) are on Buyer's property or on a third party's property on Buyer's behalf, Seller or its agent shall maintain at all times the following insurance coverage: (i) Commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate; and (ii) Auto Liability with not less than \$1,000,000 combined single limit; and (iii) Workers' Compensation (unless exempt by law) and Employer's Liability Insurance covering statutory limits of the applicable state but not less than \$500,000 each employee, \$500,000 each disease, \$500,000 policy limit. Seller shall add Buyer as an Additional Insured on all coverages with exception of Workers' Compensation. To the extent allowed by law, the policies shall include a waiver of subrogation rights against Buyer. Seller shall provide certificates of insurance coverage evidencing the insurance required is in force. Seller shall email certificates of insurance to: insurance.certificates@gpreinc.com. Any coverage provided by Seller is considered to be primary insurance. Seller shall indemnify and hold harmless Buyer from and against all claims, demands, causes of action, damages, suits, costs of suits, losses or expenses of any kind or character, including attorneys' fees and court costs, for property damage, personal injury, wrongful death and any and all other kinds of claims, whether civil or criminal, arising out of or in any way connected with Seller's or Seller's representatives' presence on Buyer's property, including any alleged negligent and/or fraudulent acts or omissions of Seller and Seller's employees, agents and contractors, including those of any other person, firm, corporation or entity whether or not said person, firm, corporation or entity is acting as common carrier, independent contractor or in no stated capacity for Seller.

