ETHANOL PURCHASE TERMS AND CONDITIONS

1. "Buyer" means Green Plains Trade Group LLC or the Green Plains entity identified in the applicable documents accompanying these Ethanol Purchase Terms and Conditions (T&Cs). "Seller" means the individual, corporation or other entity that has agreed to sell the commodity (Goods or Product) pursuant to these Terms and Conditions (T&Cs). Buyer and Seller may be collectively referred to as the "Parties" or individually as a "Party."
2. All purchases of the Product are subject only to these T&Cs, along with any other Buyer-generated documents attached to or referenced herein, including without limitation the trade confirmation (Confirmation), comprise the Parties' entire agreement (Contract). This Contract 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.
3. No modification of this Contract shall be binding unless such modification is made in a writing specifically referring to this Contract and signed by Buyer's authorized representative. The requirement that any modification of this Contract be by signed writing shall not be waived by Buyer, 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.
4. Seller has a duty to notify Buyer of the correct legal entity to be noted on the Contract. By signing below, and/or performing under this Contract, Seller (a) certifies the legal entity noted on the Contract is correct, and (b) agrees to provide documentation verifying the legal identity of Seller upon Buyer's request. Seller represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Contract on behalf of the legal entity identified on the Contract.
5. Upon 10 days prior written notice provided by Buyer or Seller to the other Party, any claim arising out of or related to this Contract or the default thereof, which has not been mutually resolved shall be settled by arbitration, which shall be conducted at Omaha, Nebraska in accordance with the Commercial Arbitration Rules (Rules) of the American Arbitration Association (AAA) then in effect, as modified or supplemented herein. Notwithstanding the Rules, the Parties agree that any arbitration shall be presided over by one arbitrator who has been admitted to the practice of law and be in good standing in any of the fifty United States. The decision of the arbitrator shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction. Any claim for relief made pursuant to this Contract shall be made within 1 year from the date upon which the Party claiming relief knew or should have known of the cause of action constituting such claim. In addition, Buyer shall reimburse Seller for all reasonable costs, fees, and expenses (including the value of employee time, legal fees, consultants, and third-party service providers) incurred in connection with responding to or cooperating with any litigation, arbitration, governmental or regulatory inquiry, investigation, subpoena, audit, or proceeding arising out of, relating to, or connected with Buyer, its affiliates, or its business activities.
6. **Seller Warranties**. Seller warrants that the Goods delivered under the Contract will be free and clear, from and after time of delivery, of any security interest, lien, claim or encumbrance and that Seller has good and merchantable title thereto. Seller agrees that should any lien, security interest or encumbrance be claimed against any Product sold hereunder, Seller will immediately cause the same to be discharged and terminated; and, will further, hold Buyer harmless therefrom; and indemnify Buyer from any cost or losses incurred as a result of such claim. Seller warrants that the Product delivered under the Contract meet Seller's specifications in accordance with the Contract description. Seller warrants that the Goods delivered under the Contract are of the grade indicated. Buyer's weights and measures are to govern in any dispute or settlement thereof. Product quantity shall be measured when and where the Product is loaded for deliver as follows: (a) for railcar, by means of the railcar's gauging device and applicable outage tables; (b) for tank truck, by means of a weigh scale or metering device; and (c) for tank storage or pipeline, by means of meter or other mutually accepted method. All measurements shall be corrected for temperature of 60°F. Seller shall provide Buyer with RINS in a format compatible with the EPA's RFS RIN Transaction Report system specs.
7. 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 the Delivery Period, terminate this Contract; or Buyer may in good faith and without unreasonable delay, purchase Product in substitution for that due from Seller, and Buyer may recover from Seller as damages the difference between the cost of substitute Product 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.
8. **Default**. Seller shall be in default hereunder upon the occurrence of any of the following: (a) failure or refusal of Seller to comply with any provisions hereof; (b) failure or refusal of any third party to issue, advise, confirm, negotiate, extend or reissue any letter of credit or other arrangement provided for hereunder; (c) if Seller or any third party that issues any letter of credit or other arrangement hereunder shall become impaired or unable to fulfill its financial responsibilities, in the reasonable judgment of Buyer, or become 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 (d) 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 Product sold to Buyer hereunder or liquidating the Contract.
9. **Remedies**. Buyer has all remedies available under the Uniform Commercial Code (UCC). In the event Seller breaches this Contract in any manner, Seller shall be liable to Buyer for any and all damages, including consequential damages, incidental damage and any lost profit incurred as a result thereof and shall pay any reasonable attorney fees related thereto. In the event of breach of this Contract, then all amounts owing to Seller may be applied and otherwise setoff by Buyer against the payment of the amounts owing to Seller, in addition to any and all other rights and remedies available hereunder.

10. **Title and Risk of Loss**. Title and risk of loss shall pass from Seller to Buyer at the Delivery Point as follows: (a) Product loaded into a railcar, at the outlet flange of the railcar or if applicable, upon the constructive placement of the railcar by the railroad or upon the actual placement of the railcar for unloading if the railcar has not been previously constructively placed; (b) Product loaded into tank truck, at the outlet flange of the tank truck; and (c) Product loaded into tank storage or pipeline, at the outlet flange or the facility. Seller will not divert Buyer's 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. All diversion charges, additional freight charges and any other costs or expenses incurred, sustained or paid by Buyer resulting from any diversion shall be the responsibility of Seller. Unless otherwise provided in the Contract, Seller will allow Buyer a period of 5 days' free demurrage for off-loading railcars from time of constructive placement until empty release. For Cars held beyond 5 days the Buyer will be charged at $90.00 per day until empty release. Demurrage charges will be invoiced to the Buyer at the end of each month and payable upon receipt. Notwithstanding any other provision herein, title transfer upon interchange from western carrier (BNSF/UP/CP/CN) to eastern carrier (NS/CSX) shall occur when eastern carrier's tracing system officially shows the railcar as "junction received". A unit train must be released empty within 48 hours of constructive placement and returned as a unit, not single manifest.
11. Railcars must be loaded to capacity as required by the railroad companies. Seller 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.
12. **Force Majeure**. Buyer shall not be liable for delay in performance or failure to perform when such delay or failure is due to an unforeseen cause 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, cyber or ransomware attacks, natural disasters, fires, floods, tornados, earthquakes, epidemics, quarantine restrictions, labor difficulties, riots, insurrections, freight embargoes, rail car shortages, rail service interruptions, utility service interruptions, plant breakdowns and unusually severe environmental conditions.
13. **Consent to Call Recording; Electronic Records**. The Parties consent to the recording of all telephone and electronic conversations between its representatives and representatives of the other Party. The Parties consent that the original Contract and/or transaction confirmation relating to any transaction between the Parties may be converted to and saved in electronic format. Each party waives any objection it may have to the admissibility of such recording or electronic copy in any judicial, arbitration, administrative or other proceeding involving the parties to the extent such objection is based on any rule of evidence that: (a) requires authentication or identification of a document, (b) requires an original document, or (c) governs the admissibility of duplicates. In addition, each Party acknowledges that such recording or electronic copy is a business record within the many of the business record exception to the hearsay rule.
14. **Forward Contract**. The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code. If one Party (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 (Liquidating Party) shall have the immediate right, exercisable in its sole discretion, to liquidate this Contract 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 Product 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 1 banking day after reasonable notice of liquidation. This is in addition to any other rights and remedies which the other Party may have.
15. The Parties enter this Contract in reliance upon the laws, ordinances, rules, codes, regulations, lawful orders and arrangements of and with any government authority applicable to the Product or the performance of this Contract that are in effect on the date of this Contract (Regulations). In the event that any of such Regulations are changed or new Regulations are issued or put in place (New Regulations), whether by law, decree, interpretation or regulation, or by response to the insistence or request of any governmental authority or person purporting to act therefore, and the effect of such changed Regulation or New Regulation (a) is not covered by any other provisions of this Contract, or (b) in the affected Party's judgment has or will have a material adverse effect upon such Party or if Seller, upon the suppliers of Seller the affected party shall have the option to request renegotiation of the pertinent terms provided for in this Contract, to be completed within 60 days of written request therefore, failing which the affected Party shall have the right to terminate this Contract effective 30 days after the end of such 60 day period.
16. For all Product classified as fuel ethanol, Seller and Buyer both must be registered with and approved by the United States' Environmental Protection Agency (EPA) to buy and sell ethanol with RINs, regardless of intent to take ownership.
    a. For all sales in the Contract, the official Product Transfer Document (PTD) shall be the sales invoice, and RINs shall be transferred on the date of invoice generation (Transfer Date). Invoices submitted without RINs shall be rejected, and a new invoice must be generated with the RIN PTD. For netback purchases from Ethanol plants, the Bill of Lading (BOL) shall be the official PTD, and the RIN Transfer Date shall be the ship date as stated on the BOL. RIN PTDs must state all matching criteria required by the EPA's Moderated Transaction System (EMTS).
    b. EMTS - All RINs must be transferred through the EMTS, within the following guidelines:
        i. Transactions must be initiated by Seller by the 3rd business day following the transfer date to allow sufficient confirmation time by Buyer.
        ii. Price per Gallon, as stipulated on the Contract, shall be used for RINs assigned to physical ethanol transfers.
        iii. Price per RIN, as stipulated in the Contract, shall be used for sale of RINs separate from ethanol, unless otherwise agreed.

iv. RIN volume in EMTS transfer batches shall be separated in the same volume that the ethanol transferred is physically separated (per truck, railcar, etc).
v. EMTS uploads, in Excel format, shall be exchanged promptly upon EMTS submission, and shall contain fields for the PTD number, BOL number, and Unit (truck, rail car, vessel, barge, etc.) number.

c. Volume discrepancies shall be handled by an immediate transfer of unassigned RINs, if available. If unassigned RINs are not available, agreed upon adjustments shall be made in subsequent transactions, and, if necessary, in subsequent agreements, until total RINs transferred from Seller to Buyer accurately reflect the gallons of ethanol transferred. If there is cause for Remedial Action with the EPA due to a transfer of assigned RINs without a volume of renewable fuel, both Seller and Buyer agree to work together to remediate according to the EPA's guidance.

d. Seller shall deliver RINs to Buyer under this Contract that meet the requirements set forth by the EPA under the RFS2 and any related federal statutes, regulations, rules, clarifications, and updates. Seller will transfer RINs properly generated and separated under 40 CFR §80.1426 and 40 CFR§80.1429, respectively. Seller holds title and the right to transfer the RINs to Buyer and the RINs should not have been used previously for compliance to meet another entity's Renewable Volume Obligation under 40 CFR §80.1427, export obligation under 40 CFR §80.1430, or spillage or disposal obligation under 40 CFR §80.1432. If the RINs delivered by Seller via EMTS do not meet the requirements set forth by the EPA in 40 CFR §80.1431 regarding treatment of invalid RINs, and validity claims arise as a result thereof, such validity claims may be administered by Buyer with prior consent of Seller to address replacement of RINS determined invalid by the EPA.

e. Buyer and Seller agree to wholly comply with the registration, record keeping, and reporting requirements of the RFS2. Buyer reserves the right to request reasonable documentation to support the validity of RINs transferred and Seller agrees to provide the requested documentation in a timely manner.

f. In the event that Seller fails or is unable to transfer title to all of the purchased RINs to Buyer or if the EPA determines any or all of the purchased RINs sold and purchased hereunder to be invalid or otherwise unavailable for use by the Buyer (each such purchased RIN not transferred or subject to a breach of warranty or determined by the EPA to be invalid or unavailable for use by the Buyer, is hereinafter referred to as an "Invalid RIN"), then Seller and Buyer agree to cooperate in an effort to achieve an efficient, commercial and practical resolution consistent with the options (or any combination thereof) in Section (g), in order to cure any default with respect to any Invalid RINs provided.

g. In the event that the Buyer receives Invalid RINs from Seller, Seller shall, at Seller's sole cost and expense, and at the option of the Buyer, be required to provide remedy for the Invalid RINs in one of the following ways:
i. Transfer to Buyer a volume of unassigned RINs equal to the number of Invalid RINs, within ten (10) days of discovery of the Invalid RINs, from Seller's bank of unassigned RINs, generated in the same vintage and category as the Invalid RINs or generated in the current compliance year if the Invalid RINs are expired or not reasonably available.
ii. Transfer to Buyer a volume of unassigned RINs equal to the number of Invalid RINs, within fifteen (15) days of discovery of the Invalid RINs, which the Seller may purchase from one or more approved third Parties, generated in the same vintage and category as the Invalid RINs or generated in the current compliance year if the Invalid RINs are expired or not reasonably available.
iii. In the event Seller is unable to locate any or a sufficient quantity of replacement RINs under (a) and (b) above, Seller shall pay Buyer within ten (10) business days of Seller's receipt of Buyer's invoice for such replacement RINs, including, without limitation, (i) the greater of any funds previously advanced to Seller for the volume of Invalid RINs or the cost of the replacement RINs purchased by Buyer provided such purchase price was no less favorable than that available to Buyer through good faith negotiations, (ii) Buyer's expenses including reasonable broker, consultant, and attorney fees incurred in connection with obtaining such replacement RINs, and (iii) any fines or penalties levied upon Buyer under the RFS2 program as a result of such failure.

17. **Nomination Procedure**.
a. Monthly (ratable) contracts
i. Nominations are expected to be received prior to 1st business day of the month
ii. If nominations are received prior to last business day of the month prior to shipment Seller will be responsible for ratable shipments.
iii. Nominations received after the 1st of shipment month will be considered late.
iv. Nominations changed within the shipment month will be executed on a best efforts basis.

b. Spot contracts
i. Spot contracts will define expected Bill of Lading dates. Nominations are expected from buyer last business day prior to week of shipment.
ii. If nominations are received by last business day prior to week of shipment Seller will be held responsible for ratable shipments in accordance with the nominations.
iii. Nominations received any later will be considered late, and Seller shall have no liability, whether direct or indirect, for any damages, costs, lost profits or otherwise, resulting or arising from non-ratable or late shipments.

c. Form of nomination - The Buyer shall nominate the quantities and approximate timing of Product required. Each nomination shall specify the shipping schedule, method of shipment, quantity per shipment, consignee and payor of freight.

18. **Indemnification**. 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 a common carrier, independent contractor or in no stated capacity for Seller.

19. **Confidentiality; Non-disclosure**. (a) For purposes of this Contract, "Confidential Information" means any information or compilation of information concerning the business of Buyer that is provided, whether in oral or written form, to Seller in connection with the purchase and sale of Goods hereunder, and includes, without limitation, pricing and payment terms, supplier contact and identifying information, customer contact(s) and identifying information, current and anticipated supply requirements, banking and other financial information, including account information. Confidential Information also includes "Personal Information" that identifies, relates to, describes is capable of being associated with or could reasonably be linked, directly or indirectly, with a particular individual or household and includes, without limitation, identifiers such as real name, IP address, account name, postal address, and commercial information such as records of products purchased, internet or other electronic network activity information or professional or employment-related information. Confidential Information shall not include any information which: (i) was received in good faith by Seller from any third party without breach of any obligations of confidentiality; (ii) was independently developed (without access to or use of any Confidential Information of Buyer) by an employee or agent of Seller; or (iii) is or becomes publicly available in a manner other than through an unauthorized disclosure. (b) Non-Disclosure. Seller shall (i) treat as confidential and protect from unauthorized disclosure all Confidential Information made available to it or any of its affiliates, employees, agents or representatives; (ii) not retain, use or disclose Confidential Information for any purpose other than in connection with the performance of this Contract; (iii) limit access to only those employees, agents, representatives, contractors and third parties to whom it is necessary to disclose the Confidential Information in furtherance of the transaction(s) contemplated herein; provided, however, that such persons and entities are bound by confidentiality and non-disclosure obligations at least as protective as those contained in this Contract; (iv) use commercially reasonable security procedures and practices that are reasonably designed to maintain an industry-standard level of security and prevent unauthorized access to and/or disclosure of Confidential Information; and (v) notify Buyer immediately in the event of an unauthorized disclosure or loss of any Confidential Information.
20. **Company Policies; Privacy**. Buyer sets high standards for its employees, officers, directors, suppliers, vendors and those with whom Buyer does business. In choosing to do business with Buyer, Seller acknowledges it is aware of and accepts the policies and practices outlined in Green Plains Inc.'s written corporate governance policies, which include its Anti-Corruption Policy, its Code of Ethics, its Code of Vendor Conduct, its Environmental Policy, its Human and Labor Rights Policy, and its Occupational Health & Safety Policy, all of which are publicly available on Green Plains Inc.'s website at https://investor.gpreinc.com/corporate-governance. Buyer takes very seriously the privacy of its customers, vendors, suppliers and those with whom Buyer does business. In choosing to do business with Buyer, Seller acknowledges and accepts the policies and practices outlined in Buyer's Privacy Policy, which is available at https://gpreinc.com/privacy-policy/. In the event of a reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of Company's business, assets or stock (including in connection with any bankruptcy or similar proceedings), Company would have a legitimate interest in disclosing or transferring Seller's information to a third party, such as an acquiring entity and its advisors.
21. **Miscellaneous**. This Contract shall be binding upon the heirs, administrators, assigns, and executors of the respective Parties and this Contract and cannot be assigned by Seller without Buyer's prior written consent. Buyer may assign the Contract without the consent of Seller. Seller shall not assign this Contract or any right or interest herein nor may Seller delegate any duty or obligation herein without the express written consent of Seller. 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. Seller warrants it has read this Contract in its entirety and understands its terms and legal effect. The validity, enforceability, and construction of all portions of this Contract shall be governed by the substantive law of the State of Nebraska. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the applicable Parties at the addresses set forth on the applicable contract with an additional copy to Company sent to Green Plains Inc., Attn: General Counsel, 1811 Aksarben Dr., Omaha, NE 68106. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified mail (return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section. No waiver of or failure to enforce any term shall affect or limit a Party's right thereafter to enforce and compel strict compliance with every term.
22. **Reporting and Violations**. Any violation of the terms of this contract by Buyer shall be promptly reported to the Green Plains General Counsel. Reporting may also be submitted to the Green Plains EthicsPoint website at: https://gpreinc.ethicspoint.com or toll-free hotline: 844.957.2596.