RIN TERMS AND CONDITIONS

1. "**Seller**" means the individual, corporation or other entity that has agreed to sell and convey, and "**Buyer**" means the individual, corporation or other entity that has agreed to buy, Renewable Identification Numbers ("**RINs**") generated pursuant to the Renewable Fuel Standard set forth in 40 CFR Part 80, Subpart M ("**RFS2 Regulation**") that are separated or unassigned ("K" code of "2"). Buyer and Seller may be collectively referred to as the "**Parties**" or individually as a "**Party.**"

2. These RIN Terms and Conditions ("**T&Cs**"), along with any other documentation generated by Green Plains Trade Group LLC (including the contract confirmation ("**Confirmation**")), collectively comprise the Parties' entire agreement (the "**Contract**"). The Contract supersedes all prior negotiations and understandings of the Parties and contains the complete and final agreement between Buyer and Seller concerning the subject matter hereof. No other agreement in any way modifying any of these T&Cs will be binding upon either Party unless made in a writing specifically referring to this Contract and signed by both Parties.

3. Each Party has a duty to notify the other Party of the correct legal entity to be identified on the Contract. By signing below, and/or performing under the Contract, each Party (a) certifies the legal entity identified on the Contract is correct, (b) agrees to provide documentation verifying its legal identity upon the other Party's request, and (c) represents and warrants that it is duly authorized and has legal capacity to execute and deliver this Contract on behalf of the legal entity identified on the Contract.

4. Both Seller and Buyer each represent and warrant that it has registered with and been approved by the United States' Environmental Protection Agency ("**EPA**") to buy and sell RINs.
   a. Seller agrees to transfer to Buyer the quantity of RINs specified and sold in accordance with the delivery period specified in the Contract. Buyer shall issue payment for the RINs pursuant to the payment terms specified in the Contract.
   b. Seller shall issue to Buyer an invoice and a Product Transfer Document ("**PTD**") that complies with the requirements of 40 CFR § 80.1453. The PTD shall include all matching criteria required by the EPA's Moderated Transaction System ("**EMTS**").
   c. All RINs must be transferred through the EMTS, within the following guidelines:
      (1) Seller will initiate the transfer of RINs via the EMTS (the "**EMTS Transaction Date**").
      (2) Buyer shall accept or reject Seller's transfer of RINS via EMTS within five (5) business days of the EMTS Transaction Date.
      (3) Price per RIN, as stipulated in the Contract, shall be used for sale of RINs separate from ethanol, unless otherwise agreed.
      Upon transfer of the RINs, Seller shall convey to Buyer legal and equitable title to the RINs free and clear of any liens and encumbrances, and Buyer shall thereafter retain such title, right and interest in and to the RINs.

5. **Unaccepted RINs.** If Buyer fails to accept or otherwise confirm the transfer of RINs in EMTS within the five (5) business days following the EMTS Transaction Date ("Unaccepted RINs"), Seller shall have the right, in its sole discretion and without further notice, to rescind the RIN transfer and retain, reassign, or resell the RINs to a third party. Payment for RINs is non-refundable and transfer of RINs requires, and is contingent upon, timely EMTS acceptance by Buyer. Buyer shall remain obligated to pay the full purchase price for the ethanol regardless of RIN acceptance failure unless such failure is due to Seller's nonconforming RINs or breach of applicable regulations. Failure to accept constitutes forfeiture of rights to the RINs and does not entitle Buyer to a refund or credit. No RIN-related claim shall be valid or enforceable if brought after the expiration of such acceptance period.

6. **EPA Reporting and Compliance**. In performing its obligations hereunder, each Party shall comply with the registration, record keeping and reporting requirements of the RFS2 Regulation. Seller and Buyer further agree that each transaction shall be reported to the EPA in their respective RIN transaction reports and that their respective RIN transaction reports shall use the EMTS Transaction Date for the given transaction. 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.

7. **Seller Representations and Warranties**. Seller shall deliver RINs to Buyer under the Contract that meet the requirements set forth by the EPA under the RFS2 Regulation and any related federal statutes, regulations, rules, clarifications, and updates. Seller represents as follows: (a) Seller holds title and the right to transfer the RINs to Buyer, (b) Seller has good and marketable title to the subject RINs, and such RINs are free and clear of claims, liens, security interests, or any other encumbrances, (c) to the best of Seller's knowledge, (1) the RINs were properly generated and separated under 40 CFR § 80.1426 and 40 CFR § 80.1429, respectively, and (2) the RINs have not 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; and (d) Seller has not taken any action, or made any omission, which would limit or prevent Buyer's use of the subject RINs. Seller shall provide Buyer with a RIN PTD consistent with what is entered into EMTS. THE WARRANTIES IN THIS SECTION ARE BUYER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, COVENANTS OR REPRESENTATIONS. EXCEPT FOR THOSE SPECIFICALLY STATED IN THIS PARAGRAPH, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE RINS OR THIS CONTRACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF SUCH PURPOSE IS KNOWN TO SELLER. FURTHER, SELLER IS NOT RESPONSIBLE FOR THE FUTURE MISUSE OF THE RINS IN CONJUCTION WITH COMPLIANCE WITH GOVERNMENT REGULATIONS OR OTHERWISE.

8. **Default**. The following events shall constitute an event of default:
   a. Failure of Buyer to make in a timely manner any payment required under the Contract;
   b. Failure of Seller to transfer in a timely manner RINs as required under the Contract,
   c. Either Party's breach of any obligation under the Contract;
   d. Any warranty or representation made by either Party to this Contract proves to be false or misleading in any material respect; or

e. In the event either Party files a petition or otherwise commences or authorizes the commencement of a proceeding or case under any bankruptcy, insolvency, reorganization, or similar law for the protection of creditors, or has any such petition filed or proceeding or case commenced against it and it is not successful in having such petition, proceeding or case dismissed within sixty (60) days.

9. **Default Remedies**. If an event of default pursuant to Section 7 occurs, the non-defaulting Party may (a) terminate the Contract upon written notice; (b) suspend performance, and/or (c) withhold any payments due in respect to the Contract to the extent of the Party's damages, subject to the limitations herein.

10. **Buyer Remedies for Title Deficiencies**.
   a. If Seller fails or is unable to transfer to Buyer title to all of the purchased RINs 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 (b), to cure any default with respect to any Invalid RINs provided.
   b. 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 a remedy for the Invalid RINs in one of the following ways:
      (1) Transfer to Buyer a volume of unassigned RINs equal to the number of Invalid RINs, within 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.
      (2) Transfer to Buyer a volume of unassigned RINs equal to the number of Invalid RINs, within 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.
      (3) If Seller is unable to locate any or a sufficient quantity of replacement RINs under (1) and (2) above, Seller shall pay Buyer within 10 business days of Seller's receipt of Buyer's invoice for such replacement RINs, including, without limitation, (A) 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, (B) Buyer's expenses including reasonable broker, consultant, and attorney fees incurred in connection with obtaining such replacement RINs, and (C) any fines or penalties levied upon Buyer under the RFS2 program as a result of such failure.
   c. Notwithstanding any other provision in the Contract, in no event shall Buyer be able to bring any RIN-related claim against Seller, including any right to seek a remedy from Seller for any Invalid RINs, more than 180 days after the Contract date.

11. **Termination**. If this Contract is terminated due to a Party's default, then the following terms shall govern the terminating Party's damages:
   a. If Buyer elects to terminate a Transaction due to Seller's default, Buyer's sole remedy shall be a reimbursement of any portion of the purchase price previously paid by Buyer to Seller under this Contract, plus the product of (1) the number of RINs that Seller was otherwise obligated to transfer to Buyer, and (2) the amount by which the market price for one gallon-RIN (of equivalent vintage year) as of the date the RINs were to be transferred to Buyer exceeds the Contract's purchase price. For the avoidance of doubt, if the market price is below the purchase price, no termination payment shall be due to Buyer. Market price is to be determined by the Parties in a commercially reasonable manner. Seller may alternatively, and at its sole election, deliver RINs of equal value and vintage year pursuant to the Confirmation's delivery terms. Alternatively, within three (3) business days of the date Seller receives notice of Buyer's termination of the Contract pursuant to this Section10(a) ("**Termination Notice**"), Seller may elect, in its sole discretion, to deliver RINs of equal value and vintage year pursuant to this Contract's delivery terms in lieu of the reimbursement remedy detailed above; provided, however, that if Seller elects this alternative remedy, Seller shall notify Buyer of its election within such five (5) day period and Seller shall deliver the RINs to Buyer within thirty (30) days of the date of Seller's receipt of such Termination Notice.

   b. If Seller elects to terminate this Contract because of Buyer's default, Seller's termination payment shall be the product of (1) the number of RINs Buyer failed to pay for, and (2) the Contract's purchase price; or if title to the RINs has not been conveyed to Buyer, then Seller's termination payment is the difference between (A) the Contract price and (B) the market price on the required delivery date. For the avoidance of doubt, if the market price exceeds the Contract's purchase price, no termination payment shall be due to the Seller. Market price is to be determined by Seller in a commercially reasonable manner.

12. 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 subject RINs or the performance of this Contract that are in effect on the date of this Contract (collectively, "**Regulations**"). In the event that any of such Regulations are changed or new Regulations are issued or put in place (collectively, "**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 sixty (60) days of written request therefore, failing which the affected Party shall have the right to terminate this Contract effective thirty (30) days after the end of such sixty (60) day period.

13. **Credit Terms; Taxes**. Seller shall have the right at any time to change or withdraw credit terms, effective upon written notice to Buyer. Buyer shall make full payment as stated in the Contract. Each Party shall be responsible for any taxes that may be imposed on it arising from the sale or purchase of RINs hereunder, if any.

14. **Forward Contract**. It is agreed that this Contract is a "Forward Contract" and the Parties are "forward contract merchants" as defined in the Bankruptcy

Code (11 U.S.C. § 101(25)), and the following language of this section shall apply to the Contract. If one Party (the Defaulting Party) files a petition in bankruptcy, reorganization, or receivership; becomes insolvent or incapable of paying its debts as they become due; or makes a general assignment for the benefit of creditors; the other party (the Liquidating Party) shall have the immediate right, exercisable in its sole discretion, to liquidate this 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 RINs 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. **Force Majeure**. Neither Party shall be liable for delay in performance or failure to perform when such delay or failure is due to any unforeseen cause beyond such Party's 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, rail refusal to accept units, utility service interruptions, plant breakdowns and unusually severe environmental conditions.

16. **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 to the original Contract and/or transaction confirmation relating to any transaction between the Parties being 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: requires authentication or identification of a document, requires an original document, or governs the admissibility of duplicates. In addition, each Party acknowledges that such recording or electronic copy is a business record within the business record exception to the hearsay rule.

17. **Binding Effect; Assignment**. This Contract shall be binding upon the heirs, administrators, and assigns of the Parties. This Contract cannot be assigned by either Party without the other Party's prior written consent.

18. **Indemnification. (a) Seller indemnification.** Seller shall indemnify and hold harmless Buyer from and against all third-party claims, demands, causes of action, damages, suits, costs of suit, losses or expenses, including attorneys' fees and court costs, arising out of or in any way connected with Seller's breach of this Contract, including breach of any Seller representation or warranty. **(b) Buyer Indemnification.** Buyer shall indemnify and hold harmless Seller from and against all third-party claims, demands, causes of action, damages, suits, costs of suit, losses or expenses, including attorneys' fees and court costs, arising out of or in any way connected with Buyer's breach of this Contract, including breach of any Buyer representation or warranty.

19. **Liability Limitation**. For any claim under this Contract for which an express remedy or measure of damages is provided, the liability of the Defaulting Party shall be limited as set forth by such provision and all other damages and/or remedies shall be waived. If no remedy or measure of damage is expressly provided herein, to include Section 16 (Indemnification), the Defaulting Party's liability shall be limited to actual, direct damages only and all other damages and/or remedies shall be waived. In no event shall either Party be liable to the other for indirect, incidental, punitive, exemplary or consequential damages, including without limitation lost profits, whether such damages arise in tort, contract or otherwise, unless such damages arise from gross negligence, intentional misconduct or fraud.

20. **Arbitration; Disputes**. Upon ten (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 of the American Arbitration Association then in effect, as modified or supplemented herein (the "**Rules**"). 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 one (1) year from the date upon which the Party claiming relief knew or should have known of the cause of action constituting such claim. This section shall not be deemed a limitation on Seller's rights or remedies to file suit in a court of competent jurisdiction for the collection of amounts due to Seller hereunder.

21. **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 applicable contract with an additional copy to Green Plains Trade Group LLC, 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.

22. **Miscellaneous**. In compliance with Title VII-Wall Street Transparency and Accountability Act of 2010, each of the Parties represents to the other that it has the capacity to make or take delivery of the subject RINs in the ordinary course of its business and is entering this transaction in connection with its business. Each Party shall be responsible for any taxes that may be imposed on it arising from the sale or purchase of RINs hereunder, if any. 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. 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. 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 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. No modification of this Contract shall be binding unless such modification shall be in writing, with signed consent from both Parties expressly assenting to the modification.

23. **Green Plains' Policies; Privacy**. Green Plains Trade Group LLC ("**Green Plains**") sets high standards for its employees, officers, directors, suppliers, vendors and those with whom it does business. In choosing to do business with Green Plains, Counterparty 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. Green Plains also takes very seriously the privacy of its customers, vendors, suppliers and those with whom it does business. In choosing to do business with Green Plains and performing under the Contract, Counterparty acknowledges and agrees to Green Plains' 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 Green Plains' business, assets or stock (including in connection with any bankruptcy or similar proceedings), Green Plains would have a legitimate interest in disclosing or transferring Counterparty's information to a third party, such as an acquiring entity and its advisors.

24. **Reporting and Violations**. Any violation of the terms of this Contract by Green Plains shall be promptly reported to 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.