FREIGHT BY BARGE SALE TERMS AND CONDITIONS

1. Transport by Green Plains Trade Group LLC (Carrier), located at 1811 Aksarben Drive, Omaha, NE 68106 (fax: (402) 952-4918), is governed by and subject only to these Freight By Barge Sale Terms and Conditions (T&Cs), along with any other Carrier-generated documents attached to or referenced herein, which collectively comprise the parties' entire agreement (Contract). Shipper's acceptance of a barge placement by Carrier pursuant to this Contract shall be deemed to constitute Shipper's acceptance of all terms of this Contract whether or not signed by Shipper.
2. Shipper has a duty to notify Carrier of the correct legal entity to be identified on the Contract. By signing below, and/or performing under this Contract, Shipper (a) certifies the legal entity identified on the Contract is correct, and (b) agrees to provide documentation verifying the legal identity of Shipper upon Carrier's request. Shipper 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.
3. **TRANSPORT** - Carrier is not bound to transport any Cargo by any particular barge or towboat except as may be provided in the Confirmation. Carrier shall use commercially reasonable efforts to deliver Cargo but is not bound to deliver any Cargo in time for any particular market. Any tow carrying Cargo shall be at liberty to call upon any port or ports in or out of the customary route, to tow and be towed, to assist vessels in distress, to deviate for any reasonable purpose and to dock and repair during the voyage. Carrier shall be at liberty to transfer, lighten or forward the Cargo or to load or discharge it at any time after commencement of the voyage as may be reasonably necessary.
    a. Shipper shall only tender Cargo to be transported to destinations accessible to Carrier's barge. If Cargo has been accepted for delivery or is reconsigned to a destination that is or becomes inaccessible to Carrier's barge, Carrier, upon notice to Shipper, may deliver the Cargo to an accessible alternate destination nearest to the inaccessible destination. In the event of destination inaccessibility, the freight charges shall be adjusted, by mutual agreement between Shipper and Carrier, to reflect the transportation service actually rendered by Carrier. The following non-exclusive list of considerations may be used to determine whether a destination is inaccessible: the weather and river conditions forecast at the destination or en route, the type and draft of the line haul towboat, the type of barge, the loaded draft of the barge, the necessity of returning an empty barge, and any impediments to navigation, such as high water or lock closures.
    b. Carrier or Carrier's designee, agents, contractors, subcontractors, affiliates, subsidiaries, parent company or any other entity related to or acting on behalf of Shipper (Designee) shall furnish a qualified master and crew. Carrier or Carrier's Designee warrants that the barges and towboats are maintained in a seaworthy condition and operated in a safe and prudent manner consistent with the marine industry practice. Carrier and Carrier's Designee shall observe and comply with all laws, rules and regulations of the U.S. Coast Guard and all other applicable governmental authorities concerning the operation and transportation of the Cargo.
4. **LOADING, UNLOADING, AND/OR STORAGE OF BARGES**.
    a. Cargo. It is the Shipper's obligation to present the Cargo for shipment in a condition suitable for barge transportation. Shipper, and/or its Designee, is responsible for loading, stowing and unloading Cargo, to and from Carrier's barge, in a safe manner and in accordance with all applicable laws and regulations. Carrier accepts Cargo based on Shipper's description of specific commodities to be shipped, weight, and/or count without knowledge of its quantity, quality, condition, contents or value. Shipper shall supply a current, original Material Safety Data Sheet for any Red Flag Cargo prior to shipment and for any other Cargo promptly upon Carrier's request. Carrier reserves the right to reject or refuse to accept Cargo constituting or containing Hazardous Materials as defined below. Shipper and/or its Designee presenting for shipment Hazardous Materials without advance, full written disclosure to Carrier of the Cargo's nature, characteristics, hazards and risks of transportation by barge, shall be liable for and indemnify Carrier against all loss, cost, expense, or damage of any kind, including pollution damage, fines and expenses connected with or arising from the transportation of such Cargo, regardless of the fault of Shipper and/or any party acting on behalf of Shipper. If such disclosure is not made or is incomplete prior to shipment, the Cargo may be disposed of or warehoused at Shipper's risk and expense or destroyed without compensation to Shipper and at Shipper's expense. "Hazardous Materials" means any hazardous, toxic, dangerous or polluting product, substance, waste, contaminant, pollutant, liquid gas or other material including, but not limited to, petroleum products, explosives, radioactive materials, pesticides, fertilizers, medical waste, asbestos, chemicals or other substances that are regulated, defined or classified under the Environmental Laws and/or for which liability and/or standards of conduct are imposed under the Environmental Laws. "Environmental Laws" means all federal, state or local laws, regulations, statutes, codes, rules, ordinances, resolutions, directives, orders, decrees, and any other governmental requirements, as from time to time amended, which are now or hereafter in effect and which pertain to, regulate and/or impose liability and/or standards of conduct with respect to the environment, human exposure and/or safe transportation. Environmental Laws specifically include, but are not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976 (also known as the Solid Waste Disposal Act), 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. § 5101 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C § 136 et seq., and all regulations promulgated hereunder, as from time to time amended, which are now or hereafter in effect.
    b. Loading Requirements. Shipper shall load Carrier's barge as near to the maximum draft specified by Carrier as practical without exceeding the maximum. Shipper shall load Cargo as specified by Carrier or Carrier's Designee regarding the height of load, the tonnage and distribution of Cargo, the draft of the barge and take such other precautions as Carrier may specify for safe transportation where anticipated river or weather conditions make such precautions desirable. The barge(s) scheduled within this Contract will be inspected by Shipper prior to loading. If Shipper's barge inspector approves barge(s) for loading, then Shipper shall waive any claims against Carrier for any product contamination claims or issues related to the loading of the inspected and approved barge(s). This clause is in

addition to any and all other applicable terms stated in this Contract. Shipper shall be subject to any demurrage charges that may accrue due to the detention or delay of any barge occasioned by non-compliance with Carrier's loading requirements. In the event Carrier is required to dispose of Shipper's excess Cargo to reduce a barge's draft, Carrier will notify Shipper and Shipper shall have 24 hours after receipt of notice to make arrangements with Carrier on how to dispose of and account for such excess Cargo. Should Shipper fail to timely respond and/or act upon Carrier's notice, Carrier may dispose of the excess Cargo for Shipper's account at Shipper's expense.

c. Distribution of Cargo. Shipper shall distribute Cargo in Carrier's barge to ensure an even draft. If the barge is not loaded to an even draft, or if Cargo or debris is left on the working surfaces (i.e., covers, decks, gunnels, etc.), Carrier, at its exclusive option, may refuse to accept the barge for transport and Shipper shall, at Shipper's expense, promptly redistribute the Cargo and/or remove debris in compliance with Carrier's requirements. Shipper shall also be subject to any demurrage charges that may accrue due to the detention or delay occasioned by non-compliance with Carrier's requirements.

d. Constructive Placement. Carrier or Carrier's Designee shall not be required to constructively place a barge at origin prior to the confirmed placement date, unless mutually agreed upon between Carrier and Shipper. Shipper may request to change the placement date(s) up to 72 hours prior to the original placement date(s) provided by Shipper (i.e. if the original placement date is 10 June 0700 hours, the final date Shipper is allowed to request a change in placement date is 7 June 0700 hours). Carrier may, at its sole option, decline to provide a barge(s) subject to this Contract, if the placement date is changed to a date more than 7 days before or after the original placement date. In the event loading commences earlier than the first confirmed placement date, Carrier may, at its option, constructively place any of the barges to Shipper upon the actual date of loading commencement. Once barge(s) are loaded, Shipper agrees that the barge(s) will remain loaded at all times in a manner as outlined in the Contract. It is Shipper's sole responsibility to inform each loading facility or stevedore with regard to correct stowage of the barge(s), to ensure compliance with this Agreement at each loading and unloading facility. Within 48 hours after the barge(s) have completed loading, Shipper shall notify Carrier, via facsimile or e-mail, of the actual tonnage of the Cargo loaded in each barge to be transported by Carrier to destination.

e. Possession of the Barge During Loading/Unloading. Carrier shall deliver Carrier's barge or the barge or Carrier's Designee to a dock, midstream facility or fleet designated by Shipper or Shipper's agents, contractors, subcontractors, affiliates, subsidiaries, parents or any other entity related to or acting on behalf of Shipper, hereinafter singularly or collectively referred to as "Consignee," for loading or unloading, and the barge shall be deemed actually placed in the possession of the Shipper or Shipper's Consignee at the time of physical delivery to the designated dock, midstream facility or fleet (Actual Placement). In the event that the dock, midstream facility or fleet designated by Shipper or Consignee is unable to accept Carrier's barge for any reason at the time it is tendered by Carrier, Carrier may deliver the barge to an alternate location where space is available, and the barge shall be deemed constructively placed in the possession of Shipper or Consignee at the time of physical delivery to the alternate location (Constructive Placement). Shipper shall be responsible for all additional costs associated with moving the barge to the alternate location and utilizing the alternate location. Upon delivery of Carrier's barge to a dock, midstream facility or fleet designated by Shipper or Consignee or to an alternate location as provided by this Contract, Shipper or Consignee shall be deemed to be in possession of the barge and any Cargo on board and to be responsible for their safety until the barge is released to and removed by Carrier or its agents, regardless of whether Shipper or Consignee owns or operates the dock, midstream facility, fleet or alternate location. Barges and Cargo in Shipper's or Consignee's possession under this provision shall be held without charge to Carrier. The Shipper or Consignee shall provide and maintain necessary lines, wires, lights and navigational aids on Carrier's barge while in the possession of Shipper or Consignee as described above. The Shipper or Consignee shall comply with all applicable federal, state or local laws, rules and regulations including, without limitation, those of the United States Coast Guard and the Environmental Protection Agency during its possession of Carrier's barge.

f. Loading Release. Unless otherwise mutually agreed upon by Shipper and Carrier, Shipper shall give Carrier notice of the release of each loaded barge by telephone and shall send confirmation in writing or via email. In order to release a barge as of 0700 hours, loading must be completed prior to 0700 hours and the notice of release must be given by 1100 hours that day. When loading is completed on a Saturday, Sunday or legal Holiday, as defined in Section 6(a) herein, barges shall not be considered released unless: Shipper has given Carrier notice no later than the prior business day that the loading will be completed by 0700 on such Saturday, Sunday or legal holiday, AND Shipper contacts Carrier by telephone or via email on such Saturday, Sunday or legal holiday and releases the barge by 1100 hours. Shipper shall then confirm said release to Carrier in writing or via email by the end of the next business day.

g. Unloading. Shipper or Consignee shall unload and remove the Cargo from Carrier's barge, including any Cargo or debris on the working surfaces promptly upon arrival of the barge at destination. Carrier may sell or otherwise dispose of Cargo not unloaded and removed in accordance with this Contract. Carrier shall not be responsible for deterioration of Cargo that has not been promptly unloaded by Shipper or Consignee after placement of Carrier's barge at destination. In addition, the barge shall be subject to the demurrage rules and charges provided in Sections 6, 9, 10 and 18 from the time and date of placement of the barge for unloading until the barge is released to Carrier.

h. Safe Berth. Shipper warrants Carrier's barge shall have a safe berth for loading and unloading of not less than 9 feet of draft, where the barge may at all times lie safely afloat, unless otherwise agreed to by both parties in writing.

i. Storage.

   i. Storage rates shall be as set forth in the Special Terms and Conditions or as otherwise agreed between both parties in writing. Storage rates are in addition to all other charges applicable under this Contract except that demurrage charges, if any, shall cease during the agreed period of storage. There will be no free time once storage has been declared. Storage must be communicated to Carrier in advance. All storage charges are due upon receipt of invoice. If the storage period exceeds 30 days, storage will be billed monthly for all storage not yet invoiced. Carrier does not undertake to provide ventilation, turning of Cargo, fumigation or other special handling of the Cargo during storage, and Carrier shall not be liable for deterioration, degradation,

or any other change in grade or quality of the Cargo resulting from storage. In order to release a barge from storage as of 0700 hours, Shipper must notify Carrier in writing of the destination for unloading or alternate storage location by 1100 hours that day.

ii. Upon release to a storage location, Carrier may bill Shipper the applicable freight rate to the storage location declared. Once a final destination is declared, the balance of the applicable freight rate to the final destination will be billed. Shipper is responsible for any reconsignment charges applicable to move the barge(s) to the final destination or alternate storage facility.

5. **FREIGHT**. General. Freight shall be considered earned on the completion of loading of Carrier's barge. No deduction shall be made to the freight if the barge or Cargo is lost, or if the voyage or movement is interrupted or abandoned.
   a. Exclusions. Freight Rates apply for line haul transportation only and do not include the cost of ballasting a barge; demurrage; disposing of excess Cargo; drayage; elevation; loading, stowage or unloading of Cargo into or from Carrier's barge; opening or closing barge covers or grain doors; removal or replacement of barge covers; stacking or restacking of barge covers; rail switching; tollage; sheddage; dockage; wharfage; or any terminal expense at either origin or destination. Freight Rates include 1 placement of Carrier's barge at origin and at destination. Carrier shall not be required to provide a towboat or personnel to stand by for holding, shifting or switching of the barge before, during, or after loading or unloading. All expenses reasonably required for the movement of Cargo, which are not included in the Freight Rate, shall be for the account of Shipper or Consignee and shall be promptly paid when invoiced. Any form of tax assessment applicable to Cargo or any lockage fee that is now or may be levied on Carrier by any federal, state or local taxing authority shall be in addition to the Freight Rates stated herein. If waterways user taxes, service charges, lock charges, tolls or other similar charges increase over those in effect on the date of this Contract, such increases shall be added to the applicable Freight Rate on a pass-through basis. Any other charges imposed by a third party outside Carrier's control which are attributable to the movement of the barge or Cargo shall be paid by Shipper or Consignee on a pass-through basis.
   b. Calculation. Settlement of freight charges for all Cargo, other than hard grain, shall be calculated on the basis of Shipper's weights obtained at origin at Shipper's expense, unless agreed otherwise and specified in this Contract. If the actual weight of the Cargo cannot be determined at origin, the parties shall use estimated weights to calculate the freight charges, and the applicable freight charges shall subsequently be adjusted to reflect the unloaded weight of the Cargo, if such unloaded weight is available at destination. If facilities for determining the Cargo's weight at destination are not available, the barge shall be gauged at Shipper's expense before it is unloaded and the weight of the Cargo thus ascertained shall be used to adjust the freight charges.
   c. Confirmation. Within 48 hours after the loading is completed, Shipper shall submit to Carrier a written or emailed Confirmation of loading which describes the Cargo and its weight in tons as specified (Confirmation). Carrier will promptly invoice Shipper for freight and other applicable charges upon receipt of the Confirmation.
   d. Grain. For grain Cargos including, but not limited to, corn, soybeans, wheat, milo, and sorghum, Shipper or its elevator shall provide Carrier, within 72 hours of unloading, an original or facsimile copy of the U.S. Department of Agriculture official grain weight certificate indicating the unloaded weight of the Cargo. Freight charges for grain shall be calculated on the basis of the official grain weight certificate. Carrier shall invoice Shipper for freight upon the receipt of the official grain weight certificate.
   e. Grain By-Products/Rice. For grain by-products and rice Cargos including, but not limited to, soybean meal, dried distiller's grain, corn gluten feed pellets, and rough rice, Shipper or its elevator shall provide Carrier, within 72 hours of loading, an original, email, or facsimile copy of a load weight indicating the full loaded ton weight of the Cargo as specified. Freight charges for grain by-products and rice shall be calculated on the basis of the load weight provided by Shipper. Carrier shall invoice Shipper for freight upon the receipt of the load weight.

6. **FREE TIME AND DEMURRAGE**.
   a. Free Time. Time used for loading and/or unloading will be calculated from 0700 hours of the day immediately following the actual or Constructive Placement of Carrier's barge and shall continue to 0700 hours of the day immediately after the barge has been released to Carrier. Loading or unloading shall each be deemed as utilizing a minimum of 1 full day, notwithstanding that a barge may be loaded or unloaded and released to Carrier in less time than a 24-hour period. If the parties agree that Holidays are not to count against free time, such holidays shall include only New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When free time has expired, Holidays will be counted as demurrage days. The terms "actual or constructive placement" of Carrier's barge shall have the meaning set forth in this Agreement. A barge shall be considered "released" to Carrier and time used shall cease to run:
      i. At origin, at 0700 hours on the day immediately after Shipper notifies Carrier by telephone and confirmed by facsimile, email, or other communication method which Carrier and Shipper have agreed to utilize, that Carrier's barge is ready to be delivered to Carrier for transportation; AND
      ii. At destination, at 0700 hours on the day immediately after Shipper or Consignee notifies Carrier by telephone, confirmed by facsimile, or other communication method which Carrier and Shipper have agreed to utilize, that Carrier's barge is unloaded and ready to be returned to Carrier.
   b. Demurrage. Demurrage shall be billed at origin and destination unless specified otherwise in this Contract. Upon expiration of free time, demurrage continues until the barge is released to Carrier, unless otherwise mutually agreed upon by both parties. If any barge on this Contract remains on constructive placement to Shipper for a period of 30 days or longer, Carrier reserves the right to bill demurrage on a monthly basis.

7. **CARRIER'S CARGO LIABILITY**. This Contract is for the private carriage of Cargo. Carrier shall not be liable for any loss or damage to the Cargo, except as herein provided:

a. Carrier shall not be liable for any loss of, damage to, or expense in connection with the Cargo in an amount exceeding $500.00 per ton as specified or the agreed value, whichever is less. No claims for variation of weight due to natural shrinkage shall be allowed. Except as may be provided above, Carrier does not transport and shall not be liable for documents or articles of extraordinary value. IN NO CASE SHALL CARRIER BE LIABLE BEYOND THE ACTUAL VALUE OF THE LOST OR DAMAGED CARGO OR THE REASONABLE COST OF REPAIR OR RECONDITIONING OF THE CARGO, NOR SHALL CARRIER BE LIABLE IN ANY CIRCUMSTANCES, IN CONTRACT, TORT OR OTHERWISE, FOR CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. If Carrier's liability for loss is established, an allowance representing reasonable shrinkage due to evaporation or other natural causes shall be applied as a credit to the loss in Cargo weight.

b. Subject to the limitations on recovery set forth in this Contract, Carrier assumes liability for general average, salvage charges and physical damage to or loss of the Cargo during transportation by Carrier; provided, however, that Carrier shall not be liable for delay in the delivery of the Cargo, nor for loss of market value, damage to, or any expense in connection with the Cargo, caused directly or indirectly by, resulting from, or arising out of: shrinkage; expansion; deterioration or other change in condition due to temperature changes, atmospheric humidity, or other natural causes; condensation; any vice or defect in the Cargo; rust, oxidation, corrosion, bending, twisting, marring, gouging, nicking or similar conditions with respect to shipments of iron, steel, aluminum, metal and similar products, unless caused by the barge being stranded, sunk, burnt or in collision; the act or default of the Shipper or Consignee or their contractors and subcontractors; airborne contamination or contact with the elements with respect to shipments of Cargo in open hopper barges; insufficiency of packing; improper stowage; the physical act of loading or unloading when not performed by Carrier; acts under the authority of law including, but not limited to, requisition, quarantine and embargo; radiation, nuclear reaction or radioactive contamination; acts of terrorism or of the public enemy; war, hostilities or warlike operations, whether or not there be a declaration of war; rebellion, insurrection, riots or civil commotion; or acts of God. Carrier shall in no case be liable for loss of, damage to, or expense in connection with the Cargo arising prior to Carrier's acceptance and removal of Carrier's barge at origin or arising after the barge has been actually or constructively placed at destination, unless caused by the actual fault or neglect of Carrier.

c. Carrier's Grain Liability. Carrier will, at its own expense, obtain and keep in full force and effect during the term of this Contract, cargo insurance on grain, grain by-products and rice up to a value of $500.00 per ton as specified, or the actual value of the Cargo, whichever is less. Carrier may elect to self-insure the Cargo.

8. **SALVAGE SALES**. If all, or any part of, the Cargo is discovered damaged while subject to this Contract, and same is rejected by Shipper, the Carrier, after providing written notice to Shipper, may sell the Cargo at public or private sale to the best advantage. In such an event, Carrier shall, where practical, provide Shipper and any known Consignee with notice of the proposed sale. The proceeds of any sale made under this section shall be applied by Carrier first to the payment of freight, demurrage, storage and any other charges, and then to the expense of notice, advertisement, sale and other necessary expenses of caring for, maintaining, and disposing of the Cargo. The balance, if any, shall be paid to Shipper or Consignee.
9. **CLAIMS**. As a condition precedent to recovery, claims arising out of or connected with this Contract must be filed in writing with Carrier within 9 months of delivery of the Cargo, or, in case of failure to make delivery, then within 9 months after a reasonable time for delivery has elapsed, and suits must be instituted against Carrier within 2 years and 1 day from the day when notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part or parts thereof specified in the notice.
10. **FORCE MAJEURE**. Performance under this Contract shall be excused to the extent such performance is interrupted, delayed or prevented by Force Majeure provided that the party declaring Force Majeure gives written notice of such condition to the other party as soon as is reasonably practical but in no event longer than 72 hours after commencement of the Force Majeure condition. The term "Force Majeure" shall include: impossibility acts of God or the force of the elements; cyber or ransomware attacks; acts of the public enemy; war, hostilities or warlike operations; acts of terrorism; rebellions, insurrections, riots, or civil commotion; strikes, walkouts or labor disputes; sabotage; fire; explosion; flood; accidents of navigation; ice; high or low water; embargoes, quarantines or requisitions under authority of law; acts or orders of civil or military authorities; lock delays or closures; fuel shortages; or other causes beyond the reasonable control of the party declaring Force Majeure. Such excuse from performance shall continue until the Force Majeure ceases to prevent performance by the party declaring same. A party declaring Force Majeure shall make reasonable efforts to eliminate or resolve the condition, recognizing that the settlement of any strike or other labor dispute shall be solely within the discretion of that party. A declaration of Force Majeure does not excuse payment of demurrage for a barge that is on demurrage status at the time of the declaration, and demurrage shall continue to accrue on such barge until released to Carrier after the cessation of the Force Majeure condition. When Force Majeure is declared on a barge with remaining free time, free time shall be suspended until the Force Majeure ceases to prevent performance by the party declaring same. The provisions of this section are not intended and shall not be construed to affect either party's responsibility for loss of or damage to a barge or Cargo in its possession.
11. **NAVIGATIONAL IMPEDIMENT**. In the event of any navigational impediment(s) resulting in a river closure and/or lock or tow restrictions which prohibit Carrier or Carrier's Designee from normal operations on any river, the following actions will be taken: Carrier or Carrier's Designee shall notify Shipper of such event via email or facsimile and move the barge(s) with Shipper's Cargo to the northernmost or southernmost point with normal navigation conditions; Shipper will have 48 hours from notification to reconsign the barge(s) for Constructive Placement at the northernmost or southernmost point noted earlier with all charges related to the destination change to be mutually agreed upon at the time of the reconsignment request; barge(s) that are not mutually agreed upon for reconsignment will be placed on storage as of the first 0700 hours following the 48 hours after Carrier or Carrier's Designee's notification or the first 0700 hours following the barge's arrival at the northernmost or southernmost point noted in this clause, whichever is later, in an amount equal to 87% of the Contract demurrage rate; and/or the barge(s) will remain on Constructive Placement or storage until navigation and operating conditions resume.

12. **BILL OF LADING**. Upon the request of Shipper, Carrier or Carrier's Designee shall issue and deliver a Bill of Lading (BOL) to Shipper for each Cargo. All BOL for Cargo issued by Carrier pursuant to this Contract, or by Shipper in connection with any contract with third parties, shall be subject to and incorporate in all respects all of the terms and conditions of this Contract and shall be specifically endorsed to state that they are subject in all respects to the terms and conditions of this Contract. Failure to receive BOL for Cargo within 72 business hours after the release date of the barge(s) from loading may result in a per barge fee.
13. **PAYMENTS**. All payments required hereunder shall be made in full within the time required herein. A late charge equal to 2% of the payment due shall be charged and paid by Shipper each month or any fraction thereof that any amounts past due hereunder remain unpaid until such amounts are paid and satisfied in full and all late charges paid. Carrier in its sole and absolute discretion may, upon written notice to Shipper, require different payment terms for the balance of the Contract including, but not limited to, payment in advance before placement of a barge for loading. Should Carrier exercise its right to convert the Contract to C.O.D., payments shall be due prior to barge(s) arrival at destination for Constructive Placement or 30 days from release at origin, whichever comes first. In the event that Shipper refuses to make payment in accordance with Carrier's payment terms, Carrier shall have no further obligations to Shipper under this Contract. If any agency or attorney is employed to assist in the collection of amounts past due under this Contract, then the delinquent party shall also be liable to pay the reasonable fees of such agency or attorney. Carrier has the right to refuse placement of any barge and/or delivery of the Cargo if Shipper's or Consignee's payments are past due under this or any other contract with Carrier, until such time as all amounts due Carrier are paid in full.
14. **LIEN**. Carrier shall have all applicable liens created by statute, common law, or maritime law upon all Cargo shipped hereunder for all freight, demurrage, or storage due hereunder, without regard to whether the freight, demurrage, or storage was incurred in respect to the particular Cargo against which the lien is asserted. Such lien shall survive the delivery of the Cargo.
15. **DEFAULT**. No default of either party in the performance of any of its covenants or obligations hereunder which, except for this provision, would be the legal basis for rescission or termination of this Contract by the other party hereto, shall give or result in such a right unless and until the party committing such default shall fail to correct the default within 10 days after written notice of such default is given to the defaulting party by the non-defaulting party. Notwithstanding anything in this Contract to the contrary, there shall be no cure period for any default in payment of amounts due hereunder or for any default by Shipper or Consignee in complying with environmental or hazardous materials provisions of this Contract and, in such case the Carrier shall have the immediate right to enforce each and every right afforded it under the law against the defaulting party.
16. **INDEMNITY**. Carrier Indemnity. Carrier will indemnify and hold Shipper harmless from and against any and all losses, damages, liabilities, judgments, claims and expenses, including, but not limited to, penalties for violation of laws, pollution cleanup costs and reasonable attorney's fees (collectively Shipper Losses) arising from or related to the negligence, gross negligence, or intentional misconduct of Carrier or its employees, vendors, contractors, subcontractors or agents, except to the extent of the negligence, gross negligence, or intentional misconduct of Shipper, its employees, vendors, contractors, subcontractors or agents (other than Carrier) and except for any injury, illness and/or death of the employees of Shipper or its vendors, contractors, subcontractors or agents (other than Carrier). In addition, to the extent permitted by law, Carrier will indemnify and hold Shipper harmless from and against any and all Shipper Losses arising from or related to any injury, illness and/or death of the employees of Carrier or its vendors, contractors, subcontractors or agents of Carrier (other than Shipper).
    a. Shipper Indemnity. Shipper will indemnify and hold Carrier harmless from and against any and all losses, damages, liabilities, judgments, claims and expenses, including but not limited to, penalties from violation of laws, pollution cleanup costs and reasonable attorney's fees (collectively Carrier Losses) arising from or related to the negligence, gross negligence, or intentional misconduct of Shipper or its employees, vendors, contractors, subcontractors or agents, except to the extent of the negligence, gross negligence, or intentional misconduct of Carrier, its employees, vendors, contractors, subcontractors or agents (other than Shipper) and except for any injury, illness and/or death of the employees of Carrier or its vendors, contractors, subcontractors or agents (other than Shipper). In addition, to the extent permitted by law, Shipper will indemnify and hold Carrier harmless from and against any and all Carrier Losses arising from or related to any injury, illness and/or death of the employees of Shipper or its vendors, contractors, subcontractors or agents of Shipper (other than Carrier).
17. **INSURANCE**. During the term of this Contract, Shipper shall procure and maintain, or shall cause its vendors, contractors, subcontractors or agents to procure and maintain, USLHWCA Insurance or Workers' Compensation Insurance, as applicable, covering Shipper's responsibilities with respect to all workers at the docks and fleets at all origins, destinations and other locations operated by Shipper or its vendors, contractors, subcontractors or agents, and Comprehensive Marine Liability Insurance (in any combination of primary and excess coverage) covering Shipper's operations at all origins, destinations and other locations operated by Shipper or its vendors, contractors, subcontractors or agents, including all contractual liability, in an amount not less than $10,000,000.00 per occurrence. All such policies shall contain waivers of the insurers' subrogation rights against Carrier and its affiliates, subcontractors and vessels; and the Comprehensive Marine Liability policy shall name Carrier, its parent, subsidiaries, contractors and agents as additional assureds. The above policies shall be considered primary to any other insurance maintained by Carrier. Within 30 days after the commencement of this Contract, Shipper shall furnish to Carrier a certificate evidencing the required insurance (including that of all vendors, contractors, subcontractors or agents performing services related to this Contract) and providing that Carrier shall be given at least 30 days prior written notice of cancellation or material change in the provisions of such insurance.
18. **ACTIONS REQUIRING AGREEMENT**. Diversion, reconsignment, holding in transit for orders, more than one placement at origin or destination, inspection in transit, stoppage in transit, transit privileges, holding of a barge within a single harbor, and stopping off to partially load or unload, shall not be allowed unless specifically agreed to by both parties in writing.
    a. Reconsignment. A request for reconsignment is a request by the Shipper or current Consignee resulting in a change in the destination of Carrier's barge from its original billing destination. Reconsignment requests may also include a change in the Consignee of Carrier's

barge. Carrier will review each reconsignment request on a case-by-case basis. Barges that are reconsigned may be subject to Carrier's reconsignment fee. If the reconsignment causes Carrier to incur significant costs, delays or tow rearranging, or an additional stop-off or towage, then Carrier will provide the party requesting the reconsignment an estimate of the additional costs, or notice that the reconsignment is not feasible at the current time. Shipper or current Consignee must notify Carrier at the time of reconsignment request as to which Consignee will be responsible for any and all applicable reconsignment charges.

19. **NOTICES**. All notices, consents, determinations, instructions and other communications provided for herein shall be validly given, if given in writing, by personal delivery; overnight courier service; registered or certified mail, return receipt requested to the other party at their respective addresses listed at the beginning of this Contract to the attention of the General Counsel or individual with comparable title. Notices to Carrier shall include a copy sent to Green Plains Inc., Attn: General Counsel, 1811 Aksarben Dr., Omaha, NE 68106. Any notice, consent, determination, instruction, or other communication validly given hereunder shall be deemed to have been made as of the date of actual receipt at the premises of the addressee.
20. **INDEPENDENT CONTRACTOR**. Nothing contained in this Contract shall be construed as a contract by Shipper for the chartering, hiring or leasing of any barge, towboat or other equipment of Carrier utilized in connection with this Contract; nor shall any of the agents, servants, subcontractors or employees of Carrier be regarded as employees of Shipper; it being understood that Carrier is in all respects an independent contractor and that Shipper shall exercise no control over the operation of any barge, towboat or other equipment of Carrier in Carrier's possession, nor over Carrier's agent, servants, subcontractors or employees.
21. **SUBCONTRACTOR**. Carrier may subcontract for any of the services to be provided by Carrier hereunder, but Carrier shall remain fully responsible to Shipper for the proper performance of all of Carrier's obligations under this Contract. The parties acknowledge and agree that Carrier may use third-party towing companies to provide towing of its barges and may employ leased or chartered barges for the performance of this Contract.
22. 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. The validity, enforceability, and construction of all portions of this Contract shall be governed by the substantive law of the State of Nebraska. 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.
23. 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
24. 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.
25. **FORWARD CONTRACT**. 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.
26. **CONFIDENTIALITY**. (a) For purposes of this Contract, "Confidential Information" means any information or compilation of information concerning the business of Carrier that is provided, whether in oral or written form, to Shipper in connection with the purchase and sale of Goods or Services 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 Shipper 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 Carrier) by an employee or agent of Shipper; or (iii) is or becomes publicly available in a manner other than through an unauthorized disclosure. (b) Non-Disclosure. Shipper 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 Carrier immediately in the event of an unauthorized disclosure or loss of any Confidential Information.

27. **CARRIER POLICIES**. Carrier sets high standards for its employees, officers, directors, suppliers, vendors and those with whom Carrier does business. In choosing to do business with Carrier, Shipper 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. Carrier also takes very seriously the privacy of its customers, vendors, suppliers and those with whom Carrier does business. In choosing to do business with Carrier and performing under the Contract, Shipper acknowledges and agrees to Carrier'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.
28. **MISCELLANEOUS**.
    a. Modification. No modification of this Contract shall be binding unless in writing, with signed consent from both parties. This requirement shall not be waived by Carrier or limited by course of dealing nor shall Carrier be deemed estopped to rely upon the requirement. Notwithstanding the foregoing, Shipper is hereby notified of Carrier's objection to any of Shipper's terms inconsistent herewith and to any additional terms proposed by Shipper in accepting this Contract and such inconsistent or additional terms shall not become a part of this Contract unless expressly accepted in writing by Carrier. Neither Carrier's subsequent lack of objection to any such terms, nor the delivery of goods covered hereby, shall constitute or be deemed an agreement by Carrier 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.
    b. Conflicts. In the event that any of the terms of any confirming document provided or used by Shipper or Consignee differ from or conflict with any of the provisions of this Contract, then the terms set forth in this Contract shall prevail. Carrier expressly rejects all conflicting terms contained in any purchase order, work order, confirmation, shipping order or other document which may be employed by Shipper or Consignee in connection with this Contract or the transportation provided hereunder.
    c. Assignment. Shipper shall not assign or otherwise transfer all or any part of this Contract or its rights or obligations hereunder without first obtaining the written consent of the Carrier which such consent shall not unreasonably be withheld provided that without such consent either Shipper or Carrier may assign or transfer its rights and/or obligations under this Contract to an affiliate. Any such permitted assignment or other transfer shall not relieve Shipper of their obligations under this Contract unless mutually agreed. Carrier may assign or delegate duties under this Contract and shall give Shipper notice of such assignment and/or delegation.
    d. No Waiver. The failure of Shipper or Carrier to insist upon strict performance of any of the provisions of this Contract in one or more instances, or the failure of Shipper or Carrier to exercise any of its rights hereunder in one or more instances, shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.
    e. Governing Law; Binding Effect. This Contract shall be governed by and construed in accordance with the general maritime law of the United States of America or, if the general maritime law fails to provide an applicable rule of decision, by the laws of the State of Nebraska excluding its conflicts of law rules. This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns subject to the restrictions on assignability herein contained.
    f. Forum. All actions arising out of this Contract, including actions for the recovery of loss or of damage to Cargo shall be brought in admiralty in the United States District Court, District of Nebraska, whose personal jurisdiction over the parties is hereby stipulated.
    g. Headings; Terms. Section and paragraph headings in this Contract are included merely for the convenience of reference and shall not be construed as forming any part of the terms of this Contract. The words of this Contract, whether singular or plural, shall be construed as either the singular or the plural according to the circumstances as required to give effect to the meaning of the Contract.
    h. Integration; Execution. This Contract sets forth the entire understanding between the parties hereto as to the subject matter and supersedes all prior written or oral statements, discussions, negotiations, representations and understandings. No amendment or modification of this Contract shall be valid unless made in writing and duly signed by the parties hereto. This Contract may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all counterparts collectively shall be deemed but one instrument.
29. **REPORTING AND VIOLATIONS**. Any violation of the terms of this contract by Carrier 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.