GPG NON-GMO, NO. 2 YELLOW CORN PURCHASE TERMS AND CONDITIONS

1. "Buyer" means Green Plains Grain Company LLC or the Green Plains entity identified in the applicable documents accompanying these Grain Purchase Terms and Conditions (T&Cs). "Seller" means the individual, corporation or other entity that has agreed to sell the product (defined in Section 2, below) pursuant to these T&Cs. Buyer and Seller individually may be referred to as a "Party" and collectively as the "Parties."
2. The product (Product) sold pursuant to these T&Cs is **Non-GMO, No. 2 Yellow Corn**. For purposes of the transaction(s) subject to these T&Cs, the Parties agree to the following Product definitions:
   (a) "Corn" is grain that consists of 50 percent or more of whole kernels of shelled dent corn and/or shelled flint corn and may contain not more than 10.0 percent of other grains for which standards have been established under the United States Grain Standards Act.
   (b) "Yellow Corn" is Corn that is yellow-kerneled and contains not more than 5.0 percent of corn of other colors. Yellow kernels of Corn with a slight tinge of red are considered Yellow Corn.
   (c) "Non-GMO" shall mean that the Corn purchased has a purity of 97% or greater.
   (d) "No. 2" means the Product meets the grade requirements for U.S. No. 2 Corn, as described in the USDA's U.S. Standards for Corn.
3. All purchases of the Product are subject only to these T&Cs, along with any other Buyer-generated documents attached to or referenced herein which comprise the Parties' entire agreement (Contract). These T&Cs are binding on Seller even if Seller does not sign these T&Cs in accordance with the National Grain and Feed Association (NGFA) Trade Rules. Seller shall immediately 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.
4. 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 and no other agreement in any way modifying any of the said terms and conditions will be binding upon Buyer unless made in a writing specifically referring to this Contract and signed by Buyer's authorized representative. Except as otherwise expressly provided for herein, this Contract is subject to the 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. Any decision therefrom shall be final and binding. Nebraska law shall apply in any situation the NGFA Trade Rules do not govern, and Seller agrees to venue in the courts of Douglas County, Nebraska. If the NGFA rules are determined to be inapplicable or 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. Any arbitration or other action brought by Buyer shall be commenced within 1 year of the event giving rise to the 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.
5. Seller has a duty to notify Buyer of the correct legal entity to be identified on the Contract. By signing below, and/or performing under this Contract, Seller (a) certifies the legal entity identified 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.
6. Unless alternative arrangements are directed by Buyer, Seller agrees to make delivery on a prorated basis. Buyer's weights, grades, testing and measures govern in any dispute or settlement thereof and will be deemed to be accurate and conclusive. Buyer's posted schedule of discounts at time of delivery shall apply. 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.
7. **Seller Warranties**. Seller warrants the Product: (a) is commercially acceptable product, (b) is in accordance with industry standards and including but not limited to fit for sale to domestic and foreign customers; (c) meets Buyer's specifications in accordance with the Contract description; (d) is of the grade indicated; (e) is fit for human and animal consumption; (f) is not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act; (g) meets the minimum standards prescribed by the US Food & Drug Administration (FDA), including a maximum aflatoxin level of 20 parts per billion; (h) is merchantable for food and feed, (i) is fit, safe, and appropriate for the purposes for which it is normally used; (j) is free of crotalaria; (k) was grown or originated inside the boundaries of the continental United States; (l) is in compliance with all applicable federal, state, and local laws, regulations, and requirements, and NGFA rules, (m) has traceable origins and, to the extent applicable, is associated with unique lot/batch identification numbers (with GPS coordinates of the points defining the boundaries where the Product was harvested to be provided to Buyer upon request); (n) is not damaging to livestock (if livestock are harmed, Buyer may seek compensation from Seller for any and all damages); and (o) is harvested from existing agricultural land that was cleared or cultivated prior to December 19, 2007, was nonforested, and either actively managed or fallow as of the aforementioned date. 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, Product containing transgenic genes/traits that are not approved for sale in Japan, Mexico and other U.S. export markets. Any Product 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 Product shall be for the account of Seller. Inspection, testing, acceptance or use of the Product 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.
8. **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 Product 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, or unborn calf carcasses. If the Seller-hired carrier's (Carrier) last load is a Prohibited Item as noted, Seller shall obtain from Carrier 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. Seller shall ensure all Carrier's drivers are trained on sanitary feed transportation using the FDA suggested training program (or an equivalent) and retain documentation proving this training occurred.

9. **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 the Product have been addressed; and (c) have written procedures for the following: Seller approval and evaluation, receiving inspection, testing of raw, in-process and finished product, pest control, traceability and recall, non-conforming product, control of records and record retention program. Seller certifies that all Product 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 immediately notify Buyer 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.
10. **Liens**. Seller represents and warrants that Seller is capable of and intends to produce the quantity above and the sole owner of the Product 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 Product _____ (If none, leave blank or write none). Seller shall notify Buyer, prior to delivery, of any other security interest granted in Seller's Product. If Seller has granted or grants a security interest in Seller's Product 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 the Product are transferred from Seller to Buyer upon delivery to Buyer's facility, unless otherwise provided in the Contract.
11. **Force Majeure**. The Buyer shall have the right to postpone acceptance of the Product, for a period not exceeding 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 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, cyber or ransomware attacks, 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 the Product is sold "guaranteed cool and sweet on arrival at destination." Buyer's acceptance of any Product 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.
12. **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 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 payment for the Product sold to Buyer and recover from Seller any and all costs, expenses and damages that Buyer may sustain. 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 Product 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 Product and the payment Seller would have received from Buyer for Product Seller was to deliver, plus any incidental or consequential damages, expenses and attorney's fees suffered or incurred by Buyer.
13. **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 Product that 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.
14. 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.
15. 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 unloaded 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.
16. If there are unpriced Product subject to this Contract and Buyer advances 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 decline 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.

17. 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.
18. **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 the 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 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 1 banking day after reasonable notice of liquidation. This is in addition to any other rights and remedies which the other Party may have.
19. **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.
20. **Splitting Loads**. Where applicable, if instruction has been given to Buyer from Seller or Seller's agent to split, transfer or otherwise allocate delivery of Product, Buyer disclaims any and all responsibility to verify such allocation and in no case shall Buyer be liable to anyone for allocating such load.
21. **Insurance**. To the extent Seller or its employee(s), agent(s) or contractor(s) has trucks on Buyer's property, Seller or its agent shall maintain at all times the following insurance coverage: (i) Commercial general liability insurance, with no less than of $1,000,000 per occurrence and $2,000,000 in the aggregate; (ii) Auto liability insurance with not less than $1,000,000 combined single limit; (iii) Cargo insurance with a limit of not less than $15,000, and (iv) if applicable, Workers' Compensation insurance in an amount satisfying the applicable statutory minimum coverage levels and Employer's Liability Insurance with no less than $1,000,000 bodily injury-by accident-each accident; $1,000,000 bodily injury-by disease-each employee, and $1,000,000 bodily injury-by disease-policy limit. (v) To the extent allowed by law, the policies shall include a waiver of subrogation rights against Buyer and Seller shall identify Buyer as an Additional Insured on all coverages except Workers' Compensation. Seller shall provide certificates evidencing the required insurance is in force. Seller shall email certificates of insurance to Buyer at: insurance.certificates@gpreinc.com. Any coverage provided by Seller is considered to be primary and non-contributory to any insurance maintained by or on behalf of Buyer. Seller shall provide Buyer with 30 days prior written notice of policy cancellation. Seller agrees to indemnify and hold Buyer harmless for any loss or expense incurred as a result of Seller's failure to ensure its agent(s) or contractor(s) obtains and maintains the insurance coverages required herein.
22. **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 Product 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.
23. **Buyer 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 also takes very seriously the privacy of its customers, vendors, suppliers and those with whom Buyer does business. In choosing to do business with Buyer and performing under the Contract, Seller acknowledges and agrees to 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.
24. **Consent to Call Recording**. The Parties consent to the recording of all telephone conversations and electronic communications between their representatives.
25. **State Specific Provisions**.
    (a) 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.
    (b) For Producers in Iowa: Seller has received notice that grain purchased by a credit-sale contract is not protected by the grain depositors and sellers indemnity fund.

(c) For Producers in Tennessee: On Price Later contracts (i) Title to the grain covered by this Contract passes to Buyer upon delivery; (ii) Buyer is required to maintain liquid assets equal to ninety percent (90%) of its price later obligations; and (iii) 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.

26. **Notice**. 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 face of the Contract with an additional copy to Buyer 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.
27. **Miscellaneous**. 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. 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 Goods 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 Goods. 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.
28. **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.