

SETTLEMENT AGREEMENT RELATED TO DISPUTED GRAIN ASSETS

This Settlement Agreement (“**Agreement**”), dated April 6, 2022, by and among, Express Grain Terminals, LLC, Express Processing, LLC, and Express Biodiesel, LLC (collectively, the “**Debtors**”), UMB Bank, N.A. (“**UMB**”), StoneX Commodity Solutions LLC f/k/a FCStone Merchant Services, LLC (“**StoneX**”), Macquarie Commodities (USA) Inc. (“**Macquarie**”), each of the production lenders listed on Schedule A to this Agreement (the “**Production Lenders**”), and the Consenting Farmers (as defined herein).

RECITALS

WHEREAS, on September 29, 2021 (the “**Petition Date**”), Debtors filed for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court. Debtors remain in possession of their assets and continue to operate as debtors-in-possession in accordance with 11 U.S.C. §§ 1107 and 1108.

WHEREAS, on December 14, 2021, the Court appointed Dennis Gerrard, with CR3 Partners, LLC, as chief restructuring officer (the “**CRO**”) in a bench ruling, which was confirmed in a written decision on January 25, 2022. *See* Doc. 1767.

WHEREAS, since the Petition Date and after several contested hearings, Debtors were allowed to use cash collateral, sell and/or use the existing grain. The terms of such use are reflected in the *Final Order (I) Authorizing Use of Cash Collateral, (II) Authorizing Continued Use of Existing Bank Accounts and Cash Management System, (III) Granting Adequate Protection, and (IV) For Other Relief* [Doc. 1787] (“**Final Cash Collateral Order**”).

WHEREAS, the Final Cash Collateral Order was appealed by Bank of Commerce and First South Farm Credit, ACA. The Bankruptcy Court has certified a direct appeal to the Fifth Circuit.

WHEREAS, various parties in interest assert interests in certain pre-petition soybeans and corn stored by one or more of the Debtors (the “**Pre-Petition Grain**”) and proceeds of that Pre-Petition Grain (the “**Proceeds**”) by virtue of holding warehouse receipts, security interests, production money security interests, and for other asserted reasons under applicable law.

WHEREAS, the Final Cash Collateral Order required that certain Proceeds be segregated pending resolution by the Court as to proper disposition. As of April 1, 2022, the CRO reports that the disputed asset pool totals \$58,942,674.30 (the “**Disputed Grain Asset Pool**”), detailed as follows:

- a. Train Segregated Account: \$4,614,292.74
- b. Main Soybean Segregated Account: \$39,535,507.26
- c. Corn Segregated Account: \$5,610,213.68
- d. Excess Segregated Account: \$1,810,699.93
- e. General Operating Account: \$2,622,892.48
- f. Hedge Account Proceeds: \$1,067,001.16
- g. Accounts Receivable (Soybean): \$3,325,449.91
- h. Accounts Receivable (Corn): \$17,617.14

- i. Remaining Soybean Inventory: \$150,000.00
- j. Remaining Finished Product Inventory: \$189,000.00

WHEREAS, on November 8, 2021, the Court issued its *Order Establishing Procedures for Determination of Rights, Ownership Interests, Liens, Security Interests and All Other Interests in and to Grain and Proceeds of Grain* [Doc. 1077] (the “**557 Procedures Order**”). The Court implemented the 557 Procedures Order and process in general to determine the various competing interests in the Disputed Grain Asset Pool.

WHEREAS, pursuant to the 557 Procedures Order, an Interest Holder could “rely upon the 557 Report filed with this Court to assert such Interest Holder’s interest in the Pre-Petition Grain or Proceeds, and that Interest Holder is not required to take any further action to make a claim.” Doc. 1070 at 4. An Interest Holder who disputed the 557 Report was required to file an Interest Notice by December 3, 2021.

WHEREAS, on January 14, 2022, the Court entered an *Order Allowing Timely-Filed Notices and/or Non-Filings Evidenced by the Debtors’ 557 Report to be Treated as Timely-Filed Proofs of Claims* [Doc. 1783] (the “**POC Order**”). In the POC Order, the Court ordered that Interest Notices and reliance on the 557 Report would be recognized as a proof of claim in the Debtors’ cases.

WHEREAS, on January 28, 2022, the Court entered its *Section 557 Procedures- Phase 2 Scheduling Order*. On January 31, 2022, the Court entered its Amended Section 557 Procedures-Phase 2 Scheduling Order [Doc. 1800] (the “**557 Scheduling Order**”). Pursuant to the 557 Scheduling Order, the matter was set for trial on March 4, 2022.

WHEREAS, on March 2, 2022, the Court entered its *Order Extending the Period for Final Disposition of Grain or the Proceeds of Grain under § 557(f), Rescheduling the Final Determination Hearing on Common Legal Issues, and Outlining Procedures* [Doc. 2206] (the “**557 Extension Order**”).

WHEREAS, in the 557 Extension Order, the Court ordered that the deadline to object to “timely-filed Interest Notices and/or POCs by Interest Holders, to include those claims as relied upon in the § 557 Grain Report was Friday, March 11, 2022.” Doc. 2206 at 6. This date was later extended to March 14, 2022. Several hundred objections to claims have been filed and served.

WHEREAS, on March 15, 2022, the Bankruptcy Court entered its *Order Referring 11 U.S.C. § 557 Procedures to Mediation, Appointing Mediator, and Establishing Mediation Procedures* [Doc. 2543] (the “**Mediation Order**”). Pursuant to the Mediation Order, the Honorable William Brown (ret.) was appointed mediator (the “**Mediator**”) and the mediation began on March 17, 2022. The Mediator has continued to facilitate negotiations between the respective parties.

WHEREAS, based upon negotiations between the Parties, the risks and costs involved in continued litigation and collection, and the amounts at issue, the Parties have agreed to resolve the competing interests in the Disputed Grain Asset Pool on terms mutually acceptable to each party.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing promises and exchange of covenants and mutual obligations recited herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals shall have the same force and effect as if set forth in full in the body of this Agreement.
2. **Definitions.** The definitions for the following terms shall apply to the Agreement in addition to their traditional and common sense meanings:
 - 2.1. **“Assertion of Interest”** means the Official Form for Assertion of Interest, and any amendment or supplement thereto, filed pursuant to the 557 Procedures Order.
 - 2.2. **“Bankruptcy Cases”** means the Chapter 11 bankruptcy cases, styled *In re Express Grain Terminals, LLC, et al.*, Case No. 21-11832 (jointly administered) pending in the Bankruptcy Court.
 - 2.3. The **“Bankruptcy Court”** or **“Court”** means the United States Bankruptcy Court for the Northern District of Mississippi.
 - 2.4. **“Bankruptcy Estates”** means and includes the Debtors’ bankruptcy estates.
 - 2.5. **“Claim”** or **“Claims”** have the meaning set forth in 11 U.S.C. § 101(5) and include actions, suits, accounts, contracts, controversies, damages, judgments, and rights to payment.
 - 2.6. **“Consenting Farmers”** means each of the persons, companies, and entities that (a) have timely elected to be a signatory to this Agreement as represented in the Farmer Election, and (b) are not a Debtor, Production Lender, or WHR Group member.
 - 2.7. **“Consenting Farmer Group”** means the Production Lenders and the Consenting Farmers.
 - 2.8. **“Consenting Farmer Share”** means 16% of the Net Disputed Grain Asset Pool, which as of April 1, 2022 represents approximately \$9,250,827.89 of the Net Disputed Grain Asset Pool.
 - 2.9. **“Defaulting Non-Participating Farmer”** means each of the persons, companies, and entities that fail to appear at the Initial Claims Hearing.
 - 2.10. **“Disclaiming Farmers”** means each of the persons, companies, and entities that (a) have timely elected to disclaim any interest in the Disputed Grain Asset Pool as represented in the Farmer Election, and (b) are not a Debtor, Production Lender, or WHR Group member.

- 2.11. “**Disputed Grain Asset Pool**” shall have the meaning as set forth in the Recitals.
- 2.12. “**District Court Action**” means the lawsuit pending in the United States District Court for the Southern District of Mississippi in the case styled *Island Farms, LLC v. UMB Bank N.A.*, Case No. 3:21-cv-00721-HTW-LGI.
- 2.13. “**Distribution Date**” means the date that the distribution to the WHR Group as contemplated by Section 3 of this Agreement have been completed.
- 2.14. “**Effective Date**” is the later of (a) the date the Settlement Order becomes final and non-appealable, or (b) the date all the conditions precedent set forth in Section 14 of this Agreement have either been satisfied and/or waived in writing by the members of the WHR Group.
- 2.15. “**Estate Carve-Out**” shall have the same meaning as set forth in Section 4.
- 2.16. “**Farmer Election**” means the Farmer Election Regarding the Settlement Agreement, in substantially the same form as attached hereto as **Exhibit A**.
- 2.17. “**Farmer Distribution Fund**” shall have the same meaning as set forth in Section 3.2.
- 2.18. “**Grain Bonds**” mean and include the surety bonds issued by Travelers Casualty and Surety Company of America on behalf of Express Grain Terminals, LLC and further described as (a) Warehouseman’s Bond (Bond No. 107114715) in the bond amount of \$1,000,000, and (b) Grain Dealer’s Bond (Bond No. 107114491) in the bond amount of \$100,000.
- 2.19. “**Net Disputed Grain Asset Pool**” means Disputed Grain Asset Pool, less the Estate Carve-Out.
- 2.20. “**Non-Consenting Farmer**” means each of the persons, companies, and entities that (a) assert an interest in the Disputed Grain Asset Pool that has not elected to be a Consenting Farmer or a Disclaiming Farmer on the Farmer Election, (b) that are not a Defaulting Non-Participating Farmer, and (c) that are not a Debtor, Production Lender, or WHR Group member.
- 2.21. “**Non-Consenting Farmer Reserve**” shall have the same meaning as set forth in Section 3.4.
- 2.22. **Non-Consenting Farmer Reserve Formula.**¹
- 2.22.1. “**Corn Reserve Formula**” means the corn bushels asserted by a Non-Consenting Farmer multiplied by the contract price between the Debtors

¹ The pricing mechanisms set forth in this section is solely to establish the Corn Reserve Formula and Soybean Reserve Formula for this Agreement and shall not be binding on the Parties in any other proceedings.

and such Non-Consenting Farmer, and if there is no contract price specified, then \$5.34. The amount of bushels asserted by a Non-Consenting Farmer shall be the amount set forth in the Non-Consenting Farmers' Assertion of Interest, and if no Assertion of Interest has been filed, the amount as represented by open scale tickets in the Open Sale Ticket Report.

2.22.2. **"Soybean Reserve Formula"** means the soybean bushels asserted by a Non-Consenting Farmer multiplied by the contract price between the Debtors and such Non-Consenting Farmer, and if there is no contract price specified, then \$12.77. The amount of bushels asserted by a Non-Consenting Farmer shall be the amount set forth in the Non-Consenting Farmers' Assertion of Interest, and if no Assertion of Interest has been filed, the amount as represented by open scale tickets in the Open Scale Ticket Report.

- 2.23. **"Non-Debtor Settling Parties"** means and includes UMB, StoneX, Macquarie, the Production Lenders, and the Consenting Farmers.
- 2.24. **"Non-Participating Farmer"** means each of the persons, companies, and entities that assert an interest in the Disputed Grain Asset Pool that (a) has not filed an Assertion of Interest, (b) has not elected to be a Consenting Farmer, (c) has not elected to be a Disclaiming Farmer on the Farmer Election, and (d) is not a Debtor, Production Lender, or WHR Group member.
- 2.25. **"Open Scale Ticket Report"** means the Open Scale Ticket Report provided by Debtors that reflected open scale tickets as of September 29, 2021.
- 2.26. **"Party"** and **"Parties"** means and includes, singularly and collectively, the Debtors, UMB, StoneX, Macquarie, the Production Lenders, and the Consenting Farmers.
- 2.27. **"Production Lenders"** means and include the parties identified on Schedule A to this Agreement.
- 2.28. **"Settlement Order"** means the Order entered by the Bankruptcy Court approving the Agreement pursuant to Federal Rule of Bankruptcy Procedure 9019 in form and substance that is reasonably satisfactory to the Debtors, WHR Group, and the Production Lenders.
- 2.29. **"Threshold Corn Bushel Base"** means 2,573,905 bushels of corn.
- 2.30. **"Threshold Soybean Bushel Base"** means 2,498,331 bushels of soybeans.
- 2.31. **"Threshold Corn Farmer Base"** means 97 farmers having an interest in corn.
- 2.32. **"Threshold Soybean Farmer Base"** means 164 farmers having an interest in soybeans.

- 2.33. “**WHR Group**” means and includes StoneX, UMB, and Macquarie.
- 2.34. “**WHR Group Share**” is 84% of the Net Disputed Grain Asset Pool, which as of April 1, 2022 represents approximately \$48,566,846.41 of the Net Disputed Grain Asset Pool.
3. Disposition of Disputed Grain Asset Pool.
- 3.1. The funds that make up the Net Disputed Grain Asset Pool shall be divided between the Consenting Farm Group, the WHR Group, and the Non-Consenting Reserve in the shares detailed in this Section 3.
- 3.2. Consenting Farmer Share. On the Effective Date, the Consenting Farmer Share, less the proportionate amount to fund the Non-Consenting Farmer Reserve, shall be indefeasibly paid to an escrow agent for the benefit of the Consenting Farmer Group, and with respect to the reimbursement of previously paid legal fees only, the Disclaiming Farmers (the “**Farmer Distribution Fund**”). The terms and conditions of the Farmer Distribution Fund shall be set forth by separate agreement including naming a fund administrator; provided, however, that the terms and conditions of the Farmer Distribution Fund be consistent with this Agreement and must provide that: (a) disbursements may only be made to members of the Consenting Farmer Group except that the previously paid legal fees of Disclaiming Farmers may also be reimbursed; and (b) for Consenting Farmers and Disclaiming Farmers who have loans with Production Lenders, disbursements shall be made jointly payable to the Consenting Farmer (or Disclaiming Farmer with respect to legal fee reimbursements), and related Production Lender unless otherwise agreed. The terms and conditions of the Farmer Distribution Fund may also provide for and prioritize the reimbursement of attorneys’ fees and expenses of the Consenting Farmers and Disclaiming Farmers; provided, however, such payments shall solely be made out of the Consenting Farmer Share.
- 3.3. WHR Group Share. On the Effective Date, the WHR Group Share, less the proportionate amount to fund the Non-Consenting Farmer Reserve, shall be indefeasibly paid to the WHR Group pursuant to the terms and conditions of their separate confidential settlement agreement. The WHR Group shall provide the Debtors a joint instruction as to how such funds are to be paid.
- 3.4. Non-Consenting Farmer Reserve. A reserve shall be established for those Non-Consenting Farmers to pursue recovery of their 557 rights in the Disputed Grain Asset Pool (“**Non-Consenting Farmer Reserve**”). The amount to be funded in the Non-Consenting Farmer Reserve will be calculated pursuant to the Corn Reserve Formula and the Soybean Reserve Formula. The amount of funding will come from the Consenting Farmer share and the WHR Group Share in proportionate amounts to the division of the Net Disputed Grain Asset Pool. Consenting Farmers, Disclaiming Farmers and Defaulting Non-Participating Farmers shall have no interest in the Non-Consenting Farmer Reserve. The funds in the Non-Consenting

Farmer Reserve shall be distributed pursuant to the Court's decision as to the remaining participating parties in the 557 proceeding.

- 3.5. Settlement Order. The Settlement Order shall provide that the payment of the Consenting Farmer Share and the WHR Group Share as set forth in Sections 3.2 and 3.3 shall be indefeasibly paid to the respective beneficiaries of such payments and not otherwise subject to claw-back, disgorgement, Claims, or recovery by any other party including a Disclaiming Farmer or Non-Consenting Farmer.
- 3.6. Appreciation and Order of Distribution. Any appreciation in value of the Disputed Grain Asset Pool after April 1, 2022, shall be apportioned in the same amount of the Consenting Farmer Share and the WHR Group Share. To the extent the Disputed Grain Asset Pool has not been fully liquidated by the Effective Date, the liquidated funds shall be distributed on the Effective Date, first to the Estate Carve-Out, then to the WHR Group Share until fully funded, then to the Non-Consenting Farmer Reserve, then finally to the Consenting Farmer Share. To the extent any portion of the Disputed Grain Asset Pool is liquidated after the Effective Date, such funds shall be distributed as soon as reasonably practicable according to the order set forth in this section.
4. Estate Carve-Out. In exchange for the releases set forth herein and to resolve any interest in the Disputed Grain Asset Pool, the Bankruptcy Estates will receive a carve-out of \$1,125,000.00 (the "**Estate Carve-Out**"). The Estate Carve-Out will cover the following expenses: United States Trustee fees, the CRO's fees and expenses, the Bankruptcy Estates' professional fees and expenses, outstanding post-Petition Date Account payables, and the Bankruptcy Estates' income tax liability. To the extent any of the remaining Estate Carve-Out remains after payment of administrative claims, the remaining amounts shall be paid to the unsecured creditors pursuant to their respective priorities as set forth 11 U.S.C. § 507. In no event shall the Non-Debtor Settling Parties or the Disputed Grain Asset Pool be responsible for any of the Bankruptcy Estates' professional fees and expenses in addition to the Estate Carve-Out.
5. Bankruptcy Estate Releases. Except as otherwise provided in this Agreement including as set forth in Section 11, on the Distribution Date, the Debtors shall be deemed to have irrevocably released (i) each member of the WHR Group, (ii) each Production Lender, (iii) each Consenting Farmer, (iv) each Disclaiming Farmer, (v) each of the forgoing entities' respective affiliates, and (vi) each of the forgoing entities' and their affiliates' agents, attorneys, directors, employees, law firms, managers, members, officers, shareholders, and staff working on their behalf (the "**Debtors' Released Parties**") from any and all manner of actions, causes of action, suits, proceedings, debts, dues, judgments, damages, claims, property damages, expenses, liabilities, rights to payments, acts and/or omissions, demands, and all other claims of every kind, nature, and description, whatsoever, liquidated and unliquidated, fixed and/or contingent, matured and unmatured, priority or non-priority, disputed and/or undisputed, legal or equitable, secured and unsecured, accrued and unaccrued, known and unknown, choate and inchoate, whether based on statutory law, common law, federal law, state law, local law, or otherwise, that the Debtors or the

Bankruptcy Estates have or may have against the Debtors' Released Parties including, for the avoidance of doubt, any and all claims under Chapter 5 of the Bankruptcy Code, or any other similar state or federal law, and any claims regarding recharacterization or subordination. **The provisions of any State, Federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time, to the person executing this release, are expressly waived.**

6. Consenting Farmer Releases. Except as otherwise provided in this Agreement including as set forth in Section 11, on the Distribution Date, each Consenting Farmer, individually, and on behalf of their respective successors and assigns, affiliates, executors, heirs, partners, employees, representatives, agents, and attorneys, shall be deemed to irrevocably release (i) Debtors, (ii) the Bankruptcy Estates, (iii) each member of the WHR Group, (iv) each Production Lender, (v) each of the forgoing entities' respective affiliates, and (vi) each of the forgoing entities' and their affiliates' agents, attorneys, directors, employees, law firms, managers, members, officers, shareholders, and staff working on their behalf including, without limitation, the CRO and CR3 Partners, LLC (collectively, the "**Consenting Farmer Released Parties**") from any and all manner of actions, causes of action, suits, proceedings, debts, dues, judgments, damages, claims, property damages, expenses, liabilities, rights to payments, acts and/or omissions, demands, and all other claims of every kind, nature, and description, whatsoever, liquidated and unliquidated, fixed and/or contingent, matured and unmatured, priority or non-priority, disputed and/or undisputed, legal or equitable, secured and unsecured, accrued and unaccrued, known and unknown, choate and inchoate, whether based on statutory law, common law, federal law, state law, local law, or otherwise, which the Consenting Farmer now has or may have against the Consenting Farmer Released Parties, which were caused by, arise out of, or relate to the Disputed Grain Asset Pool, the Debtors, and/or the Debtors' operations. For the avoidance of doubt, this release includes any and all claims brought, or that could have been brought, in the District Court Action by any Consenting Farmer, or any other civil litigation. **The provisions of any State, Federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time, to the person executing this release, are expressly waived.**

7. Production Lenders' Releases. Except as otherwise provided in this Agreement including as set forth in Section 11, on the Distribution Date, each Production Lender, individually, and on behalf of their respective successors and assigns, affiliates, executors, heirs, partners, employees, representatives, agents, and attorneys, shall be deemed to irrevocably release (i) Debtors, (ii) the Bankruptcy Estates, (iii) each member of the WHR Group, (iv) each Consenting Farmer, (v) each of the forgoing entities' respective affiliates, and (vi) each of the forgoing entities' and their affiliates' agents, attorneys, directors, employees, law firms, managers, members, officers, shareholders, and staff working on their behalf including, without limitation, the CRO and CR3 Partners, LLC (collectively, the "**Production Lender Released Parties**") from any and all manner of actions, causes of action, suits, proceedings, debts, dues, judgments, damages, claims, property damages, expenses, liabilities, rights to payments, acts and/or omissions, demands, and all other

claims of every kind, nature, and description, whatsoever, liquidated and unliquidated, fixed and/or contingent, matured and unmatured, priority or non-priority, disputed and/or undisputed, legal or equitable, secured and unsecured, accrued and unaccrued, known and unknown, choate and inchoate, whether based on statutory law, common law, federal law, state law, local law, or otherwise, which the Production Lender now has or may have against the Production Lender Released Parties, which were caused by, arise out of, or relate to the Debtors and their operations. For the avoidance of doubt, this release includes any and all claims brought, or that could have been brought, in the District Court Action or other civil litigation, by a Production Lender on behalf of any Consenting Farmer. Further, for the avoidance of doubt, this release includes release of any claims, liens, rights and interests that the Production Lenders may have or purport to have against the WHR Group's interests or property, including in warehouse receipts, related in any way to the Debtors, and/or the Disputed Grain Asset Pool. **The provisions of any State, Federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time, to the person executing this release, are expressly waived.**

8. UMB Releases. Except as otherwise provided in this Agreement including as set forth in Section 11, on the Distribution Date, UMB, individually, and on behalf of its respective successors and assigns, affiliates, executors, heirs, partners, employees, representatives, agents, and attorneys, shall be deemed to release (i) Debtors, (ii) the Bankruptcy Estates, (iii) each Production Lender, (iv) each Consenting Farmer, (v) each of the forgoing entities' respective affiliates, and (vi) each of the forgoing entities' and their affiliates' agents, attorneys, directors, employees, law firms, managers, members, officers, shareholders, and staff working on their behalf including, without limitation, the CRO and CR3 Partners, LLC (collectively, the "**UMB Released Parties**") from any and all manner of actions, causes of action, suits, proceedings, debts, dues, judgments, damages, claims, property damages, expenses, liabilities, rights to payments, acts and/or omissions, demands, and all other claims of every kind, nature, and description, whatsoever, liquidated and unliquidated, fixed and/or contingent, matured and unmatured, priority or non-priority, disputed and/or undisputed, legal or equitable, secured and unsecured, accrued and unaccrued, known and unknown, choate and inchoate, whether based on statutory law, common law, federal law, state law, local law, or otherwise, which UMB now has or may have against the UMB Released Parties, which were caused by, arise out of, or relate to the Disputed Grain Asset Pool, the Debtors, and/or the Debtors' operations. **The provisions of any State, Federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time, to the person executing this release, are expressly waived.**
9. StoneX Releases. Except as otherwise provided in this Agreement including as set forth in Section 11, on the Distribution Date, StoneX, individually, and on behalf of its respective successors and assigns, affiliates, executors, heirs, partners, employees, representatives, agents, and attorneys, shall be deemed to release (i) Debtors, (ii) the Bankruptcy Estates, (iii) each Production Lender, (iv) each Consenting Farmer, (v) each of the forgoing entities' respective affiliates, and (vi) each of the forgoing entities' and their affiliates' agents,

attorneys, directors, employees, law firms, managers, members, officers, shareholders, and staff working on their behalf including, without limitation, the CRO and CR3 Partners, LLC (collectively, the “**StoneX Released Parties**”) from any and all manner of actions, causes of action, suits, proceedings, debts, dues, judgments, damages, claims, property damages, expenses, liabilities, rights to payments, acts and/or omissions, demands, and all other claims of every kind, nature, and description, whatsoever, liquidated and unliquidated, fixed and/or contingent, matured and unmatured, priority or non-priority, disputed and/or undisputed, legal or equitable, secured and unsecured, accrued and unaccrued, known and unknown, choate and inchoate, whether based on statutory law, common law, federal law, state law, local law, or otherwise, which StoneX now has or may have against the StoneX Released Parties, which were caused by, arise out of, or relate to the Disputed Grain Asset Pool, the Debtors, and/or the Debtors’ operations. **The provisions of any State, Federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time, to the person executing this release, are expressly waived.**

10. Macquarie Releases. Except as otherwise provided in this Agreement including as set forth in Section 11, on the Distribution Date, Macquarie, individually, and on behalf of its respective successors and assigns, affiliates, executors, heirs, partners, employees, representatives, agents, and attorneys, shall be deemed to release (i) Debtors, (ii) the Bankruptcy Estates, (iii) each Production Lender, (iv) each Consenting Farmer, (v) each of the forgoing entities’ respective affiliates, and (vi) each of the forgoing entities’ and their affiliates’ agents, attorneys, directors, employees, law firms, managers, members, officers, shareholders, and staff working on their behalf including, without limitation, the CRO and CR3 Partners, LLC (collectively, the “**Macquarie Released Parties**”) from any and all manner of actions, causes of action, suits, proceedings, debts, dues, judgments, damages, claims, property damages, expenses, liabilities, rights to payments, acts and/or omissions, demands, and all other claims of every kind, nature, and description, whatsoever, liquidated and unliquidated, fixed and/or contingent, matured and unmatured, priority or non-priority, disputed and/or undisputed, legal or equitable, secured and unsecured, accrued and unaccrued, known and unknown, choate and inchoate, whether based on statutory law, common law, federal law, state law, local law, or otherwise, which Macquarie now has or may have against the Macquarie Released Parties, which were caused by, arise out of, or relate to the Disputed Grain Asset Pool, the Debtors, and/or the Debtors’ operations. **The provisions of any State, Federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time, to the person executing this release, are expressly waived.**

11. Limitation of Releases.

- 11.1. Allowed Claims. Upon distributions under the Settlement Order as contemplated in this document, as part of this settlement, Debtors will agree that the proofs of claims (including all claims contemplated by the POC Order) filed by the Non-Debtor Settling Parties (each, an “**Allowed Non-Debtor Settling Party Claim**,” and

collectively, the “**Allowed Non-Debtor Settling Party Claims**”) should be allowed as a general unsecured claim less any distribution received by such party. Nothing in this Agreement shall release such general allowed unsecured claim as such a claim relates to any distribution to be made to general unsecured creditors in the Bankruptcy Cases.

- 11.2. Breach of Agreement. Nothing in this Agreement shall release any of the Parties from any liability or obligation for any breach of the Agreement, including, but not limited to, a Parties’ right to enforce the Agreement before the Bankruptcy Court to the extent allowed under applicable law. To the extent the Parties have to enforce the Agreement, the breaching Party or Parties will be liable for all of the attorney’s fees, costs and expenses in connection with such enforcement.
- 11.3. Production Lender Loans to Farmers. Nothing in this Agreement shall (a) release any of the Consenting Farmers from any debts or obligations to a Production Lender (or its respective affiliate(s)), or (b) release or otherwise affect the enforceability or validity of any security interest granted by a Consenting Farmer to a Production Lender (or its respective affiliate(s)) in any collateral that is not part of the Disputed Grain Asset Pool.
- 11.4. John and Michael Coleman. Nothing in this Agreement shall release the Parties’ causes of action, suits, proceedings, debts, dues, judgments, damages, claims, property damages, expenses, liabilities, rights to payments, acts and/or omissions, demands, and all other claims of every kind, nature, and description, whatsoever, liquidated and unliquidated, fixed and/or contingent, matured and unmatured, priority or non-priority, disputed and/or undisputed, legal or equitable, secured and unsecured, accrued and unaccrued, known and unknown, choate and inchoate, whether based on statutory law, common law, federal law, state law, local law, or otherwise, which such Party now has or may have against (a) John Coleman, (b) Michael Coleman, (c) their respective executors, estates, and heirs, and (d) their non-Debtor affiliates who are not otherwise a Non-Debtor Settling Party and not covered by the releases granted to Non-Debtor Settling Parties, including, without limitation, any claims for attorneys’ fees and expenses to the extent allowed under applicable law.
- 11.5. Other Collateral. Nothing in this Agreement shall release any pledges (third-party or otherwise), assignments, liens, or security interests in Debtors’ assets or other assets pledged to secure obligations owed to a Party to the extent that such assets or proceeds therefrom are not part of the Disputed Grain Asset Pool. Debtors have previously separately segregated from the Disputed Grain Asset Pool certain funds for the payment of professional fees and proceeds from the sale of certain equipment (the “**Escrowed Funds**”). For the avoidance of doubt, such Escrowed Funds are outside of the various accounts and assets detailing the Disputed Grain Asset Pool in the Recitals. In light of the preservation of various interests in non-Disputed Grain Asset Pool assets, nothing in this Agreement shall release the

Debtors' rights in the Escrowed Funds including any rights with respect to 11 U.S.C. § 506(c) as it relates to such funds.

- 11.6. District Court Action. Nothing in this Agreement shall release UMB's causes of action, suits, proceedings, debts, dues, judgments, damages, claims, property damages, expenses, liabilities, defenses, rights to payments, acts and/or omissions, demands, and all other claims of every kind, nature, and description, whatsoever, liquidated and unliquidated, fixed and/or contingent, matured and unmatured, priority or non-priority, disputed and/or undisputed, legal or equitable, secured and unsecured, accrued and unaccrued, known and unknown, choate and inchoate, whether based on statutory law, common law, federal law, state law, local law, or otherwise, which UMB now has or may have against (i) any named plaintiff in the District Court Action who is not a Consenting Farmer, or (ii) the attorneys representing the plaintiffs in the District Court Action.
- 11.7. UMB Credit Bid Surcharge Resolution. Nothing in this Agreement relieves UMB of its obligation to pay the \$400,000 in resolution of the Debtors' surcharge rights under 11 U.S.C. § 506(c) with respect to certain assets UMB purchased via its credit bid rights under 11 U.S.C. § 363(k); provided, however, the releases herein do prevent any other Party to this Agreement from seeking to rebut the presumption that such amount resolves the bankruptcy estate's rights under 11 U.S.C. § 506(c) with respect to such purchased assets. To the extent a challenge to the presumed resolution has been made by a Party prior to the Effective Date, it shall be withdrawn by such Party within seven (7) days after the Effective Date.
- 11.8. No Release of Disclaiming Farmers by WHR Group. Nothing in this Agreement shall release a WHR Group member's causes of action, suits, proceedings, debts, dues, judgments, damages, claims, property damages, expenses, liabilities, defenses, rights to payments, acts and/or omissions, demands, and all other claims of every kind, nature, and description, whatsoever, liquidated and unliquidated, fixed and/or contingent, matured and unmatured, priority or non-priority, disputed and/or undisputed, legal or equitable, secured and unsecured, accrued and unaccrued, known and unknown, choate and inchoate, whether based on statutory law, common law, federal law, state law, local law, or otherwise, which such WHR Group member now has or may have against a Disclaiming Farmer.
- 11.9. No Release of Non-Consenting Farmers. Nothing in this Agreement shall release any Party's causes of action, suits, proceedings, debts, dues, judgments, damages, claims, property damages, expenses, liabilities, defenses, rights to payments, acts and/or omissions, demands, and all other claims of every kind, nature, and description, whatsoever, liquidated and unliquidated, fixed and/or contingent, matured and unmatured, priority or non-priority, disputed and/or undisputed, legal or equitable, secured and unsecured, accrued and unaccrued, known and unknown, choate and inchoate, whether based on statutory law, common law, federal law, state law, local law, or otherwise, which such Party now has or may have against a Non-Consenting Farmer.

12. Waiver of Settling Parties' Administrative Claims. On the Effective Date, the Non-Debtor Settling Parties waive all administrative claims arising under applicable law including, without limitation, 11 U.S.C. §§ 503(b) and 507(b), and that arise under the Bankruptcy Court's various orders related to the use of cash collateral and pre-petition grain.
13. Waiver/Assignment of WHR Group in Grain Bonds. On the Effective Date, the members of the WHR shall be deemed to waive their rights to seek any recovery in the Grain Bonds. Alternatively, at the request of the trustee or administrator of the Farmer Escrow Account the members of the WHR Group may assign any rights to any recovery in the Grain Bonds to the administrator of the Farmer Distribution Fund; provided, however, that the terms and conditions of such assignment are acceptable to the assigning members of the WHR Group including, without limitation, that any such assignment does not otherwise diminish the various claims and rights of the assigning members of the WHR Group and that such assignment would be "as is", "where is" and without any representation or warranty of such claims.
14. Conditions Precedent to the Effectiveness of the Agreement.
 - 14.1. Farmer Thresholds. Once submitted, a Farmer Election cannot be retracted or modified unless a Disclaiming Farmer is electing to be a Consenting Farmer. The final deadline for submission of Farmer Election is 5:00 p.m. (cst) the tenth (10th) day after the entry of the Settlement Order ("**Election Deadline**"); provided, however, this Agreement is subject to and conditioned upon the following threshold benchmarks being satisfied:
 - 14.1.1. Initial Threshold Benchmarks.
 - 14.1.1.1. Elections to be a Consenting Farmer or Disclaiming Farmer that represent 60% of the Threshold Corn Bushel Base (approx. 1,544,343 bu.) have been received by April 7, 2022.
 - 14.1.1.2. Elections to be a Consenting Farmer or Disclaiming Farmer that represent 40% of the Threshold Corn Farmer Base (approx. 39 farmers) have been received by April 7, 2022.
 - 14.1.1.3. Elections to be a Consenting Farmer or Disclaiming Farmer that represent 60% of the Threshold Soybean Bushel Base (approx. 1,498,999.20 bu.) have been received by April 7, 2022.
 - 14.1.1.4. Elections to be a Consenting Farmer or Disclaiming Farmer that represent 40% of the Threshold Soybean Farmer Base (approx. 66 farmers) have been received by April 7, 2022.
 - 14.1.2. Final Thresholds Benchmarks.
 - 14.1.2.1. By the Election Deadline, the corn bushels asserted by Consenting Farmers, Disclaiming Farmers, and/or Defaulting Non-

Participating Farmers represent 80% of the Threshold Corn Bushel Base.

14.1.2.2. By the Election Deadline, the number of Consenting Farmers, Disclaiming Farmers, and/or Defaulting Non-Participating Farmers asserting an interest in corn represent 66% of the Threshold Corn Farmer Base.

14.1.2.3. By the Election Deadline, the soybean bushels asserted by Consenting Farmers, Disclaiming Farmers, and/or Defaulting Non-Participating Farmers represent 80% of the Threshold Soybean Bushel Base.

14.1.2.4. By the Election Deadline, the number of Consenting Farmers, Disclaiming Farmers, and/or Defaulting Non-Participating Farmers asserting an interest in soybeans represent 66% of the Threshold Soybean Farmer Base.

14.1.3. Delivery of Farmer Elections. Farmer Elections shall be delivered to: Derek Henderson, 1765-A Lelia Dr., Jackson, MS 39216, email: derek@derekhendersonlaw.com.

14.1.4. Failure to Timely Meet Threshold Benchmarks. In the event any of the foregoing thresholds specified in Section 14.1 (each, a “**Farmer Threshold**”) are not met, then (i) as of applicable noncompliance date, the Parties shall be returned to the status quo ante prior to their entry into this Agreement, and (ii) this Agreement shall terminate and shall be deemed null and void without any continuing force or effect whatsoever; provided, however, such deadlines may be extended upon written consent by all members of the WHR Group. Further, if any Farmer Election(s) representing consent or disclaimer, are invalidated in an aggregate amount or number such that any Farmer Threshold would not be met if those Farmer Elections were not counted as a disclaimer or consent, this Agreement shall terminate and shall be deemed null and void without any continuing force or effect whatsoever; provided, however, such termination may be negated upon written consent by all members of the WHR Group.

14.1.5. Non-Consenting Farmer Reserve Cap. The Non-Consenting Farmer Reserve shall not exceed \$5,000,000; provided however, such limitation may be negated or modified upon written consent by all members of the WHR Group.

14.2. Agreement of WHR Group. The members of the WHR Group have entered into a confidential written definitive settlement agreement with respect to the disposition of the WHR Group Share.

- 14.3. Agreement of Production Lenders. All Production Lenders, who have not otherwise disclaimed any interest in the Disputed Grain Asset Pool, have executed this Agreement. The enforceability of this Agreement is expressly contingent on every Production Lender executing this Agreement. If any Production Lender later attempts to or does revoke or withdraw its consent to this Agreement, this Agreement shall terminate and shall be deemed null and void without any continuing force or effect whatsoever.
- 14.4. No Material Erosion of the Disputed Grain Asset Pool. The value of the Disputed Grain Asset Pool has not decreased in its value from April 1, 2022 by more than three (3%) percent; provided however, this condition may be negated or modified upon written consent by all members of the WHR Group.
- 14.5. Bankruptcy Court Approval. This Agreement is subject to and contingent upon entry of the Settlement Order. Debtors shall take the necessary steps to seek the Bankruptcy Court's approval of this Agreement and entry of the Settlement Order, including but not limited to (i) effectuating proper and adequate notice (as may be limited by Order of the Bankruptcy Court) and service of any motion seeking approval of this Agreement and entry of the Settlement Order (the "**9019 Motion**") and (ii) the presentation of all necessary documentary and testimonial evidence in support of the 9019 Motion. In the event the Bankruptcy Court denies the 9019 Motion or the Settlement Order is entered by the Bankruptcy Court but is subsequently reversed on appeal by and through a final order, then (i) as of such date, the Parties shall be returned to the status quo ante prior to their entry into this Agreement, and (ii) this Agreement shall terminate and shall be deemed null and void without any continuing force or effect whatsoever.
15. Pending Litigation.
- 15.1. Pending Appeals. The Parties will jointly seek to stay the various federal court appeals currently pending with respect to the Bankruptcy Cases. Further, the parties agree to mutually toll any appeal deadlines pending approval of this Agreement. If this Agreement is approved, then within 14 days after consummation of this Agreement, such appeals shall be dismissed. If the Agreement is not ultimately approved or is withdrawn, the stay shall be lifted and the parties shall have 14 days after the denial or withdrawal, to effectuate any appeal right that has been tolled.
- 15.2. Pending 557 Proceedings.
- 15.2.1. Continuance of Final Determination Hearing.
- 15.2.1.1. If the Initial Threshold Benchmarks are reached, the Parties agree that those claimants entitled to distribution of grain or the proceeds of grain will not be materially injured by delaying the Final Determination hearing by 60 days.

15.2.1.2. If the Final Threshold Benchmarks are reached, the Parties agree that those claimants entitled to distribution of grain or the proceeds of grain will not be materially injured by holding the Final Determination hearing in abeyance until a date and time as established by the Court.

15.2.2. Non-Participating Farmers. Within ten (10) days of the entry of the Settlement Order, the Bankruptcy Court shall schedule a hearing related to the Non-Participating Farmers (“**Initial Claims Hearing**”): (a) at the time the 9019 Motion is filed, the parties shall ask the Court to set the Initial Claims Hearing; (b) failure of a Non-Participating Farmer to appear at such hearing shall result in any objection to the claim of the Non-Participating Farmer being sustained and such Non-Participating Farmer shall only have a general unsecured claim in the non-objected to amount; (c) if such Non-Participating Farmer appears, any such claim shall be taken up on as part of the Final Determination hearing; and (d) any other objecting party shall not be required to put forth its case at the Initial Claims Hearing.

15.2.3. Pending Claim Objections. Except as otherwise provided in this Agreement, the Settlement Order shall provide that on the Distribution Date any claim objection that a Party has against another Party shall be deemed withdrawn. With respect to claim objections raised against or by a Disclaiming Farmer, such objection shall be deemed moot. In the case of omnibus objections, the balance of such omnibus objection shall remain pending as will all other objections, whether by omnibus objection or otherwise, and be taken up at either the Initial Claims Hearing and/or the Final Determination hearing.

16. No Admission. This Agreement shall not be treated as an admission by any of the Parties of any liability or wrongdoing whatsoever, or as an admission by any of the Parties of any violation of the rights of any of the other Parties, or any other or person, any applicable insurance coverage, any law, statute, regulation, duty, or contract whatsoever, or the meaning of any term, condition, provision, exclusion or limitation of any insurance policy, nor shall this Agreement or any provision hereof be construed as a waiver, modification, or retraction of any positions of the Parties with respect to the 557 Proceedings and claims to the Disputed Grain Asset Pool that have been taken, are being taken, or may be taken in the future. The Parties enter into this Agreement solely to avoid the inconvenience, expense, and uncertainty of further proceedings and expressly disclaim any liability to any other party or person. For the avoidance of doubt, upon the Effective Date, the Consenting Farmers and Production Lenders shall waive and disclaim any claim to the WHR Group Share and the members of the WHR Group shall waive any claim to the Consenting Farmer Share.
17. Attorneys’ Fees and Costs. Except as provided herein, each of the Parties will bear its own expenses, including any costs or attorneys’ fees incurred in connection with the negotiation and execution of this Agreement and the Bankruptcy Case.

18. Representations and Warranties. Each of the Parties warrant that, before executing this Agreement, such Party fully understood this Agreement and executed and delivered this Agreement with full knowledge of its contents and meaning and that they had the full authority to enter into this Agreement. Each of the Non-Debtor Settling Parties further represent and warrant that they have not sold, assigned, factored or otherwise transferred any interest in the claims being resolved by this Agreement and that they are the sole holder of the claims being resolved in this Agreement.
19. Notices. Any notice or other communications required to be given pursuant to this Agreement shall be in writing and shall be sent by (a) registered or certified U.S. Mail, return receipt requested, postage prepaid and (b) by overnight courier, by hand delivery or facsimile (if receipt is confirmed), to those listed on **Schedule B**.
20. Amendments; Modification; Waiver. This Agreement may not be modified, superseded, extended, terminated, or amended and no provision hereto may be waived except by a writing making specific reference hereto and signed by the Parties. The failure of a Party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a Party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing by a Party and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach of other instances or a waiver of any other term, covenant, representation or warranty.
21. Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by the Parties; provided, however, the Agreement shall be binding on any chapter 7 trustee of any Debtor. The Parties may freely assign their rights and interests to related affiliates and are not required to obtain the consent of any other Party before doing so. The Parties hereby waive notice of any such assignment.
22. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement is solely for the benefit of the Parties and nothing contained herein expressed or implied is intended to confer on any person other than the Parties hereto or their successors and permitted assigns, any rights, remedies, obligations, claims, or causes of action under or by reason of this Agreement. For the avoidance of doubt, the Disclaiming Farmers shall receive a release from the Debtors, but shall (a) not receive any other consideration provided to the Consenting Farmers under this Agreement and (b) not have any further claim to the Disputed Asset Grain Pool and the distributions made pursuant to this Agreement unless such Disclaiming Farmer timely elects to become a Consenting Farmer in which case such party may only participate in the Consenting Farmer share and will be bound by all applicable releases.

23. Cooperation. The Parties agree to fully cooperate with each other in the performance hereunder, and will execute such additional agreements, documents, or instruments, if any, as may reasonably be required to carry out the intent of the Agreement.
24. Participation in Drafting. The Debtors, WHR Group Members, and Production Lenders have participated in, or contributed to, or been given the opportunity to participate in or contribute to, the drafting and preparation of this Agreement. Further, counsel representing several of the Consenting Farmers have participated in, or contributed to, or been given the opportunity to participate in or contribute to, the drafting and preparation of this Agreement. In any construction of this Agreement, the provisions shall not be construed for, or against, any Party, but shall be construed according to their plain meaning.
25. Terms Read and Understood. The signatories to this Agreement certify that they have read this Agreement, have conferred with counsel, and fully understand all of the terms, and the parties acknowledge and represent that they enter into this Agreement of their own free will, and not from any representation, commitment, promise, pressure or duress from any other party.
26. Non-Severability. Each provision of this Agreement shall be considered severable, and if for any reason any part, term or provision herein is determined invalid or contrary to existing law, such shall not impair the operation of, or affect the remaining parts, terms or provisions of this Agreement. If any provision of this Agreement is invalid or unenforceable, a suitable and equitable provision shall be substituted in order to accomplish the intent and purpose of the invalid or unenforceable provision.
27. Governing Law. Except to the extent that the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure apply, this Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi (regardless of the laws that might otherwise govern under applicable Mississippi principles of conflicts of law) as to all matters, including matters of validity, construction, effect, performance and remedies.
28. Retention of Jurisdiction. The Parties agree that the Bankruptcy Court will retain exclusive jurisdiction to determine any issue arising out of any actual or alleged default or breach of this Agreement. THE PARTIES HEREBY AGREE THAT ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, AND PROCEEDINGS RELATING TO THIS AGREEMENT OR THE OTHER AGREEMENTS CONTEMPLATED HEREIN SHALL BE FILED AND MAINTAINED ONLY IN THE BANKRUPTCY COURT, AND THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF SUCH COURT.
29. Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR

ACTION OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT.

30. Time is of the Essence. The Parties acknowledge and agree that time is of the essence for each and every provision of this Agreement.
31. Entire Agreement. This Agreement constitutes the entire agreement between and among the Parties concerning the subject matter hereof, and there are no other understandings, representations, or agreements, oral or otherwise, concerning this Agreement, which shall remain in full force and effect.
32. Signatures. The Agreement (and any amendments, modifications, or waivers in respect hereof) and Consents may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the Parties hereto as if they were originals.

[SPACE LEFT INTENTIONALLY]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have executed this Settlement Agreement Related to Disputed Grain Assets on the date set forth below.

EXPRESS GRAIN TERMINALS, LLC

By: 

Name: Dennis Gerrard

Title: Chief Restructuring Officer

Date: April 6, 2022

EXPRESS PROCESSING, LLC

By: 

Name: Dennis Gerrard

Title: Chief Restructuring Officer

Date: April 6, 2022

EXPRESS BIODIESEL, LLC

By: 

Name: Dennis Gerrard

Title: Chief Restructuring Officer

Date: April 6, 2022

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have executed this Settlement Agreement Related to Disputed Grain Assets on the date set forth below.

UMB BANK, N.A.

By: Robert P. Elbert

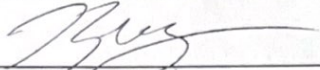
Name: Robert P. Elbert

Title: Senior Vice President/Director of
Agribusiness Credit

Date: 4/6/2022

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have executed this Settlement Agreement Related to Disputed Grain Assets on the date set forth below.

STONEX COMMODITY SOLUTIONS LLC

By: 
Name: Ryan McNearney
Title: Senior Vice President
Date: 4-6-2022

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have executed this Settlement Agreement Related to Disputed Grain Assets on the date set forth below.

MACQUARIE COMMODITIES (USA) INC.

DocuSigned by:
By: John Spillane
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Name: John Spillane

Title: Managing Director

Date: April 6, 2022

DocuSigned by:
By: Paolo Belfiglio
3D73EF86C931427...

Name: Paolo Belfiglio

Title: Managing Director

Date: April 6, 2022

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have executed this Settlement Agreement Related to Disputed Grain Assets on the date set forth below.

AGRIFUND, LLC,
AG RESOURCE HOLDINGS, LLC,
AG RESOURCE MANAGEMENT, LLC

By: Carmen Haworth
Name: Carmen Haworth
Title: General Counsel
Date: 4/6/2021

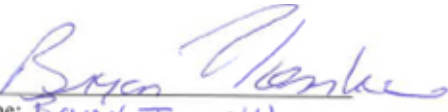
IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have executed this Settlement Agreement Related to Disputed Grain Assets on the date set forth below.

BANKPLUS

By: William Thompson
Name: WILLIAM THOMPSON
Title: SR. EXECUTIVE VICE PRESIDENT
Date: APRIL 6, 2022


IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have executed this Settlement Agreement Related to Disputed Grain Assets on the date set forth below.

BANK OF COMMERCE

By: 
Name: Bryan Thornhill
Title: President / CEO
Date: 4/6/22

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have executed this Settlement Agreement Related to Disputed Grain Assets on the date set forth below.

FIRST SOUTH FARM CREDIT, ACA

By: 
Name: RODNEY BRANTLEY
Title: SR. VICE PRESIDENT, LENDING
Date: APRIL 6, 2022


IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have executed this Settlement Agreement Related to Disputed Grain Assets on the date set forth below.

GUARANTY BANK & TRUST COMPANY

By: Chuck Williams
Name: Chuck Williams
Title: Central Regional President
Date: 4-6-22

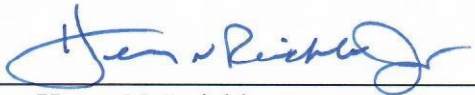
IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have executed this Settlement Agreement Related to Disputed Grain Assets on the date set forth below.

PLANTERS BANK & TRUST COMPANY

By: 
Name: Peyton Fandel
Title: Vice President, Greenwood
Date: 04/06/2022

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have executed this Settlement Agreement Related to Disputed Grain Assets on the date set forth below.

STAPLE COTTON DISCOUNT CORPORATION

By: 

Name: Henry N. Reichle, Jr.

Title: President & CEO

Date: April 7, 2022

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have executed this Settlement Agreement Related to Disputed Grain Assets on the date set forth below.

SOUTHERN AGCREDIT, ACA

By: 

Name:

JEFFREY M. WILLIAMS

Title:

GENERAL COUNSEL

Date:

6 APR 22

SCHEDULE A – PARTICIPATING PRODUCTION LENDERS

**AGRIFUND, LLC
AG RESOURCE HOLDINGS, LLC,
AG RESOURCE MANAGEMENT
BANKPLUS
BANK OF COMMERCE
FIRST SOUTH FARM CREDIT, ACA
GUARANTY BANK & TRUST COMPANY
PLANTERS BANK & TRUST COMPANY
STAPLE COTTON DISCOUNT CORPORATION
SOUTHERN AGCREDIT, ACA**

SCHEDULE B – NOTICE PARTIES

To the Debtors:

Dennis Gerrard, CRO
c/o CR3 Partners, LLC
3280 Peachtree Road
7th Floor
Atlanta, GA 30305

and

Craig M. Geno
Law Offices of Craig M. Geno, PLLC
587 Highland Colony Parkway
Ridgeland, MS 39157
cmgeno@cmgenolaw.com

To StoneX Commodity Solutions LLC:

Brent Grecian
President & CEO
StoneX Commodity Solutions LLC
1251 NW Briarcliff Parkway, Ste 800
Kansas City, MO 64116

and

David Winston Houston, IV
Burr & Forman LLP
222 Second Ave South, Suite 2000
Nashville, TN 37201
dhouston@burr.com

To Farm Group:

Derek A. Henderson
1765-A Lelia Drive, Suite 103
Jackson, MS 39216
trustee@derekhendersonlaw.com

J. Walter Newman, IV
Newman & Newman
587 Highland Colony Parkway
Ridgeland, MS 39157
wnewman95@msn.com

Eileen N. Shaffer
P. O. Box 1177
Jackson, MS 39215-1177
eshaffer@eshaffer-law.com

To UMB Bank, N.A.:

Amy Moore Harris, EVP/Chief Legal Officer
Corporate Legal Division
UMB Financial Corporation
1010 Grand Blvd
Kansas City, MO 64106

and

Eric L. Johnson
Spencer Fane LLP
1000 Walnut St., Suite 1400
Kansas City, MO 64106
ejohnson@spencerfane.com

To Macquarie Commodities (USA) Inc.:

Arsalan Muhammad
Charles M. Jones II
1221 McKinney Street, Suite 4000
Houston, Texas 77010
(t) (713) 547-2000
(f) (713) 236-5621
arsalan.muhammad@haynesboone.com
charlie.jones@haynesboone.com

To Farm Group I:

Jim F. Spencer, Jr.
Watkins & Eager PLLC
P.O. Box 650
Jackson, MS 39205
jspencer@watkinseager.com

To Farm Group II:

D. Andrew Phillips
P.O. Box 947
Oxford, MS 38655
aphillips@mitchellmcnutt.com

To Agrifund:

Justin B. Little
REYNOLDS, REYNOLDS & LITTLE, LLC
Post Office Box 2863
Tuscaloosa, AL 35403-2863
jlittle@rrllaw.com

To Bankplus:

BankPlus
1068 Highland Colony Parkway
400 Concourse, Suite 100
Ridgeland, MS 39157
601-898-4841
BankruptcyTeam@BankPlus.net

and

Christopher Meredith
Copeland, Cook, Taylor & Bush P.A.
P.O. Box 6020-39158
Ridgeland, MS 39158
cmeredith@cctb.com

To Bank of Commerce:

Jeffrey R. Barber
Kristina M. Johnson
Jones Walker
P.O. Box 427
Jackson, MS 39205-0427
jbarber@joneswalker.com
kjohnson@joneswalker.com

To First South Farm Credit, ACA:

Jeffrey R. Barber
Kristina M. Johnson
Jones Walker
P.O. Box 427
Jackson, MS 39205-0427
jbarber@joneswalker.com
kjohnson@joneswalker.com

To Guaranty Bank & Trust Company:

Gregory G Hesse
Hunton Andrews Kurth LLP
1445 Ross Avenue, Suite 3700
Dallas, TX 75202
ghesse@huntonak.com

Planters Bank & Trust Company:

James P. Wilson, Jr.
P.O. Box 1366
Columbus, MS 39703-1366
jwilson@mitchellmcnutt.com

To Staple Cotton Discount Corporation:

Douglas C. Noble
McCraney Montagnet, Quin & Noble, PLLC
602 Steed Road, Suite 200
Ridgeland, MS 39157
dnoble@mmqlaw.com

To Southern AgCredit, ACA:

Jeffrey M. Williams, VP/General Counsel
Southern AgCredit, ACA
402 West Parkway Place
Ridgeland, MS 39157
jeff.williams@southernagcredit.com

EXHIBIT A

**FARMER ELECTION REGARDING THE
SETTLEMENT AGREEMENT RELATED TO DISPUTED GRAIN ASSETS**

The undersigned, a farmer creditor of Express Grain Terminals, LLC, Express Processing, LLC, and Express Biodiesel, LLC, (the “**Debtors**”), in the bushel amount set forth below, by executing this Election Form makes the following election with respect to the Settlement Agreement.

Indicate your election by initialing in the box next to the statement you are electing. <i>Only initial one box.</i>	<u>Initials</u>
The undersigned does hereby consent to become a signatory as a Consenting Farmer to that certain Settlement Agreement Related to Disputed Grain Assets dated March 31, 2022 (the “ Settlement Agreement ”), by and among the Debtors, UMB Bank, N.A., StoneX Commodity Solutions LLC f/k/a FCStone Merchant Services, LLC, Macquarie Commodities (USA) Inc., the Production Lenders identified on Page 2 of this Election, and other farmers joining in the Settlement Agreement.	
<p>The undersigned does hereby (1) withdraw any Assertion of Interest filed with the Court and (2) disclaim and waive any interest that the undersigned has or may claim to have to any and all grain delivered to the Debtors and the products and proceeds thereof which are the subject of the 557 Proceedings currently pending before the Bankruptcy Court (the “Disputed Grain Asset Pool”) including, without limitation, all funds in any segregated accounts, accounts receivable, and remaining grain finished product inventory.</p> <p>The undersigned acknowledges that he/she/it has had an opportunity to receive funds from the Disputed Grain Asset Pool pursuant to this Settlement Agreement and/or to pursue remedies available pursuant to the Section 557 Proceedings in the Bankruptcy Court; however, the undersigned is knowingly and voluntarily disclaiming and waiving any right and interest to the Disputed Grain Asset Pool and any right to pursue remedies under Section 557 of the Bankruptcy Code.</p> <p>This Disclaimer is conditional upon Bankruptcy Court approval of the Settlement Agreement. If such agreement is not approved, this disclaimer is null and void. This option contains a limited release from the Debtors’ bankruptcy estates including claims related to “Chapter 5” causes of action and other “claw back” claims.</p>	
The undersigned intends to proceed forward with his/her/its rights in the Section 557 proceeding against the Disputed Grain Asset Pool and any other rights and remedies the undersigned may have under applicable law. No releases shall be granted in connection with this option.	

The undersigned further covenants and agrees that before signing this Election, he/she/it has read, or had the opportunity to read, the Settlement Agreement in addition to the Additional Acknowledgements on Page 2 of this Election and has had the opportunity to consult with counsel regarding the Settlement Agreement and the Additional Acknowledgments.

Dated: _____, 2022

Entity: _____

By: _____

Its: _____

Amount of Bushels Claimed:

_____ Bushels of Corn

_____ Bushels of Soybeans

Deliver or email this form To: Derek Henderson, 1765-A Lelia Dr., Jackson, MS 39216,
derek@derekhendersonlaw.com

**CONSENTING FARMER ADDITIONAL ACKNOWLEDGMENTS TO SETTLEMENT
AGREEMENT RELATED TO DISPUTED GRAIN ASSETS**

1. The Productions Lenders participating in this Settlement are the following: AG Resource Holdings, LLC, AG Resource Management, LLC, Agrifund, LLC, BankPlus, Bank of Commerce, First South Farm Credit, ACA, Guaranty Bank & Trust Company, Planters Bank & Trust Company, Staple Cotton Discount Corporation, Southern Agcredit, ACA.
2. Section 6 of the Settlement Agreement contains, among other provisions, the following release:

Consenting Farmer Releases. Except as otherwise provided in this Agreement including as set forth in Section 11, on the Distribution Date, each Consenting Farmer, individually, and on behalf of their respective successors and assigns, affiliates, executors, heirs, partners, employees, representatives, agents, and attorneys, shall be deemed to irrevocably release (i) Debtors, (ii) the Bankruptcy Estates, (iii) each member of the WHR Group, (iv) each Production Lender, (v) each of the forgoing entities' respective affiliates, and (vi) each of the forgoing entities' and their affiliates' agents, attorneys, directors, employees, law firms, managers, members, officers, shareholders, and staff working on their behalf including, without limitation, the CRO and CR3 Partners, LLC (collectively, the "**Consenting Farmer Released Parties**") from any and all manner of actions, causes of action, suits, proceedings, debts, dues, judgments, damages, claims, property damages, expenses, liabilities, rights to payments, acts and/or omissions, demands, and all other claims of every kind, nature, and description, whatsoever, liquidated and unliquidated, fixed and/or contingent, matured and unmatured, priority or non-priority, disputed and/or undisputed, legal or equitable, secured and unsecured, accrued and unaccrued, known and unknown, choate and inchoate, whether based on statutory law, common law, federal law, state law, local law, or otherwise, which the Consenting Farmer now has or may have against the Consenting Farmer Released Parties, which were caused by, arise out of, or relate to the Disputed Grain Asset Pool, the Debtors, and/or the Debtors' operations. For the avoidance of doubt, this release includes any and all claims brought, or that could have been brought, in the District Court Action by any Consenting Farmer, or any other civil litigation. **The provisions of any State, Federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time, to the person executing this release, are expressly waived.**