

GPTG GRAIN PURCHASE TERMS AND CONDITIONS

1. All purchases of the commodities identified on the face of this Contract are subject only to the terms set forth herein and are binding on Seller regardless if this Contract is signed by Seller. Seller shall immediately and promptly advise Buyer in writing of any discrepancies in, objections to or disagreements with the specifications or terms and conditions of this Contract, and failure to do so shall be construed as acceptance thereof. No modification of this Contract shall be binding on Buyer unless in writing signed by Buyer. Unless alternative arrangements are directed by Buyer, Seller agrees to make delivery on a prorated basis. Product of substandard quality, that is damaged, or in excess of quantities called for, as determined by Buyer in its sole discretion, shall at Buyer's option be: (a) rejected or returned to Seller with all costs relating to the rejection and return charged to Seller; or (b) accepted with deductions and allowances made and charged against Seller.
2. Seller warrants that commodities are: commercially acceptable product and in accordance with industry standards and including but not limited to fit for sale to domestic and foreign customers; meets Buyer's specifications in accordance with the Contract description; of the grade indicated; fit for human and animal consumption; not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act; meet the minimum standards prescribed by the US Food & Drug Administration including a maximum aflatoxin level of 20 parts per billion; merchantable for food and feed, fit, safe, and appropriate for the purposes for which it is normally used; free of crotalaria; were grown or originated inside the boundaries of the continental United States; in compliance with all applicable federal, state, and local laws, regulations, and requirements, and NGFA rules and 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.). Seller represents and warrants to Buyer that Seller is a merchant as that term is defined by the Uniform Commercial Code (UCC). Seller shall not deliver, and Buyer has the right to reject delivery of commodities containing transgenic genes/traits that are not approved for sale in Japan, Mexico, and other U.S. export markets. Any commodity tagged, seized, condemned, declared unfit or are otherwise actionable by any governmental agency, shall not be applicable on the Contract and ownership shall remain with Seller. All costs incurred by Buyer with respect to any such commodity shall be for the account of Seller. Inspection, testing, acceptance or use of the commodities delivered hereunder shall not affect the Seller's obligations under these warranties; such warranties shall survive inspection, testing, acceptance and use. Seller's warranties shall run to Buyer, its successors, assigns and customers.
3. Sanitary Feed Transportation. If Seller is to provide equipment, Seller must provide acceptable equipment. 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.
4. 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 (d) 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.
5. Liens. Seller represents and warrants that Seller is capable of and intends to produce the quantity above and the sole owner of commodity and that the same is free from all liens and encumbrances except: Seller represents and warrants that the following is a complete list of all persons, banks and other lenders that hold a security interest in Seller's commodity _____ (If none, leave blank or write none). Seller shall notify Buyer, prior to delivery, of any other security interest granted in Seller's commodity. If Seller has granted or grants a security interest in Seller's commodity prior to or during the term of this Contract, which security interest is disclosed by Seller or is discovered by Buyer, 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. Title and all other rights of ownership of commodity are transferred from Seller to Buyer upon delivery to Buyer's facility, unless otherwise provided in the Contract.
6. The Buyer shall have the right to postpone acceptance of commodity, for a period not exceeding thirty (30) days, due to causes beyond Buyer's control and not occasioned by Buyer's fault or negligence. 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. If Seller fails to make delivery hereunder, the Buyer shall be entitled to recover the difference between the market price, which is determined by the buyer, and the contract price on the date delivery is first due, or at the time notified by the Seller that full delivery will not be made. Any freight increase, becoming effective between the date of this contract and the date of delivery, will be deducted from the stated price. Seller warrants that Commodity is sold "guaranteed cool and sweet on arrival at destination." Buyer's acceptance of any commodity delivered after Seller's breach of this Contract will not waive any rights or remedies accruing to Buyer from such breach Buyer may pursue any remedy allowed by reason of Seller's breach and Buyer will be entitled to collect from Seller interest on any amount owing to Buyer by reason of Seller's breach at a rate of 1.5% per month until paid.
7. Default/Remedies. In addition to any remedies set forth herein, Buyer shall have the right to exercise any and all legal or equitable remedies available to it. 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 or refuses to comply with any provisions hereof; 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
8. If Seller fails to complete delivery by the Delivery Period, Buyer has the option to: (a) extend Delivery Period, (b) terminate this Contract, or (c) buy-in commodity to fill or complete the Contract. Buyer may in good faith and without unreasonable delay, purchase 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 for commodity Seller was to deliver, plus any incidental or consequential damages, expenses and attorney's fees suffered or incurred by Buyer.
9. 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 any of the terms and conditions 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.
 10. 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 become owing by Buyer or its affiliates to Seller.
 11. 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.
 12. If more than one contract is open, shipments are to be applied on contracts in order of each contract's delivery date beginning with the older contract. It is understood that this Contract is not completed until all shipments are received, graded, weighted and unleaded at destination. Buyer may designate any reasonable alternate delivery point if necessary to expedite Seller's performance of this Contract but is not obligated to do so.
 13. If there are unpriced commodities subject to this Contract and Buyer advance funds to Seller prior to the final pricing, then the parties agree that Buyer at its discretion shall have the right, in the event the market declines, to require Seller to refund to Buyer a portion of the amount Buyer had so advanced. This amount to be refunded will be equal to the declines in the market in order to maintain the margin to the market as agreed upon in this contract. Buyer shall notify Seller of such amount so requested and upon receipt, Buyer shall retain such amount in an account for the benefit of Seller. Buyer may at its discretion and without prejudice to other legal remedies treat Seller's failure to refund the full amount within 48 hours of demand as a breach of this Contract or any other open contracts with Seller, and pursue all remedies.
 14. The parties recognize that the market price when delivery is required under this Contract may differ substantially from the Contract price and each party agrees not to assert such a difference as an excuse for non-performance hereunder or as a defined for damages for failure to perform in whole or in part.
 15. 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 of this section shall apply to the Contract. 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.
 16. Liability. Seller shall be liable to Buyer for any damage to property, where and to the extent such loss, damage is the result of Seller's (or its agent's) negligence or willful misconduct. Seller agrees that in 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.
 17. Insurance. To extent Seller or its agent has trucks on Buyer's property, Seller or its agent shall maintain at all times the following insurance coverage:
 - i. Commercial general liability (including automobile), insurance, with minimum limits of \$500,000 per occurrence and \$1,000,000 aggregate and
 - ii. Workers' Compensation (unless exempt by law) and Employer's Liability Insurance covering statutory limits of the applicable state. To the extent allowed by law the policies shall include a waiver of subrogation rights against Buyer. If requested, Seller shall provide certificates of insurance coverage evidencing the insurance required is in force. Any coverage provided by Seller is considered to be primary insurance.
 18. This Contract shall be binding upon the heirs, administrators, assigns, and executors of the respective parties and this Contract cannot be assigned by Seller without Buyer's prior written consent. Buyer may assign the Contract without the consent of Seller..
 19. The waiver of any of the terms of this Contract will not be a waiver of any subsequent failure to comply fully with or perform under this Contract. No term or condition in this Contract may be altered or superseded without Buyer's prior written consent. 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. Except as otherwise expressly provided for herein, this Contract is subject to NGFA trade rules in effect on the date hereof, and any disputes of any nature with respect to this Contract will be arbitrated in accordance with the NGFA trade rules, and any decision therefrom shall be final and binding. If NGFA rules are determined to be unenforceable by a court of competent jurisdiction, this Contract shall be governed by the laws of the State of Nebraska and the parties agree that jurisdiction shall lie exclusively with the courts of Douglas County, Nebraska. 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.

STATE SPECIFIC PROVISIONS

- For Producers in Colorado: Entering into a credit sale contract entails a risk that the bond may not completely protect the producer from loss in the event of a failure of the dealer.
- For Producers in Iowa: The seller has received notice that grain purchased by a credit-sale contract is not protected by the grain depositors and sellers indemnity fund.
- For Producers in Tennessee: On Price Later contracts a) Title to the grain covered by this contract passes to buyer upon delivery; (b) Buyer is required to maintain liquid assets equal to ninety percent (90%) of its price later obligations; and (c) Price later grain is not stored for the seller. This contract is regarded as a grain dealer claim. The maximum coverage afforded by the Tennessee Grain Indemnity Fund is eighty-five percent (85%) of the valid grain dealer claim amount up to a maximum of \$100,000 per claimant.